

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
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

WHATCOM COUNTY COUNCIL

**COMBINED
AGENDA PACKET FOR
JULY 21, 2020**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE (11 A.M.)

PUBLIC WORKS AND HEALTH COMMITTEE (1 P.M.)

COMMITTEE OF THE WHOLE – EXECUTIVE SESSION (2 P.M.)

PLANNING AND DEVELOPMENT COMMITTEE (3:30 P.M. - MAY BEGIN EARLIER)

COUNCIL (6 P.M.)

PARTICIPATE IN VIRTUAL COUNCIL MEETINGS

THE COUNCIL IS CURRENTLY HOLDING ALL MEETINGS REMOTELY

**VIEW MEETING SCHEDULES, AGENDAS, MINUTES, VIDEOS, AND ARCHIVES AT
WWW.WHATCOM.LEGISTAR.COM**

**FOR INSTRUCTIONS ON HOW TO WATCH OR PARTICIPATE IN COMMITTEE AND
COUNCIL MEETINGS, PLEASE VISIT
WWW.WHATCOMCOUNTY.US/3415/PARTICIPATE-IN-VIRTUAL-COUNCIL-MEETINGS
OR CONTACT THE COUNCIL OFFICE AT 360.778.5010**

UPCOMING MEETINGS AND EVENTS:

**TUESDAY
AUGUST 4, 2020
PRIMARY ELECTION DAY**

**WEDNESDAY
AUGUST 5, 2020
REGULAR COUNCIL AND COMMITTEE MEETINGS (VIRTUAL)**

COMMITTEE AGENDAS

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

11:00 a.m. Tuesday, July 21, 2020

Virtual Meeting

Call To Order

Roll Call

Announcement

The Council is currently holding all meetings remotely. View meeting schedules, agendas, minutes, videos, and archives at www.whatcom.legistar.com. For instructions on how to watch or participate in this meeting, please visit us at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

Committee Discussion and Recommendation to Council

1. AB2020-276 Ordinance amending the 2020 Whatcom County Budget, request no. 14, in the amount of \$1,810,500
Pages 1 - 25
2. AB2020-277 Ordinance establishing the Silver Beach Creek Fund and establishing a project based budget for the Silver Beach Creek Stormwater Improvements Fund
Pages 26 - 31
3. AB2020-290 Request permission for the County Council to authorize the County Executive to award Bid #20-24 and execute a construction contract with the low bidder, Williamson Construction, for the Twinview Levee Improvement Project in the amount of \$60,814.25 including all taxes (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 32 - 45
4. AB2020-298 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Cities of Blaine, Everson, Ferndale, Nooksack, Lynden and Sumas for the purposes of supporting a coordinated use of the local CARES Act federal dollars and cost sharing related to the COVID-19 health crisis
Pages 46 - 64

Council "Consent Agenda" Items

1. AB2020-211 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Nooksack Valley School District to provide behavioral health services, in the amount of \$120,000
Pages 65 - 90
2. AB2020-220 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Lynden School District to provide behavioral health services, in the amount of \$111,000
Pages 91 - 116
3. AB2020-231 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Blaine School District to provide behavioral health services, in the amount of \$131,400
Pages 117 - 142
4. AB2020-235 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Meridian School District to provide behavioral health services, in the amount of \$108,000
Pages 143 - 166

5. AB2020-236 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Ferndale School District to provide behavioral health services, in the amount of \$120,000
Pages 167 - 192
6. AB2020-237 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Bellingham School District #501 to provide behavioral health services, in the amount of \$138,000
Pages 193 - 218
7. AB2020-244 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Mount Baker School District to provide behavioral health services, in the amount of \$108,000
Pages 219 - 243
8. AB2020-261 Request authorization for the County Executive to enter into a lease agreement between Whatcom County and the Boys and Girls Club of Whatcom County for use and maintenance of the baseball fields on County property adjoining the Phillips 66 soccer fields
Pages 244 - 258
9. AB2020-286 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Lummi Nation for the purpose of effectuating efficient law enforcement, in the amount of zero dollars
Pages 259 - 303
10. AB2020-288 Request authorization for the County Executive to enter into a contract between Whatcom County and Lake Whatcom Water and Sewer District to provide emergency management services, in the amount of \$100,000
Pages 304 - 312
11. AB2020-289 Request authorization for the County Executive to award Bid #20-22 and enter into a subsequent contract between Whatcom County and Foss Maritime for the annual drydocking, repair and maintenance of the Whatcom Chief ferry, in the amount of \$436,161
Pages 313 - 315

Other Business

Adjournment

PUBLIC WORKS AND HEALTH COMMITTEE
1:00 p.m. Tuesday, July 21, 2020
Virtual Meeting

Call To Order

Roll Call

Announcement

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Committee Discussion

1. AB2020-299 Discussion regarding Address and Road Name Citizen Appeal Committee
Pages 316 - 319

Committee Discussion and Recommendation to Council

1. AB2020-296 Resolution approving the Lake Whatcom Water and Sewer District Comprehensive Sewer Plan 2020 Update
Pages 320 - 365

Other Business

Adjournment

COMMITTEE OF THE WHOLE
2:00 p.m. Tuesday, July 21, 2020
Virtual Meeting

Call To Order

Roll Call

Announcement

Committee Discussion

1. AB2020-219 Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)
Page 366
2. AB2020-234 Discussion regarding goals, guidelines, and approach to updating current and future budgets
Page 367

Other Business

Adjournment

PLANNING AND DEVELOPMENT COMMITTEE
3:30 p.m. - MAY BEGIN EARLIER Tuesday, July 21, 2020

Call To Order

Roll Call

Announcement

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Committee Discussion

1. AB2020-284 Discussion regarding PDS enforcement action
Page 368

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING
6:00 p.m. Tuesday, July 21, 2020
Virtual Meeting

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

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COUNTY EXECUTIVE'S REPORT

MINUTES CONSENT

1. MIN2020-060 Regular County Council for May 19, 2020
Pages 369 - 384
2. MIN2020-061 Committee of the Whole - Budget Retreat for May 26, 2020
Pages 385 - 389
3. MIN2020-062 Special Council for June 1, 2020
Pages 390 - 393
4. MIN2020-063 Regular County Council Part 1 for June 2, 2020
Pages 394 - 406
5. MIN2020-064 Regular County Council for June 2, 2020 Part 2
Pages 407 - 414
6. MIN2020-065 Committee of the Whole - Executive Session for June 2, 2020
Pages 415 - 418
7. MIN2020-070 Committee of the Whole for June 16, 2020
Pages 419 - 424
8. MIN2020-071 Regular County Council for June 16, 2020
Pages 425 - 440
9. MIN2020-072 Special Committee of the Whole for June 23, 2020
Pages 441 - 451
10. MIN2020-073 Water Work Session for June 23, 2020
Pages 452 - 456

PUBLIC HEARING

To participate, see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

1. AB2020-253 Resolution authorizing Whatcom County to enter into a twenty-year communication tower lease agreement with Verizon Wireless for an existing tower site located at the Lookout Mountain Forest Reserve
Pages 457 - 512

2. AB2020-254 Resolution authorizing Whatcom County to enter into a twenty-year communication lease agreement with PI Tower Development LLC for an existing tower site located at the Lookout Mountain Forest Reserve
Pages 513 - 562

OPEN SESSION (20 MINUTES)

To participate, see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

CONSENT AGENDA

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

(From Council Finance and Administrative Services Committee)

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Pages 313 - 315

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2020-276 Ordinance amending the 2020 Whatcom County Budget, request no. 14, in the amount of \$1,810,500
Pages 1 - 25
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Pages 46 - 64

(From Council Public Works and Health Committee)

5. AB2020-296 Resolution approving the Lake Whatcom Water and Sewer District Comprehensive Sewer Plan 2020 Update
Pages 320 - 365

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2020-281 Appointment to the Wildlife Advisory Committee, member with technical expertise, applicant(s): Barry Wenger
Pages 563 - 566
2. AB2020-282 Appointment to the Homeless Strategies Workgroup, Homeless Advocate position, applicant(s): Markis (Dee) Stidham
Pages 567 - 571
3. AB2020-283 Appointment to Consolidated Drainage Improvement District 1, supervisor position 3, applicant(s): James Bouma
Pages 572 - 573

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2020-285 Request confirmation of County Executive's appointment of Alysa Oradat to the Developmental Disabilities Advisory Board
Pages 574 - 580

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. AB2020-086 Ordinance granting Cellco Partnership d/b/a Verizon Wireless, a non-exclusive franchise for the provision of wireless telecommunications services
Pages 581 - 604
2. AB2020-297 Ordinance amending the 2020 Whatcom County Budget, request no. 15, in the amount of \$716,503
Pages 605 - 621
3. AB2020-291 Ordinance regarding installation of stop signs on certain County Roads
Pages 622 - 625
4. AB2020-300 Receipt of application for the Homeless Strategies Workgroup, Special Populations position, applicant(s): Michael Berres (application deadline for any other applicants for this position is 10 a.m. on July 28, 2020)
Pages 626 - 630

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-276

File ID:	AB2020-276	Version:	1	Status:	Introduced
File Created:	06/25/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 14, in the amount of \$1,810,500

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #14 requests funding from the General Fund:

1. To transfer budget authority of \$21,748 from Non Departmental to Sheriff to fund Fraternal Order of Police wage settlement.
2. To appropriate \$21,748 in Sheriff to fund Fraternal Order of Police wage settlement.
From the Homeless Housing Fund:
3. To appropriate \$120,000 in Health to fund Covid-19 homess assistance and prevention from grant proceeds.
From the Conservation Futures Fund:
4. To appropriate \$995,500 in Planning and Development Services to fund Brar, McLeod, Roper and TeVelde agricultural conservation easements partially funded by grant proceeds.
From Real Estate Excise Tax II Fund:
5. To appropriate \$695,000 to fund Silver Beach Creek Stormwater Project Budget.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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07/07/2020 Council

INTRODUCED

Council Finance and
Administrative Services
Committee

Attachments: Proposed Ordinance, Supporting Documentation - Summary Schedule, Supporting Documentation
- Supplemental Requests

**ORDINANCE NO.
AMENDMENT NO. 14 OF THE 2020 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 2020 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Non Departmental	(21,748)	-	(21,748)
Sheriff's Department	21,748	-	21,748
Total General Fund	-	-	-
Homeless Housing Fund	120,000	(120,000)	-
Conservation Futures Fund	995,500	(434,000)	561,500
Real Estate Excise Tax II Fund	695,000	-	695,000
Total Supplemental	1,810,500	(554,000)	1,256,500

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

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

Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 14				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Non Departmental	To move wage budget authority to Sheriff's Department.	(21,748)	-	(21,748)
Sheriff's Department	To fund Fraternal Order of Police Settlement.	<u>21,748</u>	<u>-</u>	<u>21,748</u>
Total General Fund		-	-	-
Homeless Housing Fund				
Health	To fund Covid-19 homeless assistance and prevention from grant proceeds.	<u>120,000</u>	<u>(120,000)</u>	<u>-</u>
Total Homeless Housing Fund		120,000	(120,000)	-
Conservation Futures Fund				
Planning and Development Services	To fund Brar Agricultural Conservation Easement from grant proceeds.	252,500	(111,000)	141,500
Planning and Development Services	To fund McLeod Agricultural Conservation Easement from grant proceeds.	428,500	(185,000)	243,500
Planning and Development Services	To fund Roper Agricultural Conservation Easement from grant proceeds.	217,500	(97,000)	120,500
Planning and Development Services	To fund TeVelde Agricultural Conservation Easement from grant proceeds.	<u>97,000</u>	<u>(41,000)</u>	<u>56,000</u>
Total Conservation Futures Fund		995,500	(434,000)	561,500
Real Estate Excise Tax II Fund	To fund transfer in support of Silver Beach Creek Stormwater Project Budget.	<u>695,000</u>	<u>-</u>	<u>695,000</u>
Total Supplemental		<u>1,810,500</u>	<u>(554,000)</u>	<u>1,256,500</u>

Supplemental Budget Request

Status: Pending

Sheriff

Administration

Suppl ID # 3048

Fund 1

Cost Center 2900

Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Record Fraternal Order of Police Settlement

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$16,511
	6210	Retirement	\$1,204
	6230	Social Security	\$1,258
	6255	Other H&W Benefits	\$2,753
	6269	Unemployment-Interfund	\$22
	Request Total		\$21,748

1a. Description of request:

Record Fraternal Order of Police settlement for Sheriff's Office Law Enforcement Lieutenants and Chiefs.

1b. Primary customers:

Sheriff's Office command staff

2. Problem to be solved:

Budget authority needs to be moved from Non Departmental wage reserves to the Sheriff's Office administrative cost center to provide budget authority in compliance with the Fraternal Order of Police bargaining agreement.

3a. Options / Advantages:

No other options

3b. Cost savings:

None

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Monday, March 23, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3074

Fund 122

Cost Center 122800

Originator: Kathleen Roy

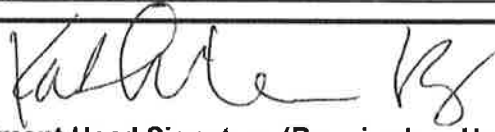
Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: Emergency Solutions Grant - COVID 19

X



Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0421	Commerce Grant	(\$120,000)
	6610	Contractual Services	\$120,000
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority of new funding from the Washington State Department of Commerce to prevent, prepare for, and respond to the Coronavirus pandemic. These funds will support homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19. The grant total of \$494,112 provides funding through September 30, 2022, and it is expected that \$120,000 will be utilized in 2020. This supplemental includes revenue and expense for this pass through grant.

1b. Primary customers:

Individuals and families who are homeless or receiving homeless assistance.

2. Problem to be solved:

People who are homeless or receiving homeless assistance are not able to easily access non-pharmaceutical interventions that can mitigate the spread of COVID-19. The pandemic has also created economic challenges for households that are facing housing instability.

3a. Options / Advantages:

These additional funds will support an expansion of housing and shelter options which will promote individual as well as public health and welfare interests.

3b. Cost savings:

These federal funds are passed to the county through the state and will not impact local funds. Cost savings will occur as people are stabilized in housing, to include when in need of isolation or quarantine, and the negative impacts to public health and welfare are mitigated.

4a. Outcomes:

Increased housing and shelter opportunities to provide for safety, security and wellness for those experiencing homelessness.

4b. Measures:

Retention of, as well as increase in number of additional housing/shelter options and services provided to support the expansion.

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

Washington State Department of Commerce CARES Act Emergency Solutions Grant-COVID-19 (ESG-CV) -Federal funding provided to the State to use at local levels.

Monday, June 22, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3049 Fund 1 Cost Center 4075 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Move Wage Budget Authority to Sheriff's Office

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	(\$21,748)
	Request Total		(\$21,748)

1a. Description of request:

Decrease budget authority in Non Departmental wage reserve account and move it to the Sheriff's Office to fund Fraternal Order of Police settlement. See corresponding Suppl ID #3048 Record Fraternal Order of Police Settlement

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund - Non Departmental wage reserves

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3068

Fund 324

Cost Center 32400

Originator: Kraig Olason

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Silver Beach Creek Phase 1 REET Request

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.123	Operating Transfer Out	\$695,000
	Request Total		\$695,000

1a. Description of request:

This project will improve water quality in Silver Beach Creek and Lake Whatcom by reducing the amount of sediment and phosphorus discharge from a developed neighborhood in the Silver Beach Creek drainage basin. Runoff from the Lakewood Development is currently collected in a stormwater detention pond and is then discharged untreated into Silver Beach Creek. Water quality monitoring over the past decade has shown Silver Beach Creek to be a contributor of phosphorus into Lake Whatcom. Lake Whatcom is currently under a TMDL permit due to poor water quality associated with phosphorus and fecal coliform.

This project includes installation of a large filter vault/modular wetland adjacent to Wood Lake Meadows subdivision in the Hillsdale area of the Lake Whatcom watershed. The new water quality facility will reduce the amount of sediment and phosphorus entering Silver Beach Creek by filtering approximately 24 acres of contributing area.

1b. Primary customers:

Primary customers include all individuals and businesses that rely on Lake Whatcom for their drinking water (100,000 people), as well as environment at large.

2. Problem to be solved:

Lake Whatcom is currently under a TMDL permit as a result of poor water quality and the impacts of algal blooms on public health and other beneficial uses of the lake. The TMDL mandates that Whatcom County and the City of Bellingham develop and implement programs to reduce impacts of phosphorus to the lake. The installation of this project is one of the measures included in the county's listed activities focusing on improving the lake's water quality.

3a. Options / Advantages:

For this specific site, due to site constraints, few other options are available. A modular wetland has been chosen as the preferred treatment option because the area has consistent base flow throughout much of the winter. Cartridge vaults require regular dry out periods, which won't occur under base flow conditions. Bioswales, another options, weren't feasible due to limited site area and steep topography.

3b. Cost savings:

Actual cost savings are difficult to quantify from this project. Efforts to improve water quality in the lake are required by the TMDL permit. Failure to implement the adopted program elements included in the TMDL response could result in fines. The costs of installing the proposed system is offset by the potential to treat an entire subdivision with one treatment facility as opposed to several smaller systems. The costs and convenience of constructing and maintaining one modular wetland rather than several smaller modular wetlands will prove cost effective.

Thursday, June 25, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3068

Fund 324

Cost Center 32400

Originator: Kraig Olason

4a. Outcomes:

This project is intended to reduce phosphorus leaving the developed properties within the Lakewood Subdivision. Conservative estimates indicate that phosphorus should be reduced by over 50%. In many cases this reduction could be as much as +60%.

4b. Measures:

The designed system will be able to be monitored to determine the level of treatment being achieved. It is our goal to achieve over 50% phosphorus treatment of the runoff from the outlet pond.

5a. Other Departments/Agencies:

This project will require regular inspection, at least annually, and regular maintenance. Modular wetlands don't require cartridge replacements every year like cartridge vaults do, but will require modest regular maintenance and replacement of some or all of the treatment media eventually. Overall it is anticipated that modular wetlands will be less costly on an annual basis than typical cartridge vaults.

Public Works Maintenance and Operations Crew will be tasked with regular maintenance activities. The Stormwater Division will be providing frequent inspections.

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

Vernon Brown - Responsible for managing the NPDES crew which provides maintenance services of all stormwater facilities. Kraig Olason, Stormwater Program Manager, responsible to ensure all inspections are made timely.

6. Funding Source:

The majority of the funding source for this project is the Real Estate Excise Tax. A secondary source is the Lake Whatcom Stormwater Utility. REET has funded the majority of the Lake Whatcom Stormwater projects over the years..

WHATCOM COUNTY

Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax



Mark Personius, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, PDS Director *ms*

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: June 11, 2020

SUBJECT: Supplemental Budget Request to complete agricultural conservation easement acquisition for PDR applicant Brar

Introduction

The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 158 development rights on 1,372 acres through 26 conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of an agricultural conservation easement on the Brar property. On September 26, 2017, Whatcom County Council approved the PDR Program Administrator and County Executive to proceed with the acquisition of this easement through Resolution 2017-042. This supplemental budget request includes all costs associated with closing of this agricultural conservation easement, including easement cost, easement monitoring fees, baseline documentation fees, and associated closing costs. This request will support completion of the PDR process on this property.

Background and Purpose

Completion of the Brar agricultural conservation easement will remove 10 development rights and add an additional 64.5 acres to the total protected acreage in Whatcom County. Whatcom Land Trust has developed a baseline condition report for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

The Brar conservation easement was selected to receive matching funds through the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP). These funds represent 48% of the actual easement cost.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is \$4,991,263.82.

This transaction must be completed within one year of the appraisal report dated January 2, 2020, or an updated appraisal and review will be necessary. This would add approximately \$4,000 in costs and additional staff time to complete the project.

Brar - PDR Supplemental Budget Request

Brar Agricultural Conservation Easement	\$230,000.00
- Easement monitoring and enforcement	\$12,000.00
- Survey	\$2,000.00
- Background Documents preparation	\$2,000.00
- Escrow and closing costs	\$6,500.00
<hr/>	
Subtotal	\$252,500.00
- Reimbursement from WA RCO	(\$111,000.00)
<hr/>	
Net cost to Whatcom County after reimbursement	\$141,500.00
<hr/>	

Request Summary

This request is consistent with Resolution 2017-042, which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the agricultural conservation easement on this property. The conservation easement will be completed and recorded by December 2020.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is \$4,991,263.82.

Please contact Becky Snijder van Wissenkerke, PDR Program Administrator, at (360)778-5956 with any questions or concerns.

Supplemental Budget Request

Planning & Development Services

Planning

Suppl ID # 3069 Fund 175 Cost Center 17550 Originator: Becky Snijder van Wissenkerke

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: Brar Agricultural Conservation Easement

X



6-18-2020

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0273	Farmland Preservation	(\$111,000)
	6610	Contractual Services	\$12,000
	7320	Land	\$240,500
	Request Total		\$141,500

1a. Description of request:

The proposed budget amendment is to cover all associated costs for completion of an agricultural conservation easement on the Brar property. This includes easement cost, easement monitoring and enforcement fees, baseline documentation, and escrow and closing costs.

1b. Primary customers:

The community at large benefits from the Purchase of Development Rights (PDR) program due to the permanent protection of the land for agricultural purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, and water quality are among the benefits for the community.

2. Problem to be solved:

The focus of the Purchase of Development Rights Program is to permanently protect agricultural and forestry lands from conversion to non-working land uses. This property contains productive agricultural soils, is adjacent to other working farmland and has been recommended for protection by the Purchase of Development Rights Oversight Committee and approved for purchase by County Council.

3a. Options / Advantages:

The Purchase of Development Rights Oversight Committee considers the PDR program to be an integral component of an overall working lands protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural and forestry lands. PDR easements are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural and forestry lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff, and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent working land development pattern in a given area. Maintaining a critical mass of viable working lands helps support the economy. For this specific easement the Washington State Recreation and Conservation Office (RCO) have provided \$111,000.00 in matching grant funds reducing the amount coming from the Conservation Futures Fund.

4a. Outcomes:

This easement will result in the permanent protection of 64.5 acres of agricultural land and associated

Thursday, June 18, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Planning & Development Services

Planning

Suppl ID # 3069 **Fund** 175 **Cost Center** 17550 **Originator:** Becky Snijder van Wissenkerke

ecosystems.

4b. Measures:

The easement on this property will be purchased with assistance from a title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed conservation easement.

5a. Other Departments/Agencies:

This is a joint project which involves the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding.

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

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Alex Jeffers is the Conservation Manager.

6. Funding Source:

Conservation Futures Fund (as requested).

The total coming out of Conservation Futures to make the purchase will be \$252,500.00, though the Washington State Recreation and Conservation Office (RCO) will reimburse Whatcom County for a combined total of \$111,000 towards this transaction. The net from expenditure Conservation Futures after reimbursement will be \$141,500.00. This transaction will have no effect on the General Fund.

WHATCOM COUNTY

Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax



Mark Personius, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, PDS Director *MP*

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: June 11, 2020

SUBJECT: Supplemental Budget Request to complete agricultural conservation easement acquisition for PDR applicant McLeod

Introduction

The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 158 development rights on 1,372 acres through 26 conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of an agricultural conservation easement on the McLeod property. On January 14, 2020, Whatcom County Council approved the PDR Program Administrator and County Executive to proceed with the acquisition of this easement through Resolution 2020-002. This supplemental budget request includes all costs associated with closing of this agricultural conservation easement, including easement cost, easement monitoring fees, baseline documentation fees, and associated closing costs. This request will support completion of the PDR process on this property.

Background and Purpose

Completion of the McLeod agricultural conservation easement will remove six development rights and add an additional 17.59 acres to the total protected acreage in Whatcom County. Whatcom Land Trust has developed a baseline condition report for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

The McLeod conservation easement was selected to receive matching funds through the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) as well as the Whatcom Community Foundation Farmland Preservation Fund (WCF-WFPF). These funds represent 46% of the actual easement cost.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is \$4,991,263.82.

This transaction must be completed within one year of the appraisal report dated October 14, 2019, or an updated appraisal and review will be necessary. This would add approximately \$5,000 in costs and additional staff time to complete the project.

McLeod - PDR Supplemental Budget Request

McLeod Agricultural Conservation Easement	\$400,000.00
- Easement monitoring and enforcement	\$20,000.00
- Background Documents preparation	\$2,000.00
- Escrow and closing costs	\$6,500.00
<hr/>	
Subtotal	\$428,500.00
- Reimbursement from WA RCO	(\$175,000.00)
- Reimbursement from WCF-WFPF	(\$10,000.00)
<hr/>	
Net cost to Whatcom County after reimbursement	\$243,500.00

Request Summary

This request is consistent with Resolution 2020-002, which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the agricultural conservation easement on this property. The conservation easement will be completed and recorded by October 2020.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is \$4,991,263.82.

Please contact Becky Snijder van Wissenkerke, PDR Program Administrator, at (360)778-5956 with any questions or concerns.

Supplemental Budget Request

Planning & Development Services

Planning

Suppl ID # 3070

Fund 175

Cost Center 17550

Originator: Becky Snijder van Wissenkerke

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: McLeod Agricultural Conservation Easement

X



6-18-2020

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0273	Farmland Preservation	(\$175,000)
	4367.1000	Donations	(\$10,000)
	6610	Contractual Services	\$20,000
	7320	Land	\$408,500
	Request Total		\$243,500

1a. Description of request:

The proposed budget amendment is to cover all associated costs for completion of an agricultural conservation easement on the McLeod property. This includes easement cost, easement monitoring and enforcement fees, baseline documentation, and escrow and closing costs.

1b. Primary customers:

The community at large benefits from the Purchase of Development Rights (PDR) program due to the permanent protection of the land for agricultural purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, and water quality are among the benefits for the community.

2. Problem to be solved:

The focus of the Purchase of Development Rights Program is to permanently protect agricultural and forestry lands from conversion to non-working land uses. This property contains productive agricultural soils, is adjacent to other working farmland and has been recommended for protection by the Purchase of Development Rights Oversight Committee and approved for purchase by County Council.

3a. Options / Advantages:

The Purchase of Development Rights Oversight Committee considers the PDR program to be an integral component of an overall working lands protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural and forestry lands. PDR easements are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural and forestry lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff, and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent working land development pattern in a given area. Maintaining a critical mass of viable working lands helps support the economy. For this specific easement the Washington State Recreation and Conservation Office (RCO) have provided \$175,000.00 in matching grant funds and the Whatcom Community Foundation Farmland Preservation Fund are granting \$10,000.00 reducing the amount coming from the Conservation Futures Fund.

Thursday, June 18, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Planning & Development Services

Planning

Suppl ID # 3070

Fund 175

Cost Center 17550

Originator: Becky Snijder van Wissenkerke

4a. Outcomes:

This easement will result in the permanent protection of 17.59 acres of agricultural land and associated ecosystems.

4b. Measures:

The easement on this property will be purchased with assistance from a title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed conservation easement.

5a. Other Departments/Agencies:

This is a joint project which involves the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding.

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

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Alex Jeffers is the Conservation Manager.

6. Funding Source:

Conservation Futures Fund (as requested).

The total coming out of Conservation Futures to make the purchase will be \$428,500.00, though the Washington State Recreation and Conservation Office (RCO) will reimburse Whatcom County for a total of \$175,000 towards this transaction and the Whatcom Community Foundation- Whatcom Farmland Preservation Fund (WCF-WFPF) will reimburse a total of \$10,000. The net expenditure from Conservation Futures after reimbursement will be \$243,500.00. This transaction will have no effect on the General Fund.



Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, PDS Director *MP*

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: June 11, 2020

SUBJECT: Supplemental Budget Request to complete agricultural conservation easement acquisition for PDR applicant TeVelde

Introduction

The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 158 development rights on 1,372 acres through 26 conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of an agricultural conservation easement on the TeVelde property. On January 14, 2020, Whatcom County Council approved the PDR Program Administrator and County Executive to proceed with the acquisition of this easement through Resolution 2020-002. This supplemental budget request includes all costs associated with closing of this agricultural conservation easement, including easement cost, easement monitoring fees, survey cost, baseline documentation fees, and associated closing costs. This request will support completion of the PDR process on this property.

Background and Purpose

Completion of the TeVelde agricultural conservation easement will remove one development right and add an additional 19.6 acres to the total protected acreage in Whatcom County. Whatcom Land Trust has developed a baseline condition report for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

The TeVelde conservation easement was selected to receive matching funds through the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP). These funds represent 55% of the actual easement cost.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is \$4,991,263.82.

This transaction must be completed within one year of the appraisal report dated November 11, 2019, or an updated appraisal and review will be necessary. This would add approximately \$4,000 in costs and additional staff time to complete the project.

TeVelde - PDR Supplemental Budget Request

TeVelde Agricultural Conservation Easement	\$75,000.00
- Easement monitoring and enforcement	\$12,000.00
- Survey	\$1,500.00
- Background Documents preparation	\$2,000.00
- Escrow and closing costs	\$6,500.00
<hr/>	
Subtotal	\$97,000.00
- Reimbursement from WA RCO	(\$41,000.00)
<hr/>	
Net cost to Whatcom County after reimbursement	\$56,000.00
<hr/>	

Request Summary

This request is consistent with Resolution 2020-002, which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the agricultural conservation easement on this property. The conservation easement will be completed and recorded by November 2020.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is \$4,991,263.82.

Please contact Becky Snijder van Wissenkerke, PDR Program Administrator, at (360)778-5956 with any questions or concerns.

Supplemental Budget Request

Planning & Development Services

Administration

Suppl ID # 3072

Fund 175

Cost Center 17550

Originator: Becky Snijder van Wissenkerke

Year 1 2019

Add'l FTE ☐

Priority

Name of Request: **TeVelde Agricultural Conservation Easement**

X



6-18-2020

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0273	Farmland Preservation	(\$41,000)
	6610	Contractual Services	\$12,000
	7320	Land	\$85,000
	Request Total		\$56,000

1a. Description of request:

The proposed budget amendment is to cover all associated costs for completion of an agricultural conservation easement on the TeVelde property. This includes easement cost, easement monitoring and enforcement fees, survey cost, baseline documentation, and escrow and closing costs.

1b. Primary customers:

The community at large benefits from the Purchase of Development Rights (PDR) program due to the permanent protection of the land for agricultural purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, and water quality are among the benefits for the community.

2. Problem to be solved:

The focus of the Purchase of Development Rights Program is to permanently protect agricultural and forestry lands from conversion to non-working land uses. This property contains productive agricultural soils, is adjacent to other working farmland and has been recommended for protection by the Purchase of Development Rights Oversight Committee and approved for purchase by County Council.

3a. Options / Advantages:

The Purchase of Development Rights Oversight Committee considers the PDR program to be an integral component of an overall working lands protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural and forestry lands. PDR easements are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural and forestry lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff, and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent working land development pattern in a given area. Maintaining a critical mass of viable working lands helps support the economy. For this specific easement the Washington State Recreation and Conservation Office (RCO) have provided \$41,000.00 in matching grant funds reducing the amount coming from the Conservation Futures Fund.

4a. Outcomes:

This easement will result in the permanent protection of 19.6 acres of agricultural land and associated

Thursday, June 18, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Planning & Development Services

Administration

Suppl ID # 3072 Fund 175 Cost Center 17550 Originator: Becky Snijder van Wissenkerke

ecosystems.

4b. Measures:

The easement on this property will be purchased with assistance from a title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed conservation easement.

5a. Other Departments/Agencies:

This is a joint project which involves the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding.

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

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Alex Jeffers is the Conservation Manager.

6. Funding Source:

Conservation Futures Fund (as requested).

The total coming out of Conservation Futures to make the purchase will be \$97,000.00, though the Washington State Recreation and Conservation Office (RCO) will reimburse Whatcom County for a total of \$41,000 towards this transaction. The net expenditure from the Conservation Futures Fund after reimbursement will be \$56,000.00. This will have no effect on the General Fund

WHATCOM COUNTY

Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax



Mark Personius, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, PDS Director *MP*

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: June 11, 2020

SUBJECT: Supplemental Budget Request to complete agricultural conservation easement acquisition for PDR applicant Roper

Introduction

The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 158 development rights on 1,372 acres through 26 conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of an agricultural conservation easement on the Roper property. On January 14, 2020, Whatcom County Council approved the PDR Program Administrator and County Executive to proceed with the acquisition of this easement through Resolution 2020-002. This supplemental budget request includes all costs associated with closing of this agricultural conservation easement, including easement cost, easement monitoring fees, survey cost, baseline documentation fees, and associated closing costs. This request will support completion of the PDR process on this property.

Background and Purpose

Completion of the Roper agricultural conservation easement will remove four development rights and add an additional 26.75 acres to the total protected acreage in Whatcom County. Whatcom Land Trust has developed a baseline condition report for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

The Roper conservation easement was selected to receive matching funds through the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP). These funds represent 50% of the actual easement cost.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is \$4,991,263.82.

This transaction must be completed within one year of the appraisal report dated October 15, 2019, or an updated appraisal and review will be necessary. This would add approximately \$4,000 in costs and additional staff time to complete the project.

Roper - PDR Supplemental Budget Request

Roper Agricultural Conservation Easement	\$195,000.00
- Easement monitoring and enforcement	\$12,000.00
- Survey	\$2,000.00
- Background Documents preparation	\$2,000.00
- Escrow and closing costs	\$6,500.00
<hr/>	
Subtotal	\$217,500.00
- Reimbursement from WA RCO	(\$97,000.00)
<hr/>	
Net cost to Whatcom County after reimbursement	\$120,500.00
<hr/>	

Request Summary

This request is consistent with Resolution 2020-002, which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the agricultural conservation easement on this property. The conservation easement will be completed and recorded by October 2020.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is \$4,991,263.82.

Please contact Becky Snijder van Wissenkerke, PDR Program Administrator, at (360)778-5956 with any questions or concerns.

Supplemental Budget Request

Planning & Development Services

Planning

Suppl ID # 3071 Fund 175 Cost Center 17550 Originator: Becky Snijder van Wissenkerke

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Roper Agricultural Conservation Easement

X

[Handwritten Signature]

6-18-2020

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0273	Farmland Preservation	(\$97,000)
	6610	Contractual Services	\$12,000
	7320	Land	\$205,500
	Request Total		\$120,500

1a. Description of request:

The proposed budget amendment is to cover all associated costs for completion of an agricultural conservation easement on the Roper property. This includes easement cost, easement monitoring and enforcement fees, survey cost, baseline documentation, and escrow and closing costs.

1b. Primary customers:

The community at large benefits from the Purchase of Development Rights (PDR) program due to the permanent protection of the land for agricultural purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, and water quality are among the benefits for the community.

2. Problem to be solved:

The focus of the Purchase of Development Rights Program is to permanently protect agricultural and forestry lands from conversion to non-working land uses. This property contains productive agricultural soils, is adjacent to other working farmland and has been recommended for protection by the Purchase of Development Rights Oversight Committee and approved for purchase by County Council.

3a. Options / Advantages:

The Purchase of Development Rights Oversight Committee considers the PDR program to be an integral component of an overall working lands protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural and forestry lands. PDR easements are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural and forestry lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff, and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent working land development pattern in a given area. Maintaining a critical mass of viable working lands helps support the economy. For this specific easement the Washington State Recreation and Conservation Office (RCO) have provided \$97,000.00 in matching grant funds reducing the amount coming from the Conservation Futures Fund.

4a. Outcomes:

This easement will result in the permanent protection of 26.75 acres of agricultural land and associated

Thursday, June 18, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Planning & Development Services

Planning

Suppl ID # 3071

Fund 175

Cost Center 17550

Originator: Becky Snijder van Wissenkerke

ecosystems.

4b. Measures:

The easement on this property will be purchased with assistance from a title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed conservation easement.

5a. Other Departments/Agencies:

This is a joint project which involves the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding.

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

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Alex Jeffers is the Conservation Manager.

6. Funding Source:

Conservation Futures Fund (as requested).

The total coming out of Conservation Futures to make the purchase will be \$217,500.00, though the Washington State Recreation and Conservation Office (RCO) will reimburse Whatcom County for a combined total of \$97,000 towards this transaction. The net expenditure from Conservation Futures after reimbursement will be \$120,500.00. This transaction will have no effect on the General Fund.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-277

File ID:	AB2020-277	Version:	1	Status:	Introduced
File Created:	06/25/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance establishing the Silver Beach Creek Fund and establishing a project based budget for the Silver Beach Creek Stormwater Improvements Fund

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request establishes the Silver Beach Creek Stormwater Improvements Fund and requests a project based budget to fund stormwater capital improvements in the amount of \$780,000.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/07/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Departmental Memo, Silver Beach Creek Request

ORDINANCE NO. _____

**ORDINANCE ESTABLISHING THE SILVER BEACH CREEK FUND AND
ESTABLISHING A PROJECT BASED BUDGET FOR THE SILVER BEACH CREEK
STORMWATER IMPROVEMENTS FUND**

WHEREAS, Silver Beach Creek Stormwater Improvements Phase 1 is listed as item number 2 on the 2020-2025 Six-Year Water Resources Improvement Program for the Lake Whatcom Watershed with anticipated total cost of \$780,000, and,

WHEREAS, phase 1 of this project will treat runoff from approximately 24 acres and includes system upgrades to improve water quality through construction of filter vaults or installation of modular wetland systems which will remove approximately 15 pounds of phosphorus, and

WHEREAS, local funding for phase 1 of this project will be provided by \$695,000 in Real Estate Excise Tax II funds, and \$85,000 in Lake Whatcom Stormwater Utility Funds, and

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

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established, effective immediately, titled Silver Beach Creek Stormwater Improvements Fund. This fund shall be used to account for the revenues and expenditures of the improvement project described above, and

BE IT FURTHER ORDAINED by the Whatcom County Council that the Silver Beach Creek Stormwater Improvements Fund is approved with an initial project budget of \$780,000.

ADOPTED this ____ day of July, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Approved by email/C Quinn/M Caldwell
Christopher Quinn
Senior Deputy Prosecuting
Attorney – Civil Division

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____




Jon Hutchings
DIRECTOR

STORMWATER
322 N. Commercial Street, Suite 220
Bellingham, WA 98225-4042
Stormwater: (360) 778-6210
FAX: (360) 778-6201
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Sidhu, County Executive and
Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director 

FROM: Kraig Olason, Stormwater Program Manager

DATE: June 22, 2020

RE: Ordinance establishing the Silver Beach Creek Fund, Project Based
Budget and Supplemental Budget request for Phase 1 of the Silver Beach Creek
Stormwater Improvements

Please find attached for approval an ordinance establishing the Silver Beach Creek Fund, project based budget and supplemental budget request from Public Works Stormwater for the Silver Beach Creek Phase 1 Stormwater Improvement project.

▪ Background and Purpose

This project has been adopted as part of the prioritized list of Capital Improvement Projects of Appendix 2: Total Maximum Daily Load (TMDL) Requirements of the 2019-2024 Western Washington Phase II Municipal Stormwater Permit and is listed as the second highest priority Lake Whatcom capital on the 2019-2024 Six Year Water Resources Improvement Plan for construction in 2020.. As a Permittee, Whatcom County must implement permit requirements specific to the Lake Whatcom TMDL to improve water quality of the lake. This project has been identified as a specific action in attaining compliance with the TMDL. It will substantially reduce the discharge of phosphorus and other pollutants to Lake Whatcom. Runoff along North Shore Drive, from a developed portion of the Silver Beach Creek sub-basin will be collected and treated prior to discharge into Lake Whatcom.

This supplemental budget request includes costs for design, easement acquisition and construction of this project. Site analysis/project feasibility review has been conducted and survey has been completed. The project is scheduled for construction Summer of 2021 subject to approval of the requested funds.

▪ Funding Amount and Source

This request, in the additional amount of \$780,000, will be funded by a transfer from the REET fund (\$695,000) and Lake Whatcom Stormwater Utility funds (\$85,000).

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

Encl.

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3062 Fund Cost Center Originator: Kraig Olason

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Silver Beach Creek Phase 1

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$48,000
	6290	Applied Benefits	\$36,000
	6630	Professional Services	\$88,000
	6699	Other Services-Interfund	\$60,500
	7199	Other Miscellaneous/Inte	\$2,500
	7380	Other Improvements	\$545,000
	8301.132	Operating Transfer In	(\$85,000)
	8301.324	Operating Transfer In	(\$695,000)
	Request Total		\$0

1a. Description of request:

This project will improve water quality in Silver Beach Creek and Lake Whatcom by reducing the amount of sediment and phosphorus discharge from a developed neighborhood in the Silver Beach Creek drainage basin. Runoff from the Lakewood Development is currently collected in a stormwater detention pond and is then discharged untreated into Silver Beach Creek. Water quality monitoring over the past decade has shown Silver Beach Creek to be a contributor of phosphorus into Lake Whatcom. Lake Whatcom is currently under a TMDL permit due to poor water quality associated with phosphorus and fecal coliform.

This project includes installation of a large filter vault/modular wetland adjacent to Wood Lake Meadows subdivision in the Hillsdale area of the Lake Whatcom watershed. The new water quality facility will reduce the amount of sediment and phosphorus entering Silver Beach Creek by filtering approximately 24 acres of contributing area.

1b. Primary customers:

Primary customers include all individuals and businesses that rely on Lake Whatcom for their drinking water (100,000 people), as well as environment at large.

2. Problem to be solved:

Lake Whatcom is currently under a TMDL permit as a result of poor water quality and the impacts of algal blooms on public health and other beneficial uses of the lake. The TMDL mandates that Whatcom County and the City of Bellingham develop and implement programs to reduce impacts of phosphorus to the lake. The installation of this project is one of the measures included in the county's listed activities focusing on improving the lake's water quality.

3a. Options / Advantages:

For this specific site, due to site constraints, few other options are available. A modular wetland has been chosen as the preferred treatment option because the area has consistent base flow throughout much of the winter. Cartridge vaults require regular dry out periods, which won't occur under base flow conditions. Bioswales, another options, weren't feasible due to limited site area and steep topography.

Thursday, June 25, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3062

Fund

Cost Center

Originator: Kraig Olason

3b. Cost savings:

Actual cost savings are difficult to quantify from this project. Efforts to improve water quality in the lake are required by the TMDL permit. Failure to implement the adopted program elements included in the TMDL response could result in fines. The costs of installing the proposed system is offset by the potential to treat an entire subdivision with one treatment facility as opposed to several smaller systems. The costs and convenience of constructing and maintaining one modular wetland rather than several smaller modular wetlands will prove cost effective.

4a. Outcomes:

This project is intended to reduce phosphorus leaving the developed properties within the Lakewood Subdivision. Conservative estimates indicate that phosphorus should be reduced by over 50%. In many cases this reduction could be as much as +60%.

4b. Measures:

The designed system will be able to be monitored to determine the level of treatment being achieved. It is our goal to achieve over 50% phosphorus treatment of the runoff from the outlet pond.

5a. Other Departments/Agencies:

This project will require regular inspection, at least annually, and regular maintenance. Modular wetlands don't require cartridge replacements every year like cartridge vaults do, but will require modest regular maintenance and replacement of some or all of the treatment media eventually. Overall it is anticipated that modular wetlands will be less costly on an annual basis than typical cartridge vaults.

Public Works Maintenance and Operations Crew will be tasked with regular maintenance activities. The Stormwater Division will be providing frequent inspections.

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

Vernon Brown - Responsible for managing the NPDES crew which provides maintenance services of all stormwater facilities. Kraig Olason, Stormwater Program Manager, responsible to ensure all inspections are made timely.

6. Funding Source:

The majority of the funding source for this project is the Real Estate Excise Tax. A secondary source is the Lake Whatcom Stormwater Utility. REET has funded the majority of the Lake Whatcom Stormwater projects over the years..



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-290

File ID:	AB2020-290	Version:	1	Status:	Agenda Ready
File Created:	07/07/2020	Entered by:	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request permission for the County Council to authorize the County Executive to award Bid #20-24 and execute a construction contract with the low bidder, Williamson Construction, for the Twinview Levee Improvement Project in the amount of \$60,814.25 including all taxes (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Attached for review and signature is a construction contract award package for the Twinview Levee Improvement Project. The package includes the Bid Award, Bid Tabulation, Low Bid Proposal, and Pre-Award Bidder Responsibility Checklist.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Twinview Levee Improvement Project



MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Gary Stoyka, Natural Resources Manager *GS*
Paula J. Harris, P.E., River and Flood Manager *PJH*

RE: Twinview Levee Improvement Project

DATE: July 1, 2020

Attached for your review and signature is a construction contract award package for the Twinview Levee Improvement Project. The package includes the Bid Award, Bid Tabulation, Low Bid Proposal, and Pre-Award Bidder Responsibility Checklist.

Requested Action

Public Works respectfully requests that the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors authorize the County Executive to award the bid and execute a construction contract with the low bidder, **Williamson Construction**, for the Twinview Levee Improvement Project in the amount of **\$60,814.25** including all taxes. Six (6) bid proposals were received at the bid opening on Tuesday June 23, 2020.

Background and Purpose

This project will improve approximately 850 feet of the Twinview Levee near Everson, Washington. The US Army Corps of Engineers (USACE) identified deficiencies at both the upstream and downstream ends of the Twinview Levee including insufficient levee prism geometry and unwanted vegetation. This project resolves these deficiencies and was included in the System-wide Improvement Framework (SWIF) developed by the FCZD in 2016.

Proposed improvements include widening the levee crest to a minimum of 12 feet, flattening the back slope to a minimum of 4:1 and removing unwanted vegetation. Resolving these deficiencies will help maintain the levee's eligibility in the USACE's PL 84-99 program, which provides assistance to repair levees damaged by flooding.

Funding Amount and Source

The 2020 FCZD capital budget appropriation included \$15,000 for this project (Exhibit B to the 2020 FCZD budget resolution) for expenditures associated with project design. With the addition of a Senior Engineer in the River and Flood Program, this project was accelerated and construction was moved to 2020 rather than 2021 as originally anticipated when the 2020 budget was developed. As such, the bid package requires approval by the FCZD Board of Supervisors, consistent with the budget resolution and will utilize budget authority already appropriated in 2020 for new and emergency projects.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding this agreement.

In accordance with W.C.C. 3.08.090, I concur with this recommendation:

Sara Winger
Sara Winger, Purchasing Coordinator

07/01/2020
Date

Pre-Award Construction Responsible Bidder Checklist

Project Information			
Name: Twinview Levee Improvements		Project No: 719007	Bid No. 20-24
Limits:			Bid Opening Date:
Contractor Name, Address & Phone Number			
Williamson Construction LLC 6439 Mt. Baker Highway, Deming WA 98244			Phone Number: 360-201-6876
Labor & Industries			
Contractor Registration https://secure.ini.wa.gov/verify/			
License Number: WILLICL8203C			Account Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): 02/23/2018			Expiration Date: 02/23/2022
Certificate of Workers Compensation: 660, 753-00			Account Current : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
L&I Contractor Strikes Have strikes been issued against this contractor?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
L&I Debarments Have debarments been issued against this contractor?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
L&I Contractor Training Requirement Is contractor Exempt from this Requirement? Training Completed 10/22/19			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Department of Revenue			
State Excise Tax Registration Number (Current UBI) Use link on L&I Verify page, located at the bottom of the page under "Other Government agencies"			
Tax Registration Number: 603-579-296			Account Status: Active <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Washington State Office of the Insurance Commissioner - Proposal (Bid) Bond https://www.insurance.wa.gov/consumertoolkit/search.aspx			
Is bonding company registered and active in the state of Washington?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number			
Has Bidder provided account number on the Bid Form? 000-753-053-00-1			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
SAM (System for Award Management) ****Optional for Local-Required for Federal Contracts **** https://www.sam.gov/SAM/ (no hyperlink – copy & paste to browser)			
Does Contractor have any Active Exclusions?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
DMCS (WA State Office of Minority & Women's Business Enterprises) https://omwbe.diversitycompliance.com/			
CBE <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> SBE <input type="checkbox"/> SEDBE <input type="checkbox"/> WBE <input type="checkbox"/> Check if Applicable			
Checked By			
Name of Employee: M. Jones			Date: 06/25/20

****For Federal Contracts with UDBE (Underutilized Disadvantaged Business Enterprises) a Condition of Award (COA) – required Subcontractor verification is recommended prior to Award*****

BID PROPOSAL FORM

TWINVIEW LEVEE IMPROVEMENTS

PROJECT NO. 719007

BID NO. 20-24

DATE: June 23th 2020

TO: Whatcom County Flood Control Zone District Board of Supervisors
Whatcom County Courthouse
311 Grand Avenue
Bellingham, Washington 98225

Gentlepersons:

This certifies that the Undersigned: has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: **"Twinview Levee Improvements, Project No. 719007"** Whatcom County, Washington, including the "Bid Procedures and Conditions," "Specifications and Conditions," "Contract Forms," "Construction Plans," and "Appendices," governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum, force account and unit prices as set forth in the "Bid" below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes (except state sales tax) not included in each lump sum or unit price, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said contract documents.

The Undersigned certifies that it is not currently disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).



ITEM NO.	ITEM DESCRIPTION	SECTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE IN FIGURES
1	MOBILIZATION	1-09.7	L.S.	L.S.		\$ 7,000.00
2	SPCC PLAN	1-07.15(1)	L.S.	L.S.		\$ 250.00
3	GRUBBING	2-01.3(2)	L.S.	L.S.		\$ 4,000.00
4	LEVEE SELECT FILL IMPORT		1,800	\$ 12.50 per TON		\$ 22,500.00
5	TOPSOIL TYPE A	8-02.3(4)A	1,700	\$ 5.00 per SY		\$ 8,500.00
6	HYDROSEEDING		1,900	\$ 2.00 per SY		\$ 3,800.00
7	WATERING (Force Account)		EST.	\$1.00		\$ 5,000.00
8	MISC. FORCE ACCOUNT		EST.	\$1.00		\$ 5,000.00

SUBTOTAL BID AMOUNT (Bid Items 1-8)

\$ 56,050.00

STATE SALES TAX@8.5%

\$ 4,764.25

TOTAL BID AMOUNT (Bid Items 1-8 plus tax)

\$ 60,814.25

NON-COLLUSION DECLARATION

TWINVIEW LEVEE IMPROVEMENTS

PROJECT NO. 719007

BID NO. 20-24

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: Williamson Construction LLC

Address: 6439 Mt. Baker Hwy ;

Deming, WA 98244 ;

Telephone: 360.201.6876 ;

Contractor's WA Registration Number: WILLICL820C3

Contractor's WA UBI Number: 603-579-253

Contractor's WA Employment Security Department Number: 000-753-053-00-1

Contractor's WA Excise Tax Registration Number: 82-4080514

The Firm submitting this proposal is a: ☐ Sole Proprietorship
☐ Partnership
☒ Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

<u>DJ Williamson</u>	<u>Partner</u>
Name (printed)	Title

<u></u>	<u></u>
Name (printed)	Title

<u></u>	<u></u>
Name (printed)	Title

<u></u>	<u></u>
Name (printed)	Title

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.



BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned hereby agrees to pay labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages as specified in the Specifications and Conditions for this project.

Bid Proposal Deposit Options:

CASHIER'S CHECK ☐ DOLLARS (\$ _____) PAYABLE
TO WHATCOM COUNTY FLOOD CONTROL ZONE
DISTRICT

CERTIFIED CHECK ☐ DOLLARS (\$ _____) PAYABLE
TO WHATCOM COUNTY FLOOD CONTROL ZONE
DISTRICT

PROPOSAL BOND ☒ IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) 1, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) [Signature]

Seal)

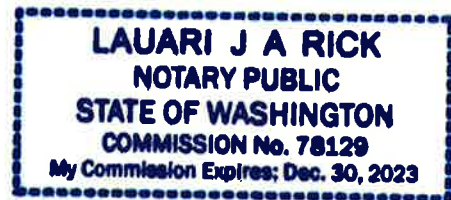
FIRM NAME: Williamson Construction LLC

STATE OF WASHINGTON)

COUNTY OF WHATCOM) ss.

On this 23rd day of JUNE, 2020, before me personally appeared
DANIEL WILLIAMSON to me personally known to be the person
described in and who executed the above instrument and who acknowledged to me the act of
signing thereof

[Signature]
NOTARY PUBLIC, in and for the
State of Washington, residing at: LYNDEN, WA
My Commission Expires: 12-30-2023



This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from Whatcom County Flood Control Zone District will be cause for considering the proposal irregular and for subsequent rejection of the bid.

[Signature]

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Williamson Construction, LLC

of Deming, WA as principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota

and having its principal place of business at Seattle

in the State of Washington, as Surety, are held and firmly bound unto Whatcom County Flood Control Zone District a quasi-municipal Corporation in the State of Washington, in the full and penal sum of five percent (5%) of the total bid amount appearing on the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid proposal for **"Twinview Levee Improvements, No. 719007, Bid No. 20-24"**, bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the contract be awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said contract and shall furnish the performance bond as required by the bidding and contract documents within a period of ten (10) days from and after said award, exclusive of the day of such award, then its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force and effect.

SIGNED AND SEALED this 16th day of June, 2020.

Williamson Construction, LLC

Principal

By 

(Seal)

Western Surety Company

Surety

By 

Chris A. Fix, Attorney-In-Fact

The Attorney-in-fact, who executes this bond on behalf of the surety company, must attach a copy of his power-of attorney as evidence of his authority.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

N B Fix, R A Fix, Chris A Fix, Individually

of Seattle, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of January, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of January, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of June, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Bid # 20-24 Twinview Levee Improvements, Project No. 719007



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**June 10, 2020**), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Williamson Construction LLC

Bidder's Business Name

DJ Williamson

Signature of Authorized Official*

DJ Williamson, PE

Printed Name

Partner

Title

6/18/2020

Date

Bellingham

City

WA

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

DW

Item No.	Description	Quantity	Unit	Engineer's Estimate		P & P Excavating		Oceanside Construction		Rawls Electric		Williamson Construction, LLC		Iverson Earthworks		Premium Services Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	MOBILIZATION	1	LS	\$ 4,344.00	\$ 4,344.00	\$ 2,754.80	\$ 2,754.80	\$ 11,000.00	\$ 11,000.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00	\$ 5,558.50	\$ 5,558.50	\$ 10,000.00	\$ 10,000.00
2	SPCC PLAN	1	LS	\$ 575.00	\$ 575.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 1,100.00	\$ 1,100.00
3	GRUBBING	1	LS	\$ 4,180.00	\$ 4,180.00	\$ 4,425.00	\$ 4,425.00	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,242.25	\$ 6,242.25	\$ 5,000.00	\$ 5,000.00
4	LEVEE SELECT FILL IMPORT	1,800	TN	\$ 18.75	\$ 33,750.00	\$ 17.95	\$ 32,310.00	\$ 30.00	\$ 54,000.00	\$ 24.50	\$ 44,100.00	\$ 12.50	\$ 22,500.00	\$ 21.25	\$ 38,250.00	\$ 32.00	\$ 57,600.00
5	TOPSOIL TYPE A IMPORT	1,700	SY	\$ 7.76	\$ 13,192.00	\$ 3.00	\$ 5,100.00	\$ 4.00	\$ 6,800.00	\$ 4.00	\$ 6,800.00	\$ 5.00	\$ 8,500.00	\$ 4.24	\$ 7,208.00	\$ 8.00	\$ 13,600.00
6	HYDROSEEDING	1,900	SY	\$ 2.45	\$ 4,655.00	\$ 1.56	\$ 2,964.00	\$ 1.00	\$ 1,900.00	\$ 1.25	\$ 2,375.00	\$ 2.00	\$ 3,800.00	\$ 1.49	\$ 2,831.00	\$ 2.00	\$ 3,800.00
7	WATERING	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
8	MISC. FORCE ACCOUNT	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL					\$ 70,596.00		\$ 67,803.80		\$ 99,700.00		\$ 70,025.00		\$ 56,050.00		\$ 70,389.75		\$ 101,100.00
STATE SALES TAX@8.5%					\$ 6,009.16		\$ 4,913.32		\$ 8,474.50		\$ 5,952.13		\$ 4,764.25		\$ 5,983.13		\$ 8,593.50
TOTAL BID AMOUNT					\$ 76,705.16		\$ 62,717.12		\$ 108,174.50		\$ 75,977.13		\$ 60,814.25		\$ 76,372.88		\$ 109,693.50

*Note: Amounts in bold and italic represent a correction to the conditions submitted bid.

I hereby certify that the amounts tabulated herein are correct and accurately represent the amounts contained in the Engineer's Estimate and the respective bid proposals opened at 2:30 P.M., June 23, 2020, for Twinview Levee Improvement Project (Bid No. 20-24), Project No. 719007.

Paula J. Harris
Paula J. Harris, P.E.
Whatcom County River and Flood Manager

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this day personally appeared before me, Paula J. Harris, P.E., to me known to be the individual described in and who executed the within and foregoing instrument this day of July, 2020.

Paula J. Harris
NOTARY PUBLIC
Residing At: Bellefonte, PA
My Commission Expires: 6-21-2021





APPROVAL FOR CONTRACT AWARD

Approval is hereby granted to award the Contract as follows:

PROJECT: Twinview Levee Improvement Project

NO. 719007

BID NO. 20-24

TO: Williamson Construction

In the amount of their bid proposal of **\$60,814.25** including all taxes.

Satpal Sidhu
Whatcom County Executive
Acting on behalf of the Flood Control Zone
District Board of Supervisors

Date

Approved via phone call CQ/DG

Christopher Quinn
Senior Civil Deputy Prosecuting Attorney

7/8/2020

Date



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-298

File ID:	AB2020-298	Version:	1	Status:	Agenda Ready
File Created:	07/13/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Cities of Blaine, Everson, Ferndale, Nooksack, Lynden and Sumas for the purposes of supporting a coordinated use of the local CARES Act federal dollars and cost sharing related to the COVID-19 health crisis

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Contract Info Sheet, Interlocal



MEMORANDUM

TO: Whatcom County Council

FROM: Satpal Singh Sidhu, County Executive
Tyler Schroder, Deputy Executive

DATE: July 14, 2020

SUBJECT: CARES Act Funding – Update on Coordinated Response to COVID-19
Whatcom County and the Cities of Whatcom County

The purpose of this memo is to update the County Council on the continued coordination between Whatcom County and the cities of Whatcom County in the use of the local CARES Act federal stimulus dollars. In total, our community has been awarded approximately \$16,000,000, with Whatcom County awarded \$12,391,500; the City of Bellingham has been awarded \$2,703,300; and the Small Cities have collectively been awarded a total of \$1,206,120.

Whatcom County, the City of Bellingham, Port of Bellingham and the small cities have been working on developing guidelines and programs to utilize the awarded federal stimulus dollars through the CARES Act. This coordination between the County and the cities is necessary to help to create efficiencies and ensure we are responding to our communities' most urgent needs.

On June 16th the County Council passed the supplemental budget ordinance to accept the CARES Act dollars and provide budget authority on the programs outlined in the June 15th memo from the County Executive to County Council outlining the CARES Act Funding Framework and anticipated program allocations. This work has been accomplished with the help of many, including established workgroups/taskforces, as follows: Business Response Workgroup, Food Security Taskforce, Childcare Taskforce, and a Digital Infrastructure Workgroup. Overall, this has led to the development of plans and programs to focus on the following components for community-wide support;

- **Whatcom Restart – \$3.4 million – Business Grants in Support of Businesses Impacted by COVID**
 - Countywide Partnership, which includes Whatcom County and the cities of Bellingham, Lynden, Ferndale, Sumas, Everson, Nooksack and Blaine.
 - Includes \$8000,000 for childcare operators

- **Housing Assistance Program - - \$700,000 – Housing Assistance for those impacted by COVID**
 - Countywide support to provide stable housing for those at or below 80% average median income
 - Up to \$3,500 per household or equal to no more than two month's rent/mortgage payment, whichever is less
- **Digital Infrastructure (Schools) - \$500,000 – Equipment and Connectivity Support for School Districts**
 - Working with all Whatcom County School District to reimburse cost of purchasing much needed computer equipment for students.
 - Co-Sponsor a \$1 Million-dollar USDA Distant Learning Grant for teacher's computer equipment
- **Behavioral Health - \$350,000 to \$600,000 – Support Behavioral Health and Social Service Organizations**
 - Health Department Human Services group is working with organizations to quantify costs to respond to COVID health pre-cautions and telework needs.
 - Increase allocation to up to \$6000,00 due to need for the community organizations. Corresponding reduction from the Homeless allocation since there is additional funding for those purposes.
- **Food Security - \$600,000 – Support Food Distribution Countywide (additional details to follow)**
 - Work with Countywide food banks to help support additional delivery of food
 - Identifying costs for additional food and equipment purchases, including refrigeration needs

The Administration has provided guidance to most, if not all, of the programs listed above. We will continue to engage the Council as details are refined on the Food Security and Behavioral Health programs. The funding contracts will be prepared consistent with purchasing policies; contracts greater than \$40,000 will be submitted to council for approval.

We look forward to continued coordination on these community wide programs provided from the CARES act funds.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

Contract Routing:	1. Prepared by: _____ Date: _____ 2. Attorney signoff: _____ Date: _____ 3. AS Finance reviewed: _____ Date: _____ 4. IT reviewed (if IT related): _____ Date: _____ 5. Contractor signed: _____ Date: _____ 6. Submitted to Exec.: _____ Date: _____ 7. Council approved (if necessary): _____ Date: _____ 8. Executive signed: _____ Date: _____ 9. Original to Council: _____ Date: _____
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INTERLOCAL COST SHARING AGREEMENT RELATED TO COVID-19 HEALTH CRISIS

This Agreement is made and entered into on this _____ day of _____ 2020, between Whatcom County ("County") and the Cities of Blaine, Everson, Ferndale, Nooksack, Lynden and Sumas ("Cities"), all municipal corporations of the State of Washington located in Whatcom County, for the purposes of supporting a coordinated use of the local CARES Act federal dollars and cost sharing related to the COVID-19 health crisis. Hereinafter, the County and the Cities may be referred to as "Parties," collectively, or as a "Party," individually.

RECITALS

WHEREAS, the County and Cities enter into this Agreement pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW);

WHEREAS, on February 29, 2020, the Governor of the State of Washington proclaimed that a State of Emergency exists in all counties in the State of Washington due to the outbreak of novel coronavirus (COVID-19);

WHEREAS, on March 10, 2020, the Whatcom County Executive declared a Whatcom County public health emergency due to the spread of COVID-19 in the community;

WHEREAS, the ongoing risk to public safety, health, and welfare posed by COVID-19 across Whatcom County requires the continued unified response by local governments to minimize the wide-ranging impacts of COVID-19 in our communities;

WHEREAS, Whatcom Unified Command is primarily responsible for providing the coordinated County-wide response to the COVID health crisis;

WHEREAS, to date Whatcom Unified Command has deployed substantial financial resources in response to COVID. Expenditures have included but are not limited to establishing isolation and quarantine housing in Bellingham, procuring and supplying PPE county-wide, securing on-call COVID-related transportation (Cabulance) service, providing temporary shelter, meals, and services for vulnerable members of the community, and providing direct assistance to nursing and long-term care facilities suffering the disproportionate impacts of COVID;

WHEREAS, it is expected that such COVID-related expenditures will continue in the coming months;

WHEREAS, to date the Parties have cooperated in maximizing and prioritizing their resources to respond to the community's most pressing needs consistent with their respective governmental obligations and functions;

WHEREAS, cost and revenue sharing between the Cities and the County during this emergency is necessary to ensure the most effective and cost-efficient response to the COVID emergency County-wide;

WHEREAS, the continued cooperation between the Cities and County is essential to the ongoing protection of public health and safety throughout Whatcom County;

WHEREAS, to the extent reasonably practicable, the Cities and the County are committed to identifying and jointly pre-approving those COVID-related expenditures that may be subject to cost-sharing under this Agreement prior to incurring such expense;

WHEREAS, the Parties, as independent governmental entities, have received or anticipate receiving revenue from state and federal sources including a Washington State of Department of Commerce COVID-19 Outbreak Emergency Housing Grant; FEMA Public Assistance Program; and the CARES Act and are committed to seeking and utilizing additional funds from all available sources;

WHEREAS, the Cities and County are also committed, however, to sharing those COVID-related costs that will not be reimbursed or covered by state or federal funding sources, as appropriate and under the terms of this Agreement;

WHEREAS, the Parties agree that a cost and revenue sharing agreement will promote and maximize the public health, safety, and welfare of their residents;

WHEREAS, the Parties currently seek to establish a cost sharing agreement for the CARES Act Relief Funding as further articulated in Addendum No. 1 to this Agreement.

NOW, THEREFORE, and in consideration of the mutual promises and covenants contained herein the Parties agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for ongoing joint cooperation in the use of the local CARES Act federal stimulus dollars to implement COVID-19 response action items and to formalize the cost and revenue sharing related to such action items. As of the date of this Agreement, the Parties have identified funding allocations for eligible cost

categories. The terms of this joint action item and the related cost sharing are set forth in Addendum No. 1, which is attached hereto and incorporated into this Agreement. It is anticipated that future responsive action items may also require joint cooperation and cost and revenue sharing during the health crisis and the recovery period. When applicable, the Parties will enter into subrecipient agreements that bind the subcontractor to follow all applicable terms of the CARES Act Funding Agreement and incorporates 2 CFR Part 200, Subpart F audit requirements. Therefore, the Parties hereby commit to work in good faith toward establishing joint cooperation and cost and revenue sharing agreements specific to additional action items and expenditures, the terms of which will be memorialized as addenda to this Agreement.

2. JOINT ACTION ITEMS AND LIMITATIONS. Specific action items that the Parties deem appropriate for cost and revenue sharing will be established through addenda to this Agreement. Any addenda shall include the total cost committed by each Party for the action item, the allocation of costs to each Party, and the roles and responsibilities assigned to each Party related to the action item. The County and the Cities may agree to cost or revenue sharing by the Parties for additional action items, however, that any such agreement must be reduced to a written addendum to this Agreement and executed by the Parties. The Parties agree to establish and maintain appropriate budget spending thresholds to satisfy the funding commitments set forth in Addendum No. 1.

3. COST SHARING WITH LOCAL FUNDS. The Parties commit to work in good faith to identify and reach agreement regarding uncovered expenditures appropriate for cost sharing under this Section. Cost sharing for such uncovered expenditures shall be subject to the same process set forth in Section 2, including the need for an addendum to this Agreement to identify specific obligations, and the Parties are hereby authorized to execute such addenda. Each Party's specific financial obligation related to an uncovered expenditure, including contribution percentage, will be identified in the applicable cost sharing addenda.

4. SUBRECIPIENT AGREEMENTS. When applicable, the Parties will enter into subrecipient agreements that bind the subcontractor to follow all applicable terms of the CARES Act Funding Agreement and incorporates 2 CFR Part 200, Subpart F audit requirements.

5. REPORTING. At the request of either the County or the Cities, the responding Party shall prepare and provide to the requesting Party a report showing revenue and expenses related to the COVID-19 health crisis, including cost shared by the Parties to this Agreement.

6. ASSETS. The ownership and disposition of any assets acquired by either Party through expenditures for which cost sharing has occurred under this Agreement, if any exist, shall be set forth in the applicable addenda.

7. EFFECTIVE DATE, DURATION AND TERMINATION. The County and Cities agree that this Agreement shall be effective as of the date it is executed and shall continue in effect as long as needed to effectuate the cost sharing contemplated in this Agreement. When the cost sharing contemplated herein is complete, this Agreement shall automatically terminate.

8. NOTICES. Any notices or actions required as a result of this contract shall be directed to the following:

WHATCOM COUNTY EXECUTIVE'S OFFICE
311 GRAND AVENUE, SUITE 108
BELLINGHAM, WA 98225

CITY OF BLAINE CITY MANAGER'S OFFICE
435 MARTIN STREET, STE. 3000
BLAINE, WA 98230

CITY OF EVERSON MAYOR'S OFFICE
P.O. BOX 315
EVERSON, WA 98247

CITY OF FERNDALE MAYOR'S OFFICE
P.O. BOX 936
FERNDALE, WA 98248

CITY OF LYNDEN MAYOR'S OFFICE
300 4TH STREET
LYNDEN, WA 98264

CITY OF NOOKSACK MAYOR'S OFFICE
103 W. MADISON
NOOKSACK, WA 98264

9. COMPLIANCE WITH LAWS. The Parties, in performance of this Agreement, agree to comply with all applicable local, State and/or Federal laws and ordinances.

10. RELATIONSHIP OF PARTIES. The Parties hereto recognize and agree that they are independent governmental entities and that this Agreement does not establish a separate entity. Except as expressly provided for herein, nothing in the Agreement shall be construed to limit the discretion of the governing bodies of each party. Neither party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of the other party for any reason. This Agreement shall not be construed or interpreted such that either party hereto is held to be an agent of the other party.

11. DISPUTE RESOLUTION. In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting. In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the terms of the Agreement, the Parties agree that mediation will be a condition precedent to arbitration. The Parties agree to jointly select a mediator. In the event that mediation is unsuccessful the Parties agree to submit the matter to arbitration. Each Party shall bear its own costs and expenses related to dispute resolution.

12. SEVERABILITY. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

13. ENTIRE AGREEMENT. The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Both Parties recognize time is of the essence in the performance of the provision of this Agreement. The Parties agree that this Agreement supersedes any previous agreement between the Parties regarding the services and obligations set forth herein.

15. FURTHER ACTS. Each Party agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions and intent of this Agreement. The Parties recognize that additional written agreements may be necessary prior to implementation of any specific action item.

Executed this ____ day of _____, 2020 for WHATCOM COUNTY.

Satpal Sidhu, County Executive

Approved as to form:

Civil Deputy Prosecuting Attorney

Executed this ____ day of _____, 2020, for CITY OF BLAINE.

Michael Jones, City Manager

Attest:

Samuel Crawford City Clerk

Approved as to form:

City Attorney

Executed this ____ day of _____, 2020, for CITY OF EVERSON.

John Perry, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Executed this ____ day of _____, 2020, for CITY OF FERNDALE.

Greg Hansen, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Executed this ____ day of _____, 2020, for CITY OF LYNDEN.

Scott Korthuis, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Executed this ____ day of _____, 2020, for CITY OF NOOKSACK.

James Ackerman, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Executed this ____ day of _____, 2020, for CITY OF SUMAS.

Kyle Christensen, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

ADDENDUM NO. 1

CARES ACT RELIEF - KEEP WHATCOM SAFE WORKING AND HEALTHY					
COVID-19 Response Program	Countywide TOTAL	Whatcom County	City of Bellingham	Small Cities*	Description
Public Health Emergency Response	\$5,000,000	\$5,000,000			Health Department Response, Unified Command efforts, I/Q Facilities, Testing, PPE
Economic & Business Response	\$3,461,575	\$2,500,000	\$700,000	\$261,575	Business Assistance Grant Program through REP in development. Implementation of Child Care Taskforce recommendations
Food, Schools, Housing & Human Services Response	3,356,575	\$2,500,000	\$700,000	\$156,575	Food Security, Digital Infrastructure, Housing Security, Human Services
Essential Government Services	\$4,091,270	\$2,000,000	\$1,303,300	\$787,970	County/City Operations Impacted, Courtroom Technology, etc.
Reserves/Unallocated	\$391,500	\$391,500			
Total	\$16,300,920	\$12,391,500	\$2,703,300	\$1,206,120	

*The Small Cities will be utilizing their allocated portion of CARES Act for Essential Government Services. This cost allocation agreement is for the Economic & Business Response and Food, Schools, Housing & Human Services Response, as outlined below. If additional dollars are available from the Small Cities dollars can be utilized as mutually agreed upon by the parties.

	SMALL CITIES CONTRIBUTIONS*					
COVID-19 Response Program	Ferndale	Lynden	Blaine	Nooksack	Everson	Sumas
Economic & Business Response	\$100,000	\$100,000	\$10,000	\$48,150	\$55,000	\$10,000
Food, Schools, Housing & Human Services Response	\$45,000	\$50,000				
Total	\$145,000	\$150,000	\$10,000	\$48,150	\$55,000	\$10,000

*Blaine, Nooksack, Everson and Sumas have all committed contributions and are still deciding how to prioritize those dollars. For the purposes of these charts, the allocations have been split between Economic Response (\$61,575) and Food, Schools, Housing & Human Services (\$61,575).

Specific Program Areas with Coordination between Whatcom County and the Cities:

Business & Economic Recovery - Whatcom Restart				
	Whatcom County	Bellingham	Small Cities	Total
City Center & Fairhaven Business Grants		\$500,000		\$500,000
Countywide Business Grants	\$2,000,000		\$261,575	\$2,261,575
Child Care Grants	\$500,000*	\$200,000		\$700,000
				\$3,461,575

*County may need to increase Child Care contribution to \$600,000 from \$500,000 based on need and reduction in Small Cities contribution.

- A Business Assistance Team, that includes small city representation, has been established by Mayor Fleetwood to advise on a grant program which will be made available to businesses throughout Whatcom County.
- Criteria, eligibility and application materials have been drafted and will guide the overall implementation of the program.
- The county-wide allocation will be calculated based on number of employees per jurisdiction.
- Bellingham will allocate additional funding to the City Center and Fairhaven business districts.
- The County allocation will be for businesses in unincorporated Whatcom County, City Centers and small cities
- The Regional Economic Partnership will oversee the application process with input from local jurisdictions.
- \$15,000 maximum grant amount– simple reimbursement process based on expenses.
- Criteria weighted to need, adaptation, likelihood of success.

Childcare will be a separate funding process. The Childcare Recovery Taskforce, led by the Opportunity Council's Childcare and Early Learning Department, will provide advice on the allocation of the Childcare dollars. Staff is expecting to receive recommendations in the next week or two.

Food, Schools, Housing & Human Services Recovery – A Healthy Whatcom			
	Whatcom County	Bellingham	Small Cities
Food Security	\$400,000	\$200,000	\$156,575*
Housing Security	\$700,000		
Behavioral Health	\$350,000		

Homeless	\$550,000	\$500,000	
Digital Infrastructure (Schools)	\$500,000		
Total	\$2,500,000	\$700,000	\$156,575

*Small cities allocation for Food, School, Housing and Human Services will be used from where there is the most need and decided in consultation with the Small Cities.

- Food delivery to residents, including senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Developing program with the Whatcom County Food Security Network – waiting on guidance.
- Housing security to ensure residents, including senior citizens and other vulnerable populations, to mitigate COVID-19 effects on stable housing and to enable compliance with COVID-19 public health precautions.
 - Rent/Mortgage Payments to 80% AMI, Agency Staffing Costs to distribute assistance, Motel Stays
 - Compliance with COVID-19 public health precautions
- Care for behavioral health homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 - Lighthouse Mission COVID-19 relocation, PPE, sanitation and Janitorial support for housing program
 - Technology for telehealth, Behavioral Health support in housing and residential treatment facilities
- Facilitate distance learning, including technological improvements tied to school closings.

Public Health Emergency Response - A Safe Whatcom

- Payroll expenses for public safety, public health, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
- Expenses associated with Isolation and Quarantine Facilities.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for public health or safety workers in connection with the COVID-19 public health emergency.
- Costs of providing COVID-19 testing, including serological testing.
- Cost for Telemedicine capabilities.

Essential Government Services

- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.
- County and City operations, Courtroom improvements, telework technology, etc.

Reserves/Unallocated

- Additional priorities that may arise to respond to the COVID-19 public health emergency



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-211

File ID:	AB2020-211	Version:	1	Status:	Agenda Ready
File Created:	05/04/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Nooksack Valley School District to provide behavioral health services, in the amount of \$120,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo to County Executive, Nooksack Valley Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Nooksack Valley School District – Behavioral Health Services Contract

DATE: May 13, 2020

Attached is a contract between Whatcom County and Nooksack Valley School District for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Nooksack Valley School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Most districts require their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$120,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 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>(i.e. Dept. Division and Program)</i>		8550 Human Services / 855020 Mental Health	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Nooksack Valley School District	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Cost Center:	124113
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 	
\$ 120,000			
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This contract funds behavioral health services within the Nooksack Valley School District for students who are challenged with mental health and substance use problems.			
Term of Contract:	1 Year	Expiration Date:	08/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 04/17/2020
	2. Health Budget Approval:	KR	Date: 05/01/2020
	3. Attorney signoff:	RB	Date: 05/01/2020
	4. AS Finance reviewed:	M Caldwell	Date: 05/01/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

CONTRACT FOR SERVICES
Between Whatcom County and Nooksack Valley School District

Nooksack Valley School 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. 3 to 11,
 Exhibit A (Scope of Work), pp. 12 to 13,
 Exhibit B (Compensation), pp. 14 to 15,
 Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health 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 \$120,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2020.

CONTRACTOR:

Nooksack Valley School District
 PO Box 4307
 Nooksack, WA 98276

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

 Cindy Stockwell, Assistant Superintendent

Recommended for Approval:

Date _____

Date _____

Approved as to form:

Date _____

Accepted for Whatcom County:

Date _____

CONTRACTOR INFORMATION:

Nooksack Valley School District
Cindy Stockwell, Assistant Superintendent
PO Box 4307
Nooksack, WA 98276
(360) 988-4754
Cindy.Stockwell@nv.k12.wa.us

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance: COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY:

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

3. Additional Insurance Requirements and Provisions

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

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

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

To: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attention: Joe Fuller, Program Specialist
(360) 778-6045

To: Nooksack Valley School District
PO Box 4307
Nooksack, WA 98276
Attention: Cindy Stockwell, Assistant Superintendent
(360) 988-4754
Cindy.Stockwell@nv.k12.wa.us

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit.” Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 85 students, ages 5 to 18 years, and their families as appropriate, within each school year contract period. Those served will be students in the Nooksack Valley School District who have been identified to have or be at risk of developing mental health and/or substance use issues.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Provide outreach to students and families affected by drug and alcohol issues and provide links to prevention and intervention services including evaluation, treatment, and counseling services.
4. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
5. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
6. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
7. Provide consultation and/or technical assistance to school district staff regarding youth with mental health and substance use issues.
8. Ensure all services are delivered by a qualified professional.
9. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.

10. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
11. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.
12. The behavioral health services provided under this contract are funded by local Whatcom County sources. Subcontracted services may include screening students and/or families for service eligibility, consulting with school staff, mental health assessments, individual and family counseling, group counseling, case management, referral to additional support services, and other mental health service not provided by other funding sources.

Reporting

Reports will be submitted according to the following timetable:

Report Form	Service Period	Due Date
Form #1: Service Tracking Sheet	a) Start of school through December b) Start of school through end of school (add January-June services to existing form)	a) January 31 st b) June 30 th
Form #2: Narrative Report	a) Start of school through December b) January through end of school	a) January 31 st b) June 30 th
Form #3: School Records Report	Start of school through end of school	June 30 th

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$120,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

Item	Invoice Documentation Required	Budget
Family Resource Coordinators (including salary and benefits)	General Ledger (GL) detail	\$30,000
Behavioral, Prevention, and Intervention Specialists (including salary and benefits)	GL detail	\$89,000
Subcontracted Services (e.g., assessment, therapy, psychological services, drugs/alcohol counseling, case management, parent education, etc.)	Subcontractor invoice showing subcontractor name, type of service, rate & hours of service, student identifier	\$500
Professional development, training, and travel	<p>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts.</p> <p>Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required.</p> <p>For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.</p>	\$400
Program Supplies	GL Detail	\$100
TOTAL		\$120,000

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

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

payment must include the items identified in the table above. The Contractor shall submit invoices to (include contract/PO #):

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

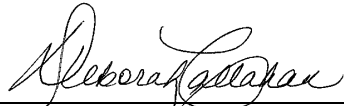
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

This Evidence of Coverage is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below and is subject to all the terms, exclusions and conditions of such coverage agreement. As a statutorily authorized and self-funded public entity interlocal cooperative among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, we cannot grant "additional insured" status (WAC 200-100-02005 and 02007).
This is to certify that the coverage listed below has been issued to the named Covered Member for the period indicated.

Coverage Afforded By:	Covered Member:
Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700	Nooksack Valley School District PO Box 4307 Nooksack, WA 98276 Member #: 37506
Coverage Agreement #:	COV 2019-2020
Coverage Period:	September 1, 2019 through August 31, 2020
Effective Date of Evidence of Coverage:	September 1, 2019
Expiration Date of Evidence of Coverage:	August 31, 2020
Limits Available General Liability Per Occurrence:	\$1,000,000
Limits Available Property:	\$1,000,000
Limits Available Auto Liability:	\$1,000,000
Description of Operations/Locations/Vehicle:	
Activities under the direct supervision of District personnel as respects coverage period September 1, 2019 through August 31, 2020.	
Evidence of Coverage Holder:	Issue Date: September 1, 2019
To Whom It May Concern	 Authorized Signature

Cancellation: Should the above described coverage agreement be cancelled before the expiration date, WSRMP will send 30 days written notice to the evidence of coverage holder named above.



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

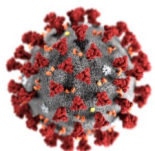
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

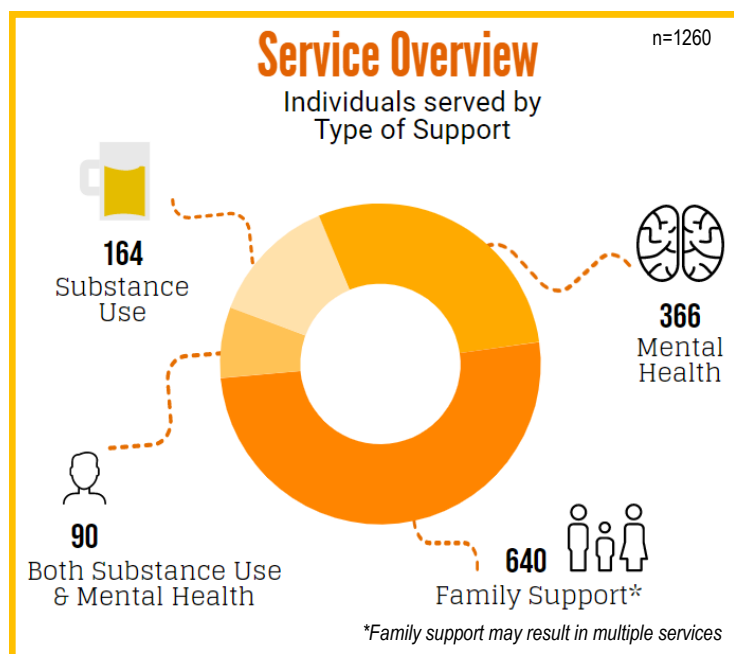
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

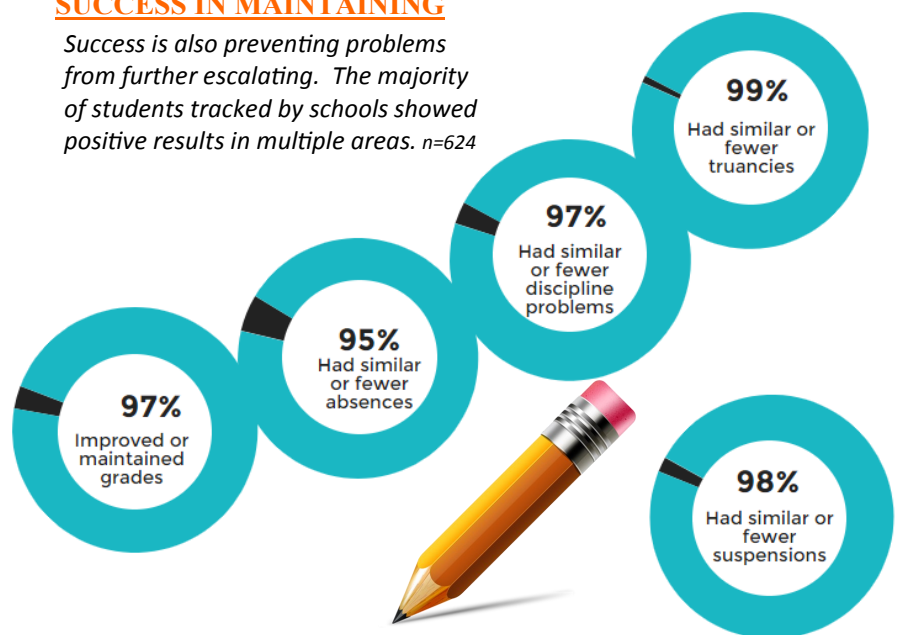
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. *n=624*



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

Provider Contacts	Individuals Served	% of served
1-10	968	77%
11-19	192	15%
20+	100	8%

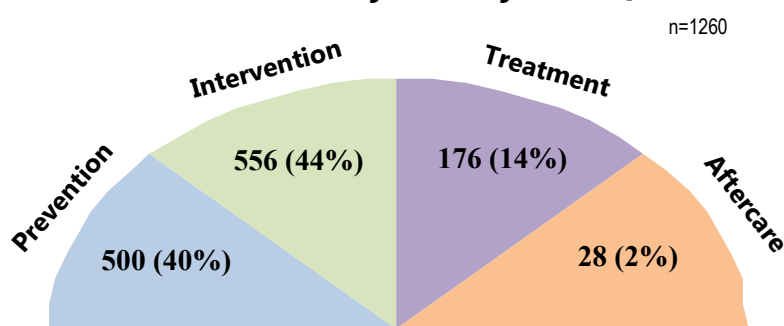


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

TREATMENT
WORKS!



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

Community	36
School	277
Both (school & community)	620

Social Supports

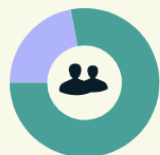
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

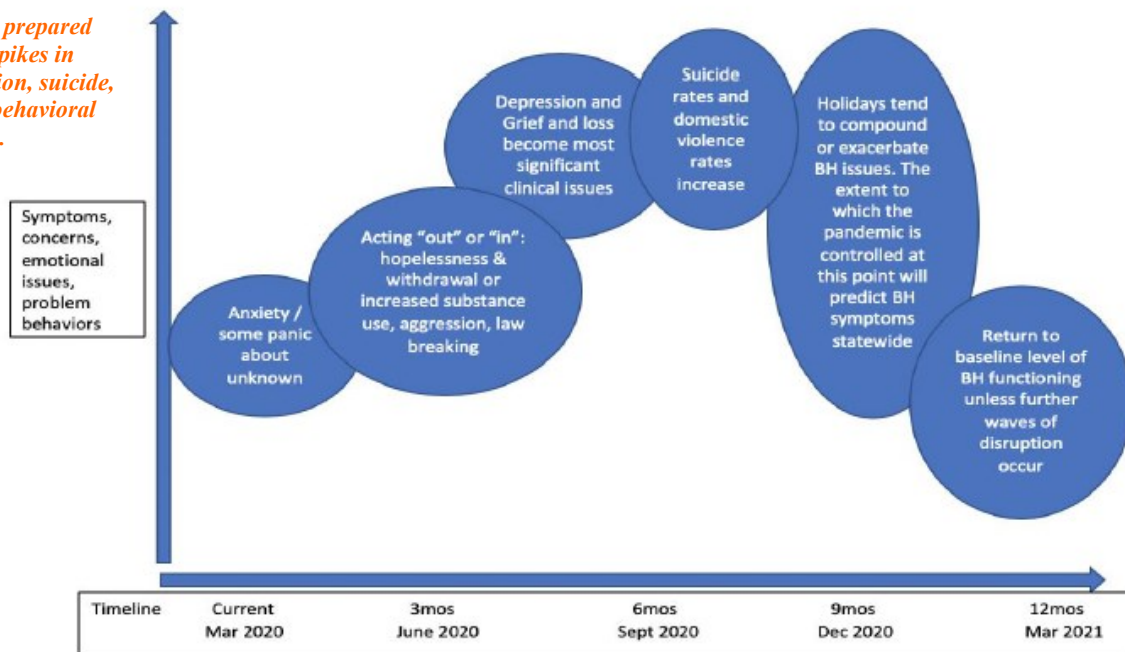


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA



<https://www.samhsa.gov/dtac/recovering-disasters/phases-disaster>



Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age**. Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

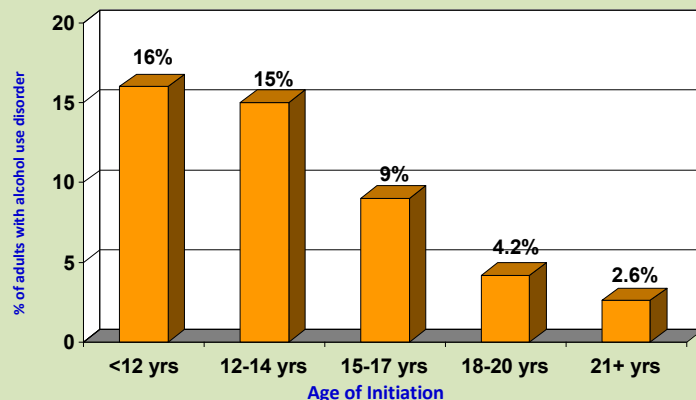
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs**. The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

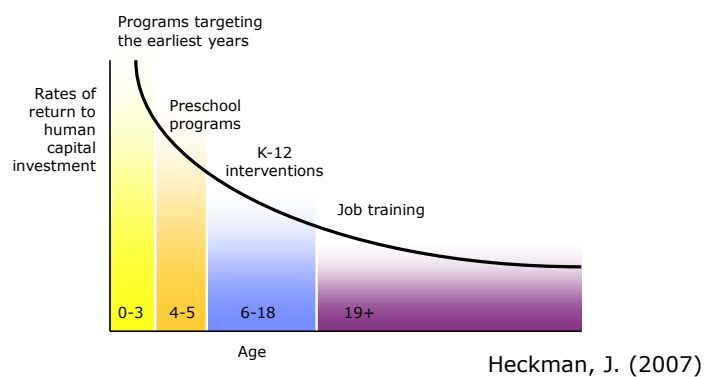
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and
Produces Higher Returns than Later Remediation



Heckman, J. (2007)



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-220

File ID:	AB2020-220	Version:	1	Status:	Agenda Ready
File Created:	05/15/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Lynden School District to provide behavioral health services, in the amount of \$111,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo to County Executive, Lynden School District, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Lynden School District – Behavioral Health Services Contract

DATE: May 15, 2020

Attached is a contract between Whatcom County and Lynden School District for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Lynden School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Most districts require their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$111,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 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 / 855020 Mental Health	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Lynden School District	
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"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does contract require Council Approval?		If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC: _____	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?		If yes, grantor agency contract number(s): _____	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	CFDA#: _____	
Is this contract grant funded?		If yes, Whatcom County grant contract number(s): _____	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
Is this contract the result of a RFP or Bid process?		Contract Cost Center: 124113	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s): _____	
Is this agreement excluded from E-Verify?		If no, include Attachment D Contractor Declaration form.	
No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 	
\$ 111,000			
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This contract funds behavioral health services within the Lynden School District for students who are challenged with mental health and substance use problems.			
Term of Contract:	1 Year	Expiration Date:	08/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 04/14/2020
	2. Health Budget Approval:	KR	Date: 05/01/2020
	3. Attorney signoff:	RB	Date: 05/01/2020
	4. AS Finance reviewed:	M Caldwell	Date: 05/01/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

CONTRACT FOR SERVICES
Between Whatcom County and Lynden School District

Lynden School 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. 3 to 11,
Exhibit A (Scope of Work), pp. 12 to 13,
Exhibit B (Compensation), pp. 14 to 15,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health 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 \$111,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2020.

CONTRACTOR:

Lynden School District
1203 Bradley Road
Lynden, WA 98264

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

Jim Frey, Superintendent

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager	Date
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Erika Lautenbach, Department Director	Date
---------------------------------------	------

Approved as to form:

Royce Buckingham, Prosecuting Attorney	Date
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Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

LyndenSchool District
Jim Frey, Superintendent
1203 Bradley Road
Lynden, WA 98264
(360) 354-4443 ext. 6117
freyj@lynden.wednet.edu

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

3. Additional Insurance Requirements and Provisions

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

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

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

To: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attention: Joe Fuller, Program Specialist
(360) 778-6045

To: Lynden School District
1203 Bradley Road
Lynden, WA 98264
Attention: Jim Frey, Superintendent
(360) 354-4443 ext. 6117
freyj@lynden.wednet.edu

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 60 students, ages 5 to 14 years, and their families as appropriate, within each school year contract period. Those served will be students in the Lynden School District who have been identified to have or be at risk of developing mental health and/or substance use issues.
2. Provide a Community Prevention Specialist (CPS) who will deliver on-site behavioral health services to students at Lynden Middle School. The CPS will identify and coordinate intervention to a caseload of 20 – 25 students demonstrating more acute behavioral and mental health needs. CPS will also support all middle school students through prevention activities, increasing student connection to school, removing barriers to success, supporting students to access academic, social, and behavioral interventions designed to increase resilience. CPS will also engage parents and the community in topics of behavioral and mental health. CPS will support the district to identify the structures and supports families need before, during and after experiencing adverse childhood experiences.
3. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
4. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
5. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
6. Facilitate ongoing case management and referrals for students with behavioral health needs. Classroom observations of students will be conducted on a case by case basis, and student's progress and needs will be monitored. The Behavioral Prevention/Intervention Specialist will act as a liaison to local service providers, determine gaps in service linkages, and provide professional in-service to staff, as needed.

7. Meet with youth who are demonstrating risks for substance use to help them identify strategies to reduce them.
8. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
9. Provide consultation and/or technical assistance to school district staff regarding youth with mental health and substance use issues.
10. Ensure all services are delivered by a qualified professional.
11. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.
12. Provide at least one implementation of the evidence-based Strengthening Families Program, or other identified family program.
13. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
14. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reporting

Reports will be submitted according to the following timetable:

Report Form	Service Period	Due Date
Form #1: Service Tracking Sheet	a) Start of school through December b) Start of school through end of school (add January-June services to existing form)	a) January 31 st b) June 30 th
Form #2: Narrative Report	a) Start of school through December b) January through end of school	a) January 31 st b) June 30 th
Form #3: School Records Report	Start of school through end of school	June 30 th

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$111,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

Item	Invoice Documentation Required	Budget
Community Prevention Specialist (including salary and benefits)	General Ledger (GL) detail	\$30,000
Drug/Alcohol Intervention/Prevention Specialist (including salary and benefits)	GL detail	\$25,000
Behavioral Intervention/Prevention Specialist (including salary and benefits)	GL detail	\$35,000
Staff time (facilitating and/or receiving training)	GL detail	\$18,500
Program supplies, professional development/training, and travel	<p>GL Detail for supplies and training</p> <p>For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal rate.</p> <p>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose.</p> <p>Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem rates (www.gsa.gov), specific to location. Receipts for meals are not required.</p>	\$1,000
Subcontracted services (e.g. therapy, psychological services, drug/alcohol counseling)	Subcontractor invoicing showing subcontractor name, type of service, rate & hours of service, student identifier	\$1,500
TOTAL		\$111,000

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above. The Contractor shall submit invoices to (include contract/PO #):

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

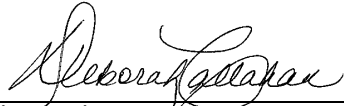
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

This Evidence of Coverage is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below and is subject to all the terms, exclusions and conditions of such coverage agreement. As a statutorily authorized and self-funded public entity interlocal cooperative among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, we cannot grant "additional insured" status (WAC 200-100-02005 and 02007).
This is to certify that the coverage listed below has been issued to the named Covered Member for the period indicated.

Coverage Afforded By:	Covered Member:
Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700	Lynden School District 1203 Bradley Road Lynden, WA 98264 Member #: 37504
Coverage Agreement #:	COV 2019-2020
Coverage Period:	September 1, 2019 through August 31, 2020
Effective Date of Evidence of Coverage:	September 1, 2019
Expiration Date of Evidence of Coverage:	August 31, 2020
Limits Available General Liability Per Occurrence:	\$1,000,000
Limits Available Property:	\$1,000,000
Limits Available Auto Liability:	\$1,000,000
Description of Operations/Locations/Vehicle:	
Activities under the direct supervision of District personnel as respects coverage period September 1, 2019 through August 31, 2020.	
Evidence of Coverage Holder:	Issue Date: September 1, 2019
To Whom It May Concern	 Authorized Signature

Cancellation: Should the above described coverage agreement be cancelled before the expiration date, WSRMP will send 30 days written notice to the evidence of coverage holder named above.



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

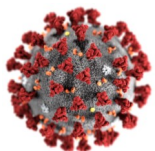
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

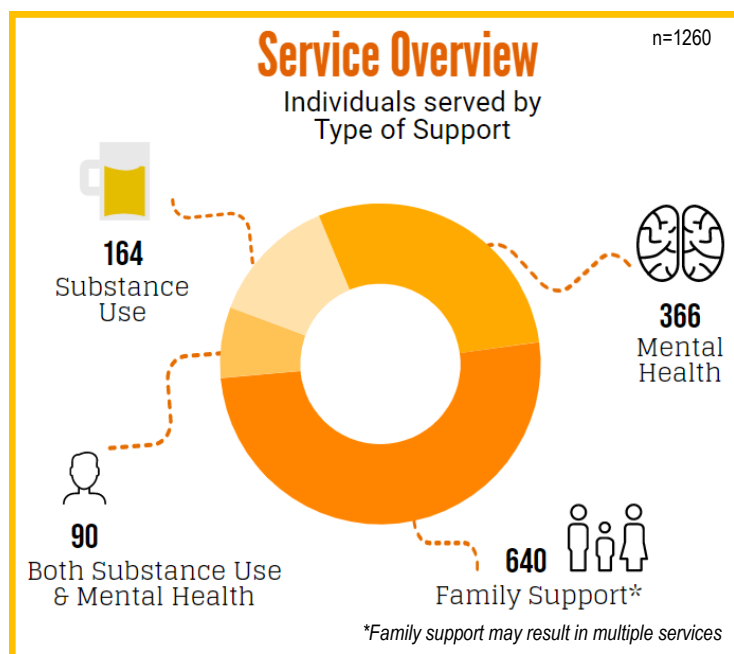
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

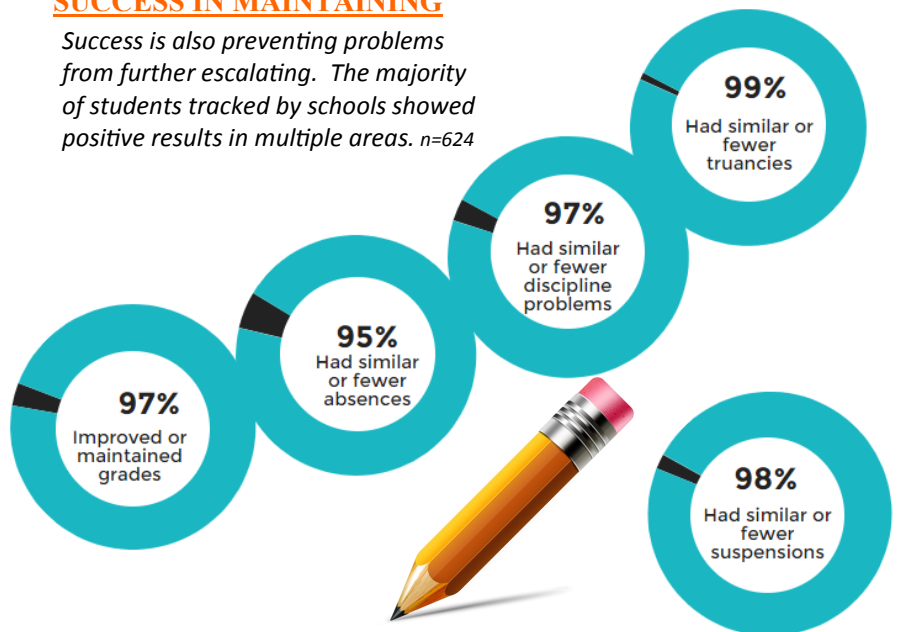
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. n=624



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

Provider Contacts	Individuals Served	% of served
1-10	968	77%
11-19	192	15%
20+	100	8%

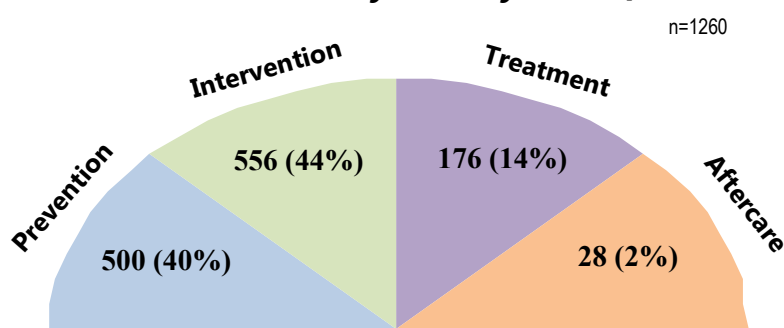


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

**TREATMENT
WORKS!**



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

Community	36
School	277
Both (school & community)	620

Social Supports

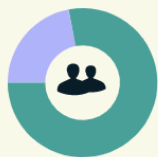
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

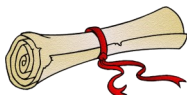
1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

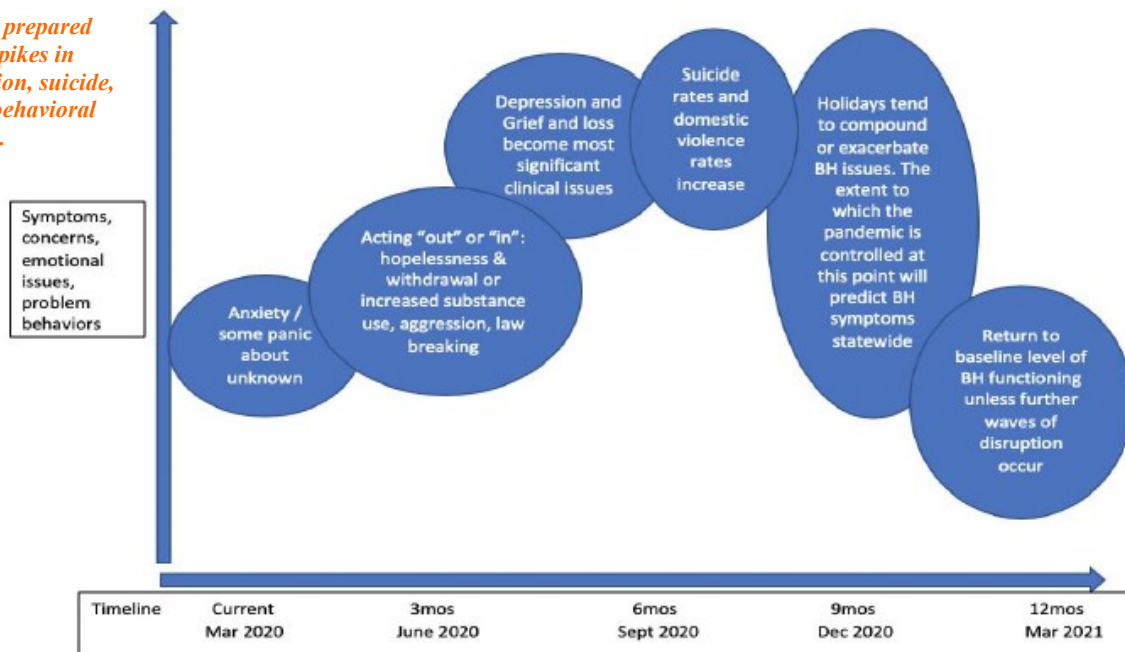


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA



<https://www.samhsa.gov/dtac/recovering-disasters/phases-disaster>



Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age**. Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

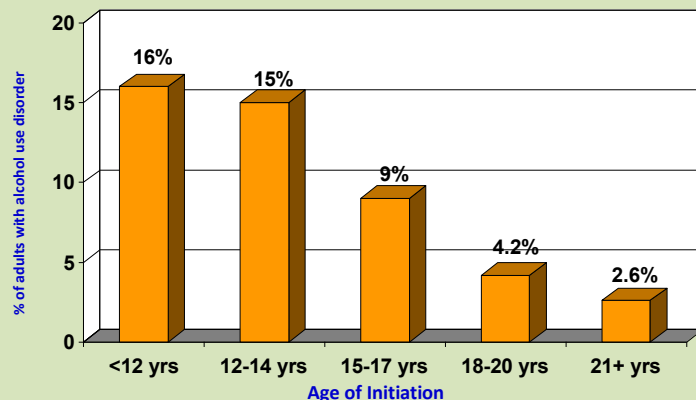
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs**. The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

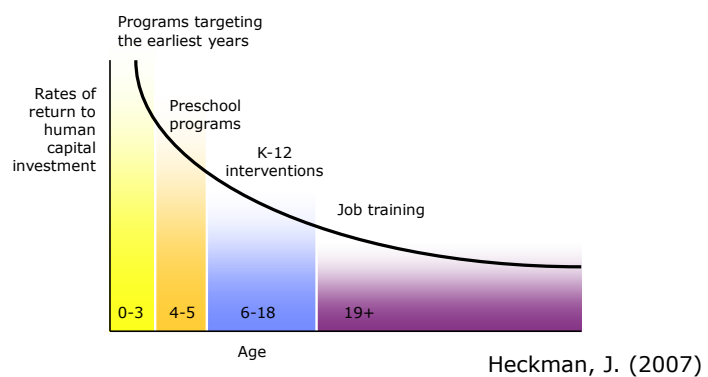
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-231

File ID:	AB2020-231	Version:	1	Status:	Agenda Ready
File Created:	05/26/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Blaine School District to provide behavioral health services, in the amount of \$131,400

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo to County Executive, Blaine School District Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Blaine School District – Behavioral Health Services Contract

DATE: May 28, 2020

Attached is a contract between Whatcom County and Blaine School District for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Blaine School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Each district requires their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$131,400, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 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 / 855020 Mental Health	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Blaine School District	
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 #:	
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Already approved? Council Approved Date:		If No, include WCC: _____	
		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?		If yes, grantor agency contract number(s): _____	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	CFDA#: _____	
Is this contract grant funded?		If yes, Whatcom County grant contract number(s): _____	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
Is this contract the result of a RFP or Bid process?		Contract Cost Center: 124113	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s): _____	
Is this agreement excluded from E-Verify?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 	
\$ 131,400			
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This contract funds behavioral health services within the Blaine School District for students who are challenged with mental health and substance use problems.			
Term of Contract:	1 Year	Expiration Date:	08/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 04/09/2020
	2. Health Budget Approval:	KR	Date: 05/01/2020
	3. Attorney signoff:	RB	Date: 05/01/2020
	4. AS Finance reviewed:	M Caldwell	Date: 05/01/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

CONTRACT FOR SERVICES
Between Whatcom County and Blaine School District

Blaine School 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. 3 to 11,
Exhibit A (Scope of Work), pp. 12 to 13,
Exhibit B (Compensation), pp. 14 to 15,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health 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 \$131,400. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2020.

CONTRACTOR:

Blaine School District
770 Mitchell Street
Blaine, WA 98230

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

Dr. Christopher Granger, Superintendent

Recommended for Approval:

Erika Lautenbach, Department Director Date

Royce Buckingham, Prosecuting Attorney	Date
--	------

Accepted for Whatcom County:

CONTRACTOR INFORMATION:

Contract for Services
HL_090120_BSD_BHS.docx
V. 2020-2 DocuSign

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

3. Additional Insurance Requirements and Provisions

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

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

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

To: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attention: Joe Fuller, Program Specialist
(360) 778-6045

To: Blaine School District
770 Mitchell Street
Blaine, WA 98230
Attention: Randy Elsbree, Executive Director of Student Services
(360) 332-0722
reelsbree@blainesd.org

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 75 middle school and high school students and their families, as appropriate, within each school year contract period. Those served will be students in the Blaine School District who have been identified to have or be at risk of developing mental health and/or substance use issues.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
4. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health or substance use issues.
7. Offer up two community presentations, during each school year contract period, focusing on the impact of drug and alcohol use on teens.
8. Deliver a minimum of four parent training within each contract year to at least 75 parents, utilizing the "Love and Logic", "Strengthening Families", "1 2 3 Magic" curricula, or other research-based programs designed to reduce substance use and/or improve family functioning. Staff training on similar topics will also target 75-100 individuals.

9. Manage the activities of the Care Team at Blaine Middle School and High School. Care Team members will be trained school staff, who will perform Care Team activities which are beyond the scope of their regular assigned duties and require work beyond their normal hours. The Care Team will work with students who are at high risk of problems as a result of behavioral health issues. Team members will be assigned a caseload of students with whom they will have regular in-person contact. Care Team members will work with students to identify strategies to address problems. Care Team members will employ asset building techniques based on Search Institute's "40 Developmental Assets". Care Team members will review and monitor students and refer to the Intervention Specialist as necessary.
10. Ensure all services are delivered by a qualified professional.
11. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.
12. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
13. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reporting

Reports will be submitted according to the following timetable:

Report Form	Service Period	Due Date
Form #1 Service Tracking Sheet	a) Start of school through December b) Start of school through end of school (add January-June services to existing form)	a) January 31st b) June 30th
Form #2 Narrative Report	a) Start of school through December b) January through end of school	a) January 31 st b) June 30th
Form #3 School Records Report	Start of school through end of school	June 30 th

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$131,400, is the Behavioral Health Program Fund. The budget for this contract is as follows:

Item	Invoice Documentation Required	Budget
Intervention/Prevention Specialists & Mental Health Counselor (including salary and benefits)	General Ledger (GL) detail	\$73,272
Program supplies, professional development/training, and travel	<p>GL Detail for supplies and training</p> <p>For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal rate.</p> <p>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose.</p> <p>Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem rates (www.gsa.gov), specific to location. Receipts for meals are not required.</p>	\$10,558
Subcontracted services (e.g. alcohol and drug evaluations, case management, community presentations, parent and staff trainings, psychological evaluations)	Subcontractor invoicing showing subcontractor name, type of service, rate & hours of service, student identifier	\$37,970
Care Team member stipends plus benefits - \$450/member/year (Middle School and High School)	Names of Care Team Members & GL Detail	\$9,600
TOTAL		\$131,400

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above. The Contractor shall submit invoices to (include contract/PO #):

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

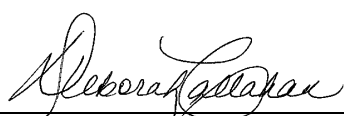
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

This Evidence of Coverage is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below and is subject to all the terms, exclusions and conditions of such coverage agreement. As a statutorily authorized and self-funded public entity interlocal cooperative among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, we cannot grant "additional insured" status (WAC 200-100-02005 and 02007).
This is to certify that the coverage listed below has been issued to the named Covered Member for the period indicated.

Coverage Afforded By:	Covered Member:
Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700	Blaine School District 765 H St Blaine, WA 98230 Member #: 37503
Coverage Agreement #:	COV 2019-2020
Coverage Period:	September 1, 2019 through August 31, 2020
Effective Date of Evidence of Coverage:	September 1, 2019
Expiration Date of Evidence of Coverage:	August 31, 2020
Limits Available General Liability Per Occurrence:	\$1,000,000
Limits Available Property:	\$1,000,000
Limits Available Auto Liability:	\$1,000,000
Description of Operations/Locations/Vehicle:	
Activities under the direct supervision of District personnel as respects coverage period September 1, 2019 through August 31, 2020.	
Evidence of Coverage Holder:	Issue Date: September 1, 2019
To Whom It May Concern	 Authorized Signature

Cancellation: Should the above described coverage agreement be cancelled before the expiration date, WSRMP will send 30 days written notice to the evidence of coverage holder named above.



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

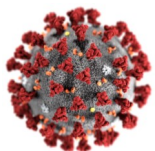
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

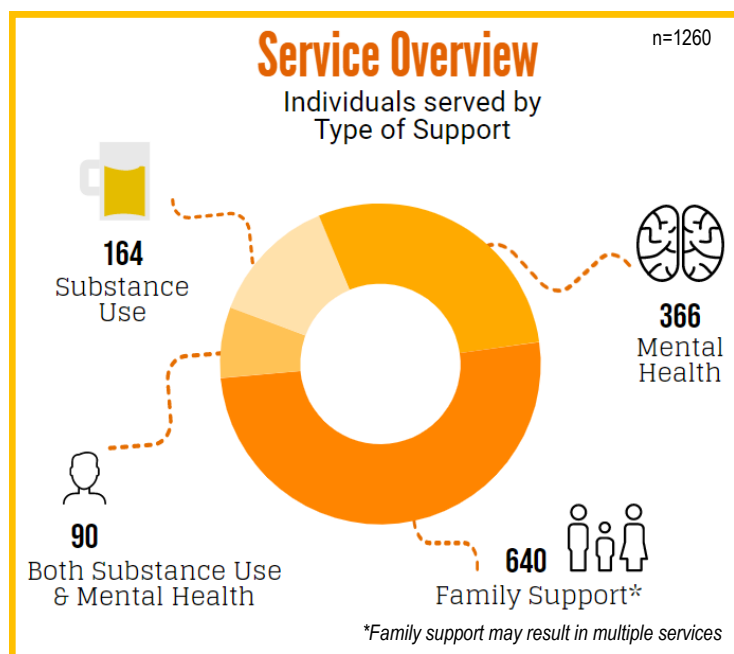
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

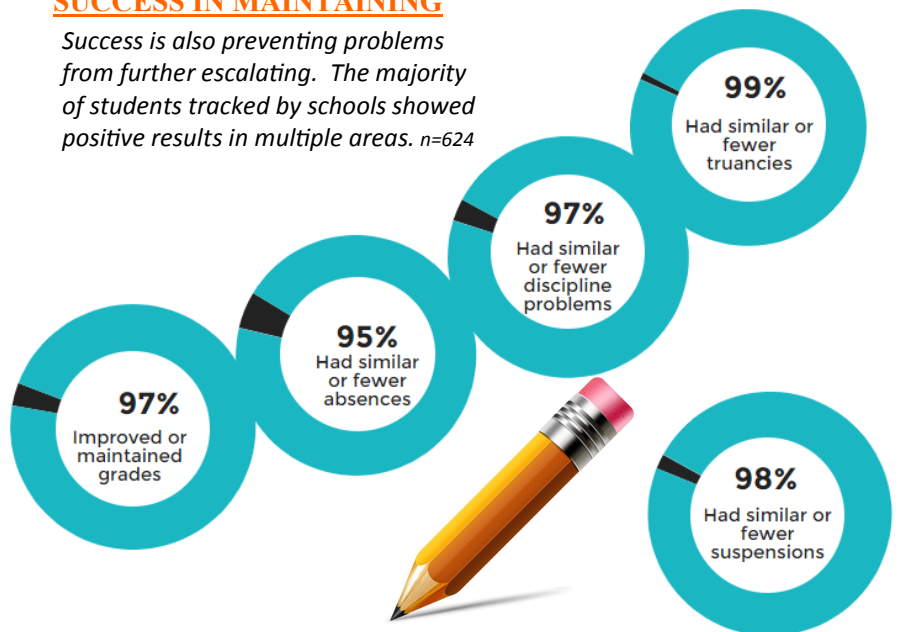
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. *n=624*



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

Provider Contacts	Individuals Served	% of served
1-10	968	77%
11-19	192	15%
20+	100	8%

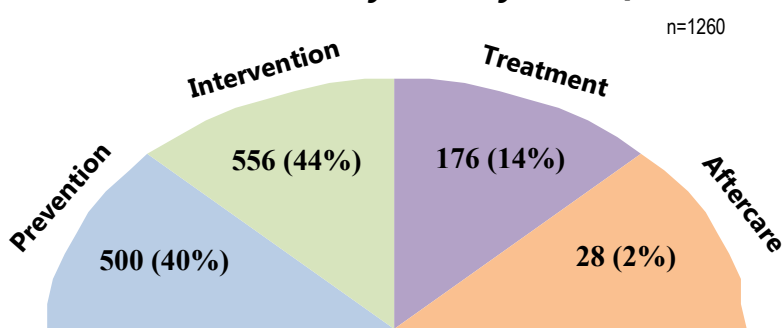


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

**TREATMENT
WORKS!**



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

Community	36
School	277
Both (school & community)	620

Social Supports

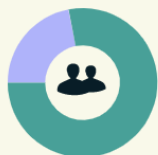
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

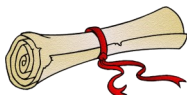
1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

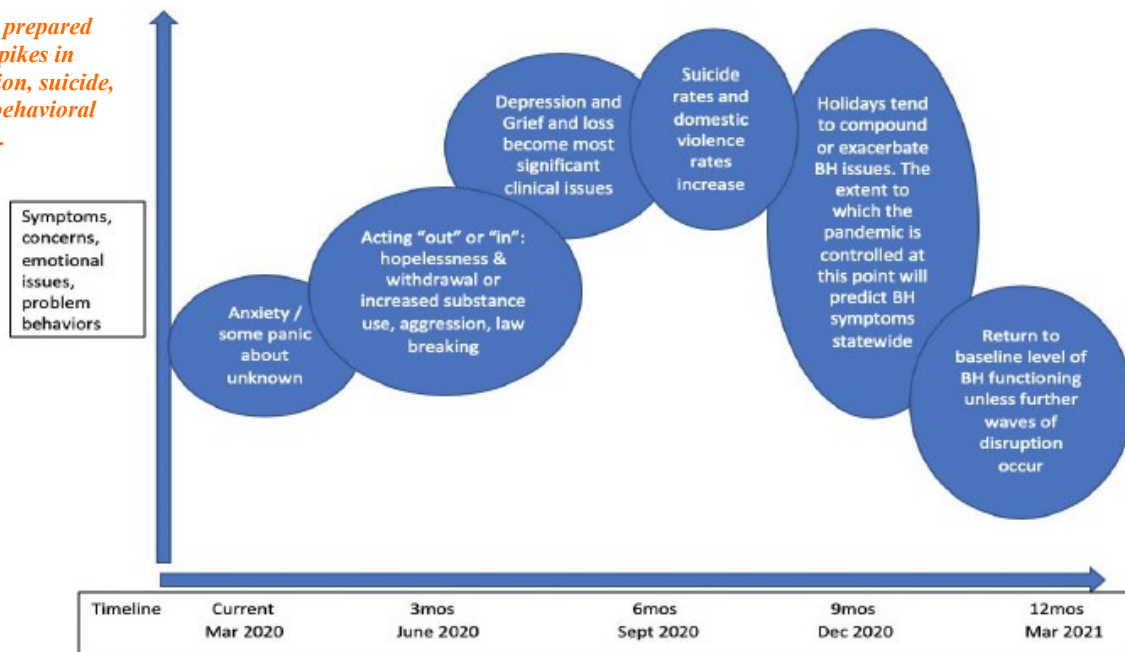


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA



<https://www.samhsa.gov/dtac/recovering-disasters/phases-disaster>



Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age**. Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

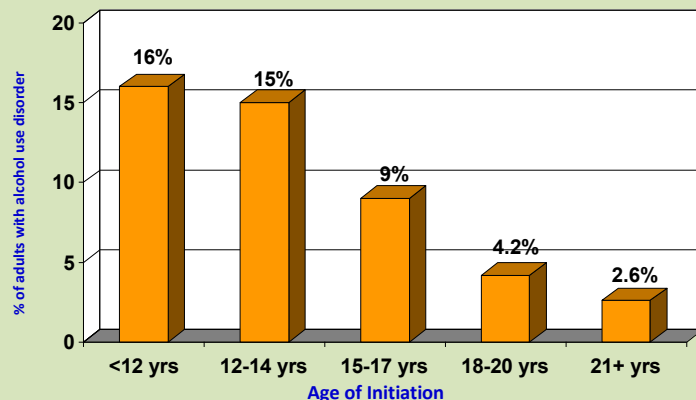
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs**. The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

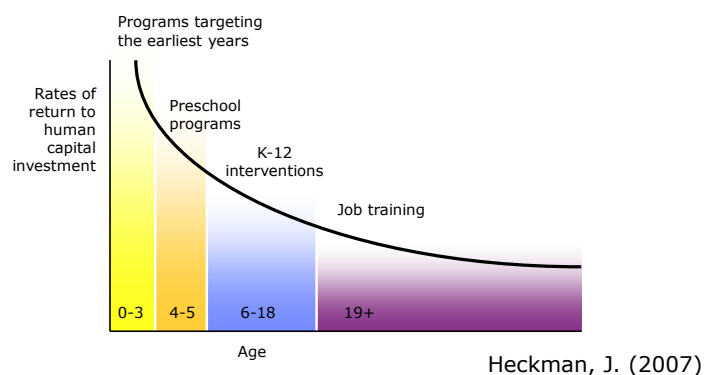
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and
Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-235

File ID:	AB2020-235	Version:	1	Status:	Agenda Ready
File Created:	05/29/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Meridian School District to provide behavioral health services, in the amount of \$108,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo to County Executive, Meridian School District Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Meridian School District – Behavioral Health Services Contract

DATE: May 29, 2020

Attached is a contract between Whatcom County and Meridian School District for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Meridian School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Each district requires their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$108,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 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 / 855020 Mental Health	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Meridian School District	
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 #: _____	
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Already approved? Council Approved Date:		If No, include WCC: _____	
		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?			
Yes <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: 124113	
Is this agreement excluded from E-Verify?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
		If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.			
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).			
<input type="checkbox"/> Contract work is for less than 120 days.			
<input type="checkbox"/> Work related subcontract less than \$25,000.			
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments):		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:	
\$	108,000	1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This contract funds behavioral health services within the Meridian School District for students who are challenged with mental health and substance use problems.			
Term of Contract:	1 Year	Expiration Date:	08/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 04/14/2020
	2. Health Budget Approval:	KR	Date: 05/01/2020
	3. Attorney signoff:	RB	Date: 05/01/2020
	4. AS Finance reviewed:	M Caldwell	Date: 05/01/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

CONTRACT FOR SERVICES
Between Whatcom County and Meridian School District

Meridian School 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. 3 to 11,
Exhibit A (Scope of Work), pp. 12 to 13,
Exhibit B (Compensation), p. 14,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health 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 \$108,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2020.

CONTRACTOR:

Meridian School District
214 W Laurel Road
Bellingham, WA 98226

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

Kurt Harvill, Assistant Superintendent

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager	Date
-------------------------------------	------

Erika Lautenbach, Department Director	Date
---------------------------------------	------

Approved as to form:

Royce Buckingham, Prosecuting Attorney	Date
--	------

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

Meridian School District
Kurt Harvill, Assistant Superintendent
214 W Laurel Road
Bellingham, WA 98226
(360) 318-2153
kharvill@meridian.wednet.edu

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

3. Additional Insurance Requirements and Provisions

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

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

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

To: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attention: Joe Fuller, Program Specialist
(360) 778-6045

JFuller@co.whatcom.wa.us

To: Meridian School District
214 W Laurel Road
Bellingham, WA 98226
Attention: Kurt Harvill, Assistant Superintendent
(360) 318-2153
kharvill@meridian.wednet.edu

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 200 students, ages 3 to 21 years, and their families as appropriate, within each school year contract period. Those served will be students in the Meridian School District who have been identified to have or be at risk of developing mental health and/or substance use issues. The Alcohol and Drug Intervention Specialist will identify appropriate students to support with education, prevention, or intervention efforts. Service may include youth receiving other behavioral support services, as well as students not yet identified.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
4. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health and substance use issues.
7. Provide outreach to high need families and connect them to appropriate community services, on a case by case basis.
8. Family resource coordination will focus on substance use and mental health issues.
9. Mental health subcontracted services will be provided on-site, serving youth ages 3 – 21.

10. Ensure all services are delivered by a qualified professional.
11. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.
12. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
13. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reporting

Reports will be submitted according to the following timetable:

Report Form	Service Period	Due Date
Form #1: Service Tracking Sheet	a) Start of school through December b) Start of school through end of school (add January-June services to existing form)	a) January 31 st b) June 30 th
Form #2: Narrative Report	a) Start of school through December b) January through end of school	a) January 31 st b) June 30 th
Form #3: School Records Report	Start of school through end of school	June 30 th

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$108,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

Item	Invoice Documentation Required	Budget
Family Intervention and Mental Health Support Specialist (including salary and benefits)	General Ledger (GL) detail	\$45,000
Behavioral Health Counselor – Social/Emotional (including salary and benefits)	GL detail	\$28,000
Alcohol and Drug Intervention Specialist (including salary and benefits)	GL detail	\$34,500
Program Supplies	GL Detail	\$500
TOTAL		\$108,000

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

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

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

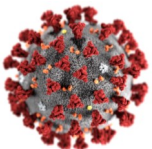
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

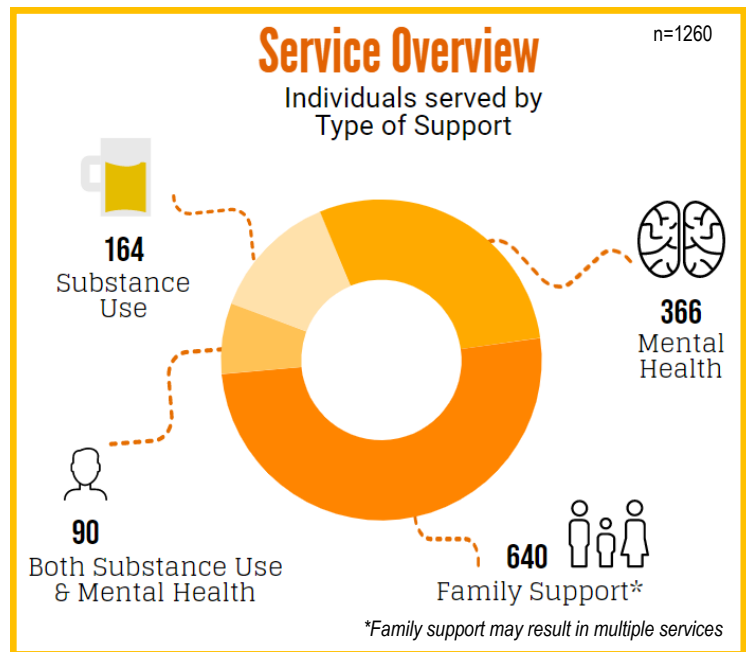
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

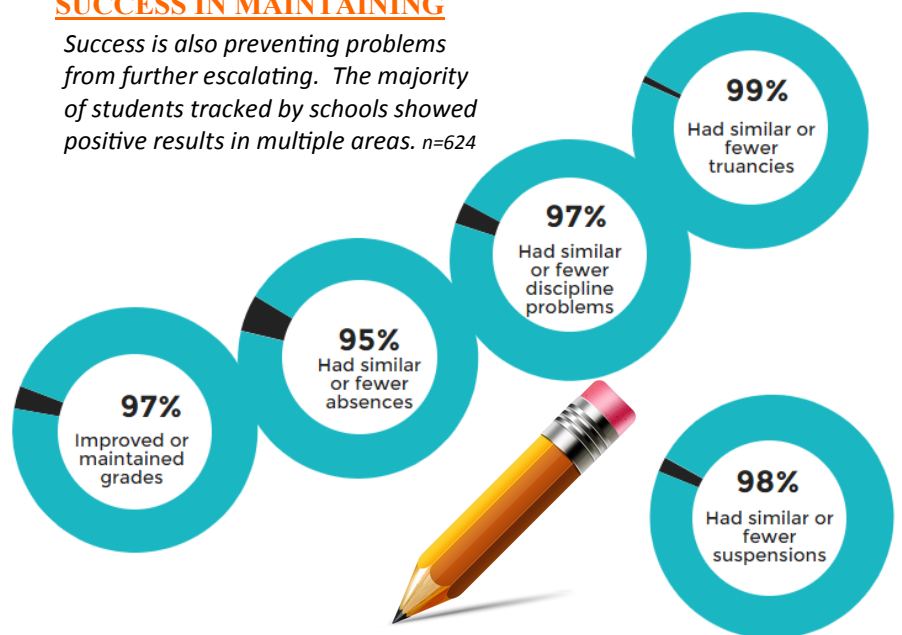
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. n=624



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

Provider Contacts	Individuals Served	% of served
1-10	968	77%
11-19	192	15%
20+	100	8%

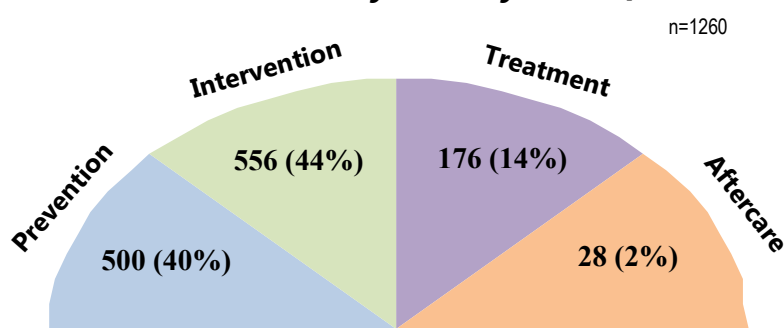


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

**TREATMENT
WORKS!**



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

Community	36
School	277
Both (school & community)	620

Social Supports

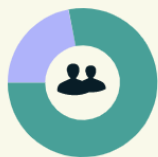
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

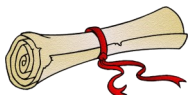
1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

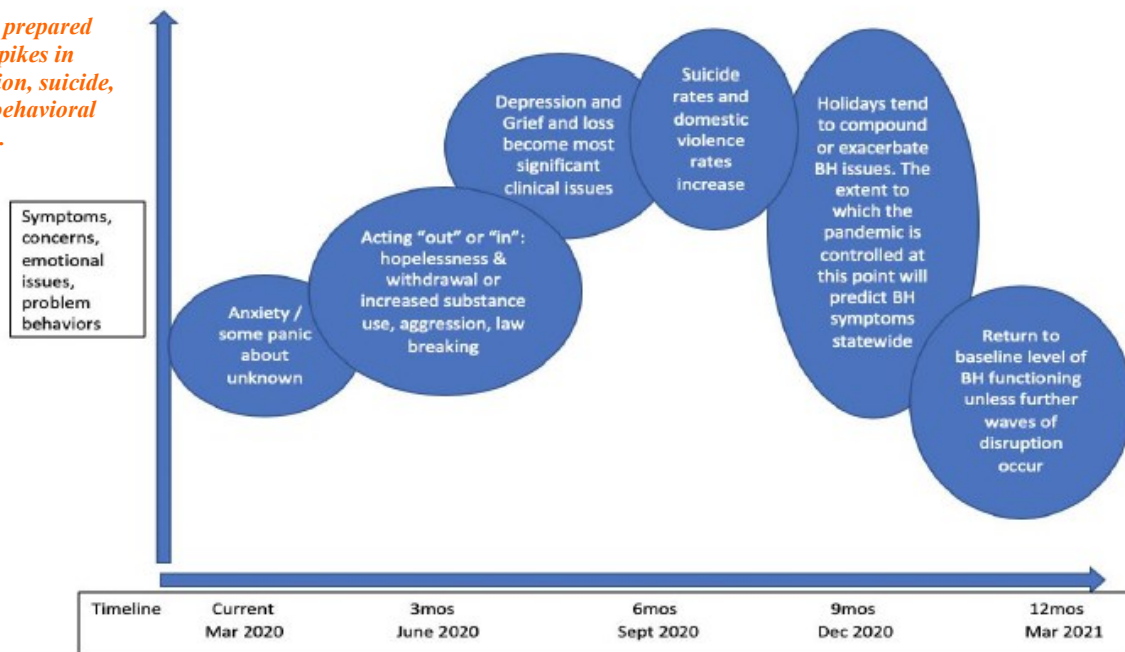


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA





Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age.** Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

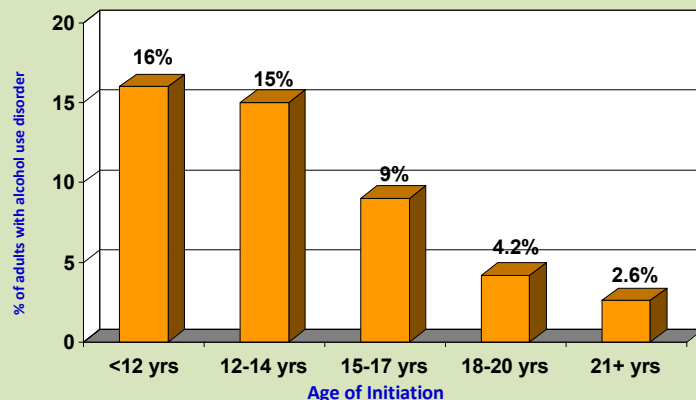
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs.** The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

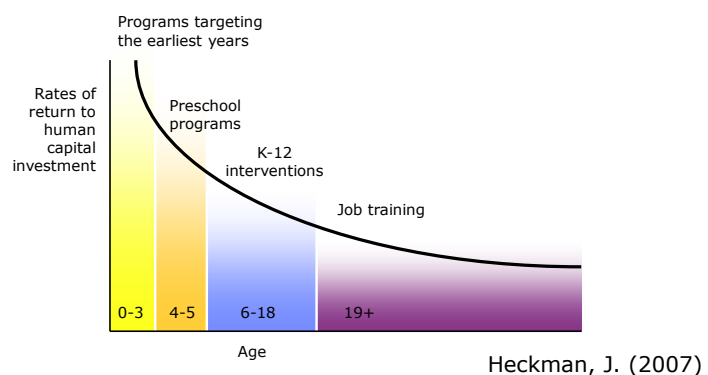
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and
Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-236

File ID:	AB2020-236	Version:	1	Status:	Agenda Ready
File Created:	05/29/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Ferndale School District to provide behavioral health services, in the amount of \$120,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo to County Executive, Ferndale School District Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Ferndale School District – Behavioral Health Services Contract

DATE: May 29, 2020

Attached is a contract between Whatcom County and Ferndale School District for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Ferndale School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Each district requires their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$120,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 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 / 855020 Mental Health	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Ferndale School District	
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 #:	
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If No, include WCC:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?		If yes, grantor agency contract number(s):	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	CFDA#:	
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Contract	
Is this contract the result of a RFP or Bid process?		Cost Center:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	124113	
If yes, RFP and Bid number(s):		If no, include Attachment D Contractor Declaration form.	
Is this agreement excluded from E-Verify?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.			
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).			
<input type="checkbox"/> Contract work is for less than 120 days.			
<input type="checkbox"/> Work related subcontract less than \$25,000.			
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:	
\$	120,000	1. Exercising an option contained in a contract previously approved by the council.	
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
\$		3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This contract funds behavioral health services within the Ferndale School District for students who are challenged with mental health and substance use problems.			
Term of Contract:		Expiration Date:	
1 Year		08/31/2021	
Contract Routing:			
1. Prepared by:		JT	Date:
2. Health Budget Approval:		KR	Date:
3. Attorney signoff:		RB	Date:
4. AS Finance reviewed:		M Caldwell	Date:
5. IT reviewed (if IT related):			Date:
6. Contractor signed:			Date:
7. Submitted to Exec.:			Date:
8. Council approved (if necessary):			Date:
9. Executive signed:			Date:
10. Original to Council:			Date:

CONTRACT FOR SERVICES
Between Whatcom County and Ferndale School District

Ferndale School 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. 3 to 11,
Exhibit A (Scope of Work), pp. 12 to 13,
Exhibit B (Compensation), pp. 14 to 15,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health 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 \$120,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2020.

CONTRACTOR:

Ferndale School District
PO Box 698
Ferndale, WA 98248

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

Dr. Paul Douglas, Executive Director of Student Services

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date

Erika Lautenbach, Department Director Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

Ferndale School District
Dr. Paul Douglas, Executive Director of Student Services
PO Box 698
Ferndale, WA 98248
(360) 383-9221
paul.douglas@ferndalesd.org

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

3. Additional Insurance Requirements and Provisions

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

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

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

To: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attention: Joe Fuller, Program Specialist
(360) 778-6045

To: Ferndale School District
PO Box 698
Ferndale, WA 98248
Attention: Dr. Paul Douglas, Executive Director of Student Services
(360) 383-9221
paul.douglas@ferndalesd.org

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 115 students, ages 5 – 18 years, and their families as appropriate, within each annual contract year. Those served will be students in the Ferndale School District who have been identified to have or be at risk of developing mental health and/or substance use issues. Services will reach new students and also increase the dosage of support among youth already being served.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
4. Refer identified students to appropriate behavioral health programs and additional support services, as appropriate.
5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health and substance use issues.
7. Ensure all services are delivered by a qualified professional.
8. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.
9. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.

10. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reporting

Reports will be submitted according to the following timetable:

Report Form	Service Period	Due Date
Form #1: Service Tracking Sheet	a) Start of school through December b) Start of school through end of school (add January-June services to existing form)	a) January 31st b) June 30th
Form #2: Narrative Report	a) Start of school through December b) January through end of school	a) January 31 st b) June 30th
Form #3: School Records Report	Start of school through end of school	June 30 th

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$120,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

Item	Invoice Documentation Required	Budget
Intervention/Prevention Specialists and Counselors (including salary and benefits)	General Ledger (GL) detail	\$119,500
Program supplies, professional development/training, and travel	<p>GL Detail for supplies and training</p> <p>For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal rate.</p> <p>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose.</p> <p>Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem rates (www.gsa.gov), specific to location. Receipts for meals are not required.</p>	\$250
Subcontracted services (e.g. assessment, therapy, drug/alcohol counseling, case management, parent education)	Subcontractor invoicing showing subcontractor name, type of service, rate & hours of service, student identifier	\$250
TOTAL		\$120,000

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above. The Contractor shall submit invoices to (include contract/PO #):

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office

509 Girard Street
Bellingham, WA 98225

2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

Schools Insurance Association of Washington

CERTIFICATE OF COVERAGE

Issue Date:08/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE 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 COVERED PARTY, the MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823 Phone 509-754-2027 Fax 509-754-3406	GENERAL LIABILITY SIAW/Munich Re et al. AUTOMOBILE LIABILITY SIAW/Munich Re et al.
COVERED MEMBER	PROPERTY SIAW/Munich Re, et al.
Ferndale School District #502 P.O. Box 698 Ferndale, WA 98248	CRIME / PUBLIC EMPLOYEE DISHONESTY SIAW/Munich Re
COVERAGES	

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	SIAW192034021	09/01/2019	09/01/2020	GENERAL AGGREGATE	\$36,000,000
				PRODUCT-COMP/OP AGG	\$36,000,000
				PERSONAL & ADV. INJURY	30,000,000
				EACH OCCURRENCE	30,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL PROGRAM AGGREGATE	\$100,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	SIAW192034021	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT	\$30,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL PROGRAM AGGREGATE	NONE
PROPERTY					
	SIAW192034021	09/01/2019	09/01/2020	ALL RISK PER OCC EXCL EQ & FL	\$150,000,000
				EARTHQUAKE PER OCC	\$35,000,000
				FLOOD PER OCC (Except FZ A&V, which is \$1MM)	\$25,000,000
(PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL PROGRAM AGGREGATE	NONE
CRIME/PUBLIC EMPLOYEE DISHONESTY					
(CRIME SUBJECT TO A \$250,000 PROGRAM SIR)	SIAW192034021	09/01/2019	09/01/2020	PER LOSS	\$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Evidence of Coverage.					

CANCELLATION

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

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Administration Whatcom County Health Department 509 Girard Street Bellingham, WA 98225	



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

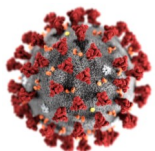
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

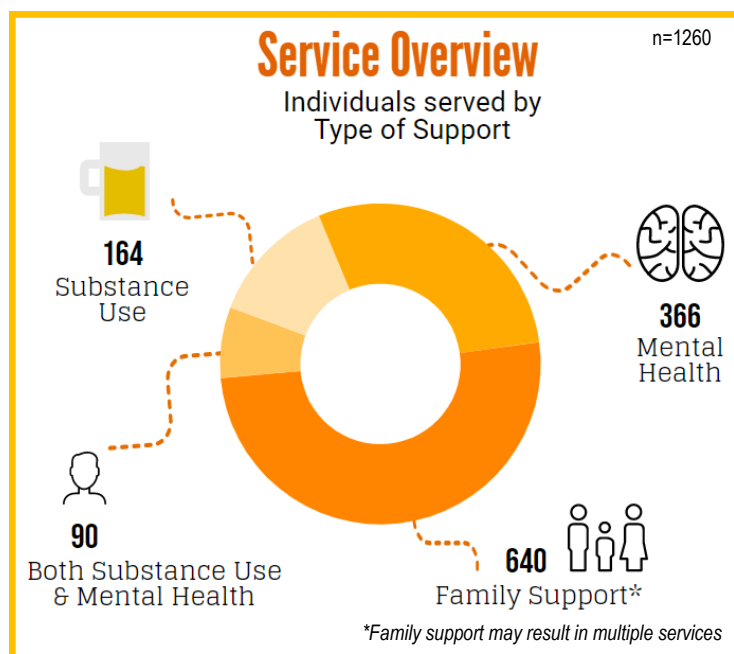
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

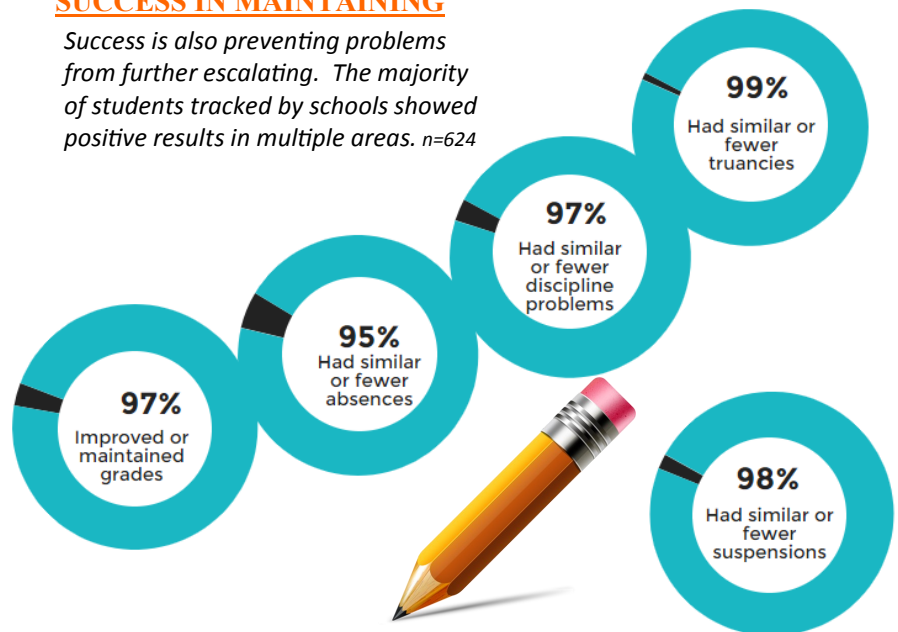
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. *n=624*



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

Provider Contacts	Individuals Served	% of served
1-10	968	77%
11-19	192	15%
20+	100	8%

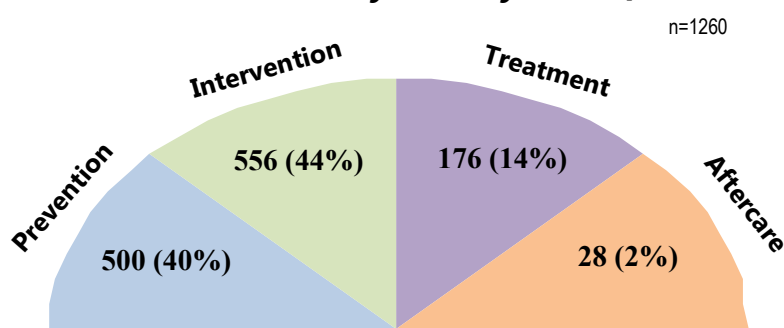


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

**TREATMENT
WORKS!**



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

Community	36
School	277
Both (school & community)	620

Social Supports

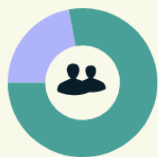
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

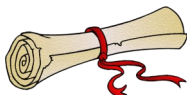
1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

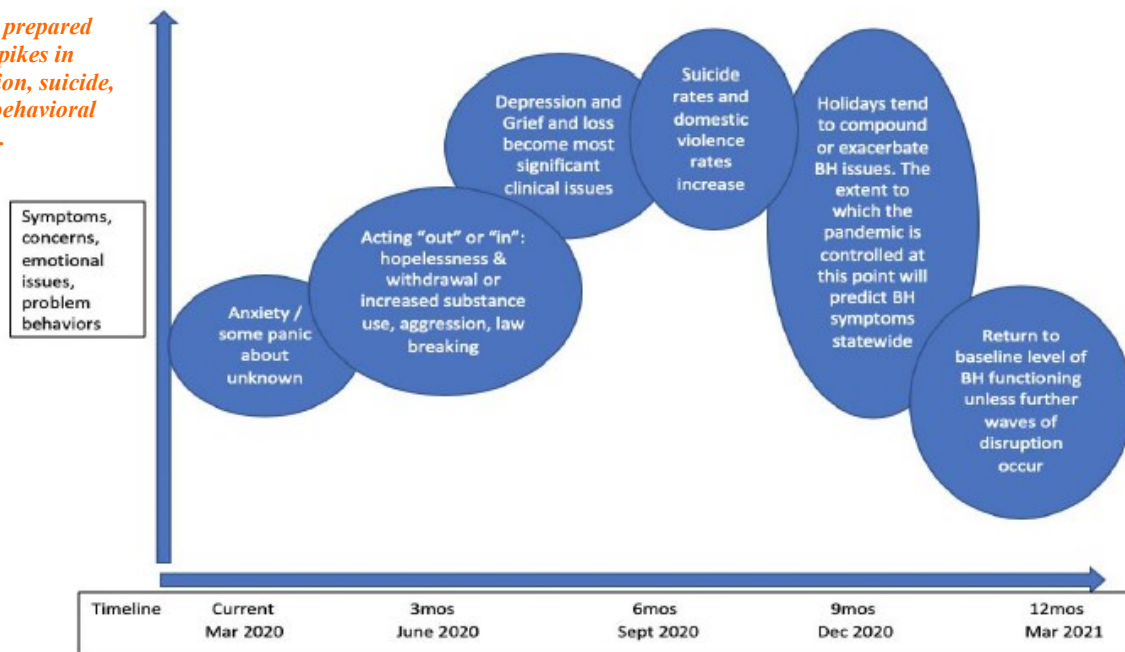


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA



<https://www.samhsa.gov/dtac/recovering-disasters/phases-disaster>



Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age**. Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

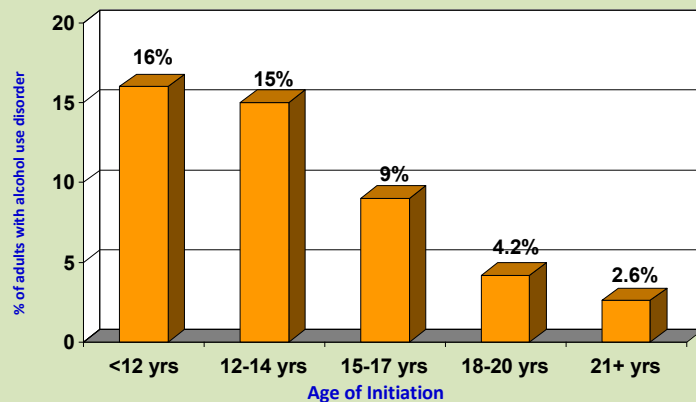
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs**. The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

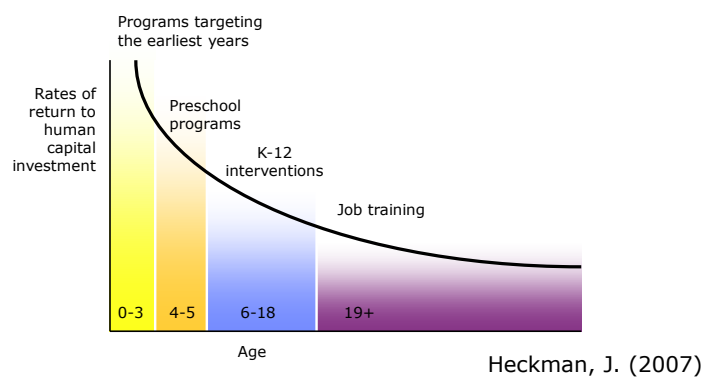
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-237

File ID:	AB2020-237	Version:	1	Status:	Agenda Ready
File Created:	05/29/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Bellingham School District #501 to provide behavioral health services, in the amount of \$138,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo to County Executive, Bellingham School District Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Bellingham School District #501 – Behavioral Health Services Contract

DATE: May 29, 2020

Attached is a contract between Whatcom County and Bellingham School District #501 for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Bellingham School District #501 to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Each district requires their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$138,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 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 / 855020 Mental Health	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Bellingham School District #501	
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 #:	
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Already approved? Council Approved Date:		If No, include WCC: _____	
		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?		If yes, grantor agency contract number(s): _____	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	CFDA#: _____	
Is this contract grant funded?		If yes, Whatcom County grant contract number(s): _____	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
Is this contract the result of a RFP or Bid process?		Contract Cost Center: 124113	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s): _____	
Is this agreement excluded from E-Verify?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
		If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 	
\$	138,000		
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This contract funds behavioral health services within the Bellingham School District #501 for students who are challenged with mental health and substance use problems.			
Term of Contract:	1 Year	Expiration Date:	08/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 04/09/2020
	2. Health Budget Approval:	KR	Date: 05/01/2020
	3. Attorney signoff:	RB	Date: 05/01/2020
	4. AS Finance reviewed:	M Caldwell	Date: 05/01/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

CONTRACT FOR SERVICES
Between Whatcom County and Bellingham School District #501

Bellingham School District #501, 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 11,
Exhibit A (Scope of Work), pp. 12 to 13,
Exhibit B (Compensation), pp. 14 to 15,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health 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 \$138,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2020.

CONTRACTOR:

Bellingham School District #501
1306 Dupont Street
Bellingham, WA 98225

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

Greg Baker, Superintendent

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager	Date
-------------------------------------	------

Erika Lautenbach, Department Director	Date
---------------------------------------	------

Approved as to form:

Royce Buckingham, Prosecuting Attorney	Date
--	------

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

Bellingham School District #501
Greg Baker, Superintendent
1306 Dupont Street
Bellingham, WA 98225
(360) 676-6501
Greg.baker@bellingshamschools.org

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

3. Additional Insurance Requirements and Provisions

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

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

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

To: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attention: Joe Fuller, Program Specialist
(360) 778-6045

JFuller@co.whatcom.wa.us

To: Bellingham School District #501
1306 Dupont Street
Bellingham, WA 98225
Attention: Greg Baker, Superintendent
(360) 676-6501
Greg.Baker@bellingshamschools.org

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 200 students, ages 12 – 18 years, and their families as appropriate, within each school year contract period. Those served will be students in the Bellingham School District #501 who have been identified to have or to be at risk of developing mental health and/or substance use issues.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Link students to appropriate in-school or community based services and activities based on identified needs of the individual.
4. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health or substance use issues.
7. Maintain Intervention/Prevention Specialists at Squalicum High School, Bellingham High School, and Sehome High School locations.
8. Ensure all services are delivered by a qualified professional.
9. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.

10. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
11. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine the need for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reporting

Reports will be submitted according to the following timetable:

Report Form	Service Period	Due Date
Form #1: Service Tracking Sheet	a) Start of school through December b) Start of school through end of school (add January-June services to existing form)	a) January 31st b) June 30th
Form #2: Narrative Report	a) Start of school through December b) January through end of school	a) January 31 st b) June 30th
Form #3: School Records Report	Start of school through end of school	June 30 th

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$138,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

Item	Invoice Documentation Required	Budget
Intervention/Prevention Specialists (including salary and benefits)	General Ledger (GL) detail	\$136,000
Program supplies, professional development/training, and travel	<p>GL Detail for supplies and training</p> <p>For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal rate.</p> <p>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose.</p> <p>Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem rates (www.gsa.gov), specific to location. Receipts for meals are not required.</p>	\$2,000
TOTAL		\$138,000

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

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

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

Schools Insurance Association of Washington

CERTIFICATE OF COVERAGE

Issue Date:08/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE 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 COVERED PARTY, the MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823 Phone 509-754-2027 Fax 509-754-3406	GENERAL LIABILITY SIAW/Munich Re et al. AUTOMOBILE LIABILITY SIAW/Munich Re et al.
COVERED MEMBER	PROPERTY SIAW/Munich Re, et al. CRIME / PUBLIC EMPLOYEE DISHONESTY SIAW/Munich Re
Bellingham School District #501 1306 Dupont Street Bellingham, WA 98225	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


TYPE OF COVERAGE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	SIAW192034010	09/01/2019	09/01/2020	GENERAL AGGREGATE PRODUCT-CO M/P/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE ANNUAL PROGRAM AGGREGATE	\$36,000,000 \$36,000,000 30,000,000 30,000,000 \$100,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO	SIAW192034010	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT	\$30,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
PROPERTY					
	SIAW192034010	09/01/2019	09/01/2020	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC (Except FZ A&V, which is \$1MM)	\$150,000,000 \$35,000,000 \$25,000,000
(PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)					
CRIME/PUBLIC EMPLOYEE DISHONESTY					
(CRIME SUBJECT TO A \$250,000 PROGRAM SIR)	SIAW192034010	09/01/2019	09/01/2020	PER LOSS	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding contract for behavioral health services, Whatcom County is named as Additional Insured regarding this contract only and is subject to coverage terms, conditions, and exclusions. Additional Insured endorsement is attached. SIAW retained limit is primary and non-contributory. Waiver of Subrogation is attached.

CANCELLATION

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

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Whatcom County 311 Grand Ave Bellingham, WA 98225	



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

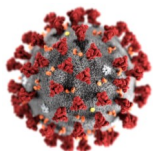
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

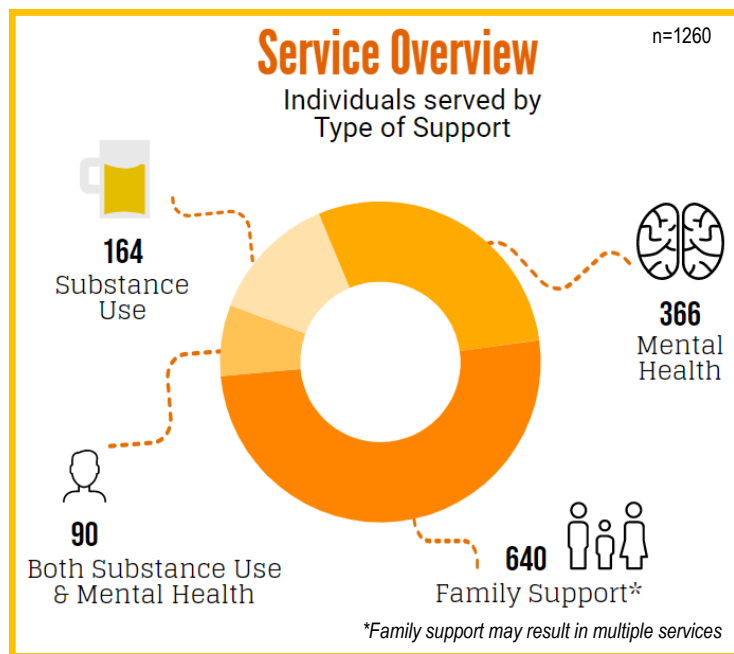
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

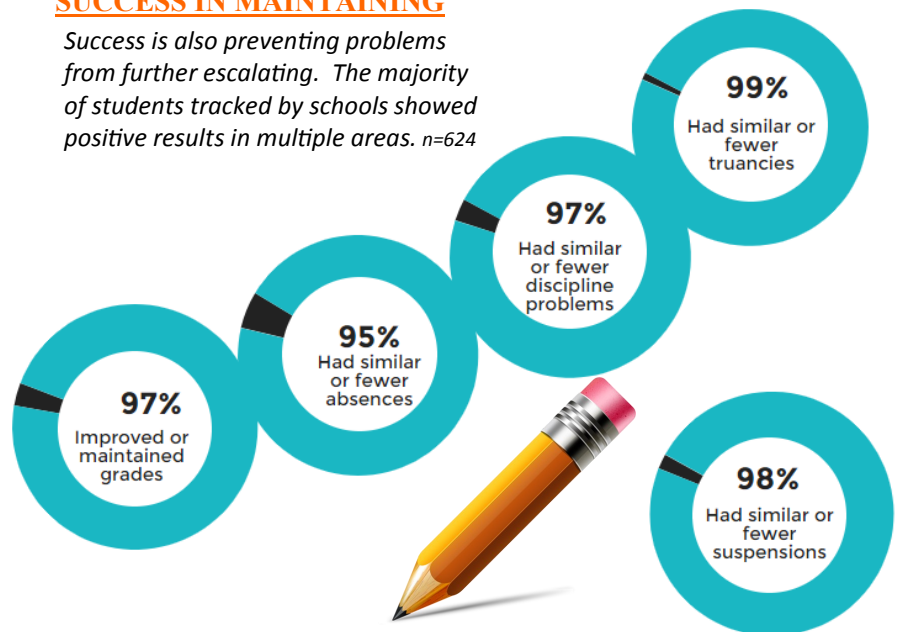
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. n=624



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

Provider Contacts	Individuals Served	% of served
1-10	968	77%
11-19	192	15%
20+	100	8%

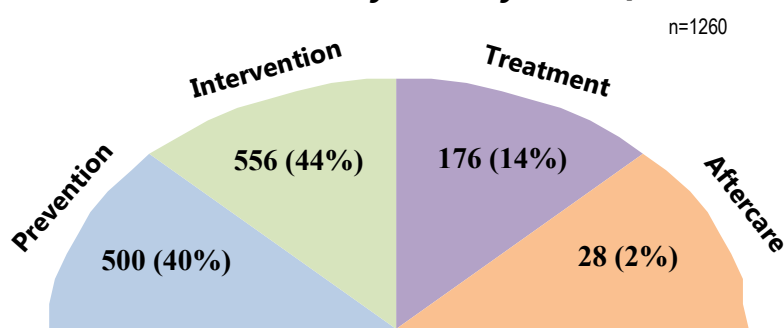


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

**TREATMENT
WORKS!**



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

Community	36
School	277
Both (school & community)	620

Social Supports

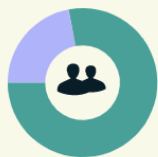
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

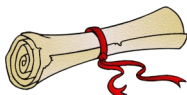
1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

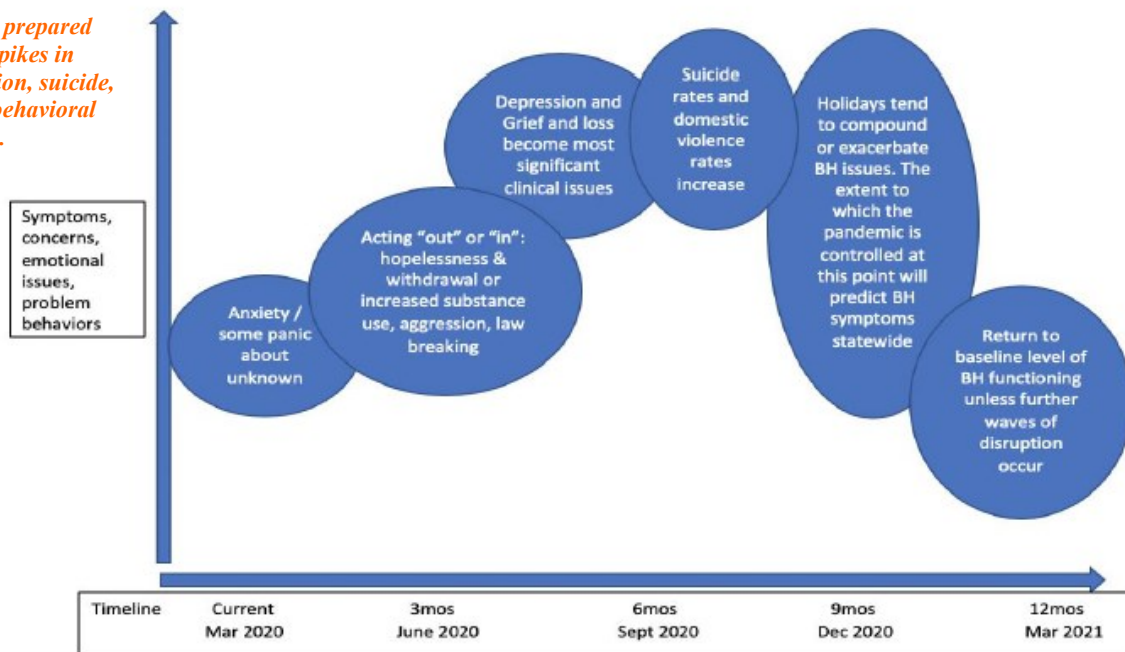


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA



<https://www.samhsa.gov/dtac/recovering-disasters/phases-disaster>



Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age.** Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

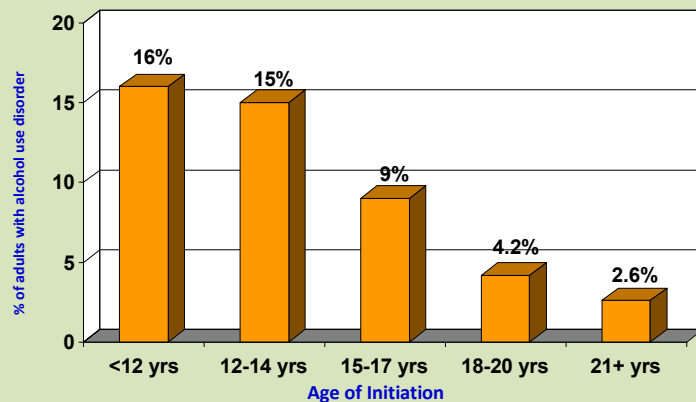
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs.** The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

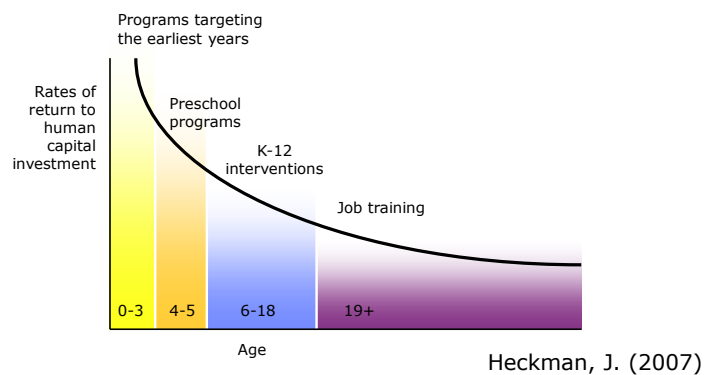
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and
Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-244

File ID:	AB2020-244	Version:	1	Status:	Agenda Ready
File Created:	06/05/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Mount Baker School District to provide behavioral health services, in the amount of \$108,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo to County Executive, Mt Baker School District Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Mt. Baker School District – Behavioral Health Services Contract

DATE: June 5, 2020

Enclosed are two (2) originals of a contract between Whatcom County and Mt. Baker School District for your review and signature.

▪ **Background and Purpose**

This contract provides funding for behavioral health services within the Mt. Baker School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Each district requires their individual school board's approval and Council review of each of these contracts may occur on different dates.

▪ **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$108,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 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 / 855020 Mental Health	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Mt. Baker School District	

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC: _____	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract the result of a RFP or Bid process?		Contract Cost Center:	124113
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below:		
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 108,000	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

Summary of Scope: This contract funds behavioral health services within the Mt. Baker School District for students who are challenged with mental health and substance use problems.

Term of Contract:	1 Year	Expiration Date:	08/31/2021
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Contract Routing:	1. Prepared by:	JT	Date:	04/14/2020
	2. Health Budget Approval:	KR	Date:	05/01/2020
	3. Attorney signoff:	RB	Date:	05/01/2020
	4. AS Finance reviewed:	M Caldwell	Date:	05/01/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

CONTRACT FOR SERVICES
Between Whatcom County and Mt. Baker School District

Mt. Baker School 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. 3 to 11,
 Exhibit A (Scope of Work), pp. 12 to 13,
 Exhibit B (Compensation), pp. 14 to 15,
 Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health 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 \$108,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2020.

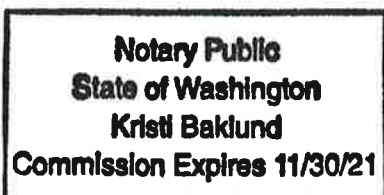
CONTRACTOR:


 Mary Sewright, Superintendent

STATE OF WASHINGTON)
) ss.

COUNTY OF WHATCOM)

On this 26 day of May, 2020, before me personally appeared Mary Sewright to me known to be the Superintendent of Mt. Baker School 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 Deming. My commission expires 11/30/21.

WHATCOM COUNTY:

Recommended for Approval:

 6/1/2020
Anne Deacon, Human Services Manager Date

 6/1/2020
Erika Lautenbach, Department Director Date

Approved as to form:

Approved by email RB/JT 05/01/2020
Royce Buckingham, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____ 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

_____. My commission expires _____.

CONTRACTOR INFORMATION:

Mt. Baker School District
Mary Sewright, Superintendent
PO Box 95
Deming, WA 98244
(360) 383-2000
msewright@mtbaker.wednet.edu

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

31.2 Patent/Copyright Infringement:

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

3. Additional Insurance Requirements and Provisions

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

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

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

To: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attention: Joe Fuller, Program Specialist
(360) 778-6045

JFuller@co.whatcom.wa.us

To: Mt. Baker School District
PO Box 95
Deming, WA 98244
Attention: Mary Sewright, Superintendent
(360) 383-2000
msewright@mtbaker.wednet.edu

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to 50 – 70 students between the ages of 5 to 18 years, and their families as appropriate, within each school year contract period. Those served will be students in the Mt. Baker School District who have been identified to have or be at risk of developing mental health and/or substance use issues.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
4. Provide outreach to high need families and connect them to appropriate community services, on a case by case basis.
5. Family resource coordination will focus on substance use and mental health issues.
6. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
7. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
8. Provide consultation and/or technical assistance to school district staff regarding youth with mental health and substance use issues.
9. Ensure all services are delivered by a qualified professional.

10. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.
11. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
12. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.
13. The behavioral health services provided under this contract are funded by local Whatcom County sources. Subcontracted services may include screening students and/or families for service eligibility, consulting with school staff, mental health assessments, individual and family counseling, group counseling, case management, referral to additional support services, and other mental health service not provided by other funding sources.

Reporting

Reports will be submitted according to the following timetable:

Report Form	Service Period	Due Date
Form #1: Service Tracking Sheet	a) Start of school through December b) Start of school through end of school (add January-June services to existing form)	a) January 31st b) June 30th
Form #2: Narrative Report	a) Start of school through December b) January through end of school	a) January 31 st b) June 30th
Form #3: School Records Report	Start of school through end of school	June 30 th

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$108,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

Item	Invoice Documentation Required	Budget
Mental Health Support Specialists (including salary and benefits)	General Ledger (GL) detail	\$95,000
Subcontracted Services (e.g. therapy, psychological services, drugs/alcohol counseling)	Subcontractor invoice showing subcontractor name, type of service, rate & hours of service, student identifier	\$8,000
Professional development, training, and travel	Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required. For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.	\$2,000
Strengthening Families Program (childcare and meals)	Receipts for meals and invoices for childcare	\$2,000
Program Supplies	GL Detail	\$1,000
TOTAL		\$108,000

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for

payment must include the items identified in the table above. The Contractor shall submit invoices to (include contract/PO #):

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

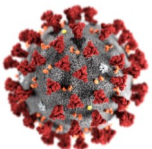
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

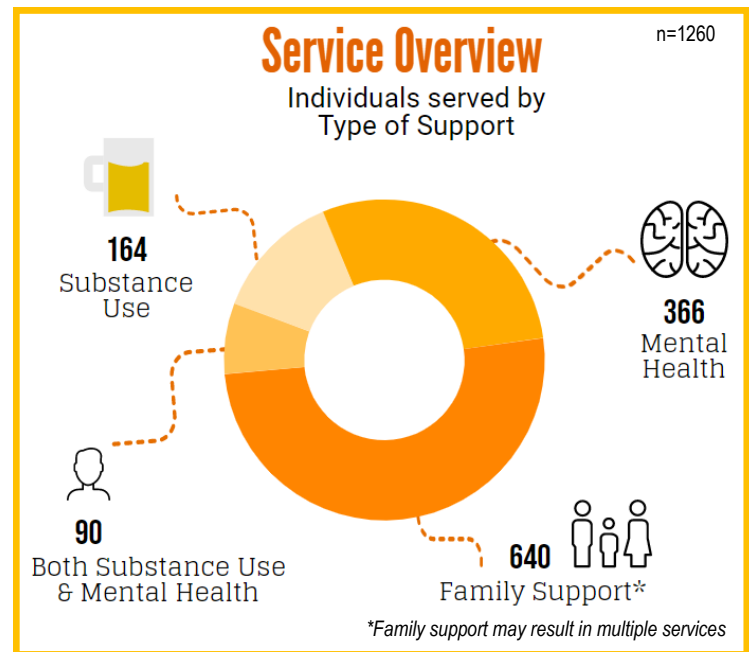
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

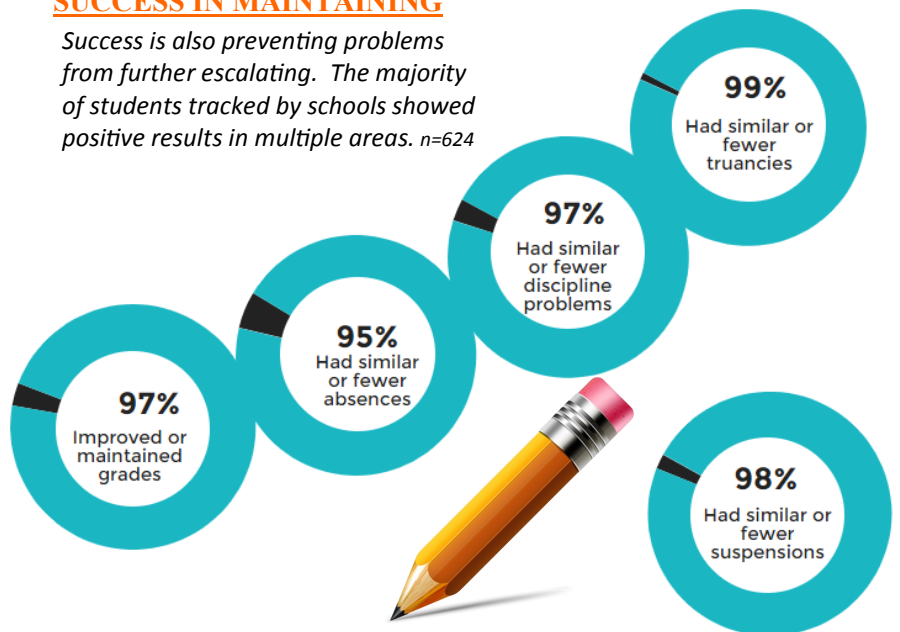
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. n=624



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

Provider Contacts	Individuals Served	% of served
1-10	968	77%
11-19	192	15%
20+	100	8%

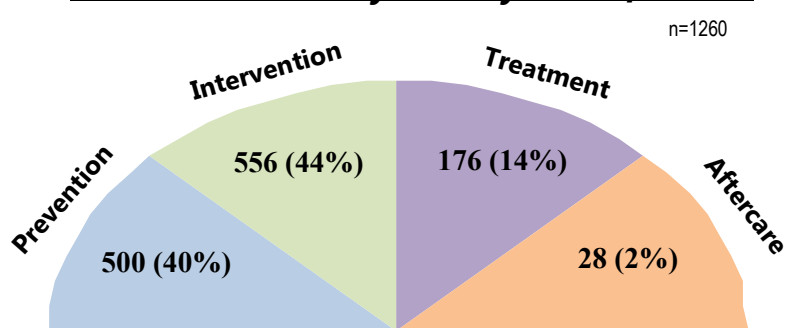


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

Community	36
School	277
Both (school & community)	620

Social Supports

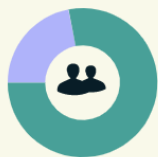
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

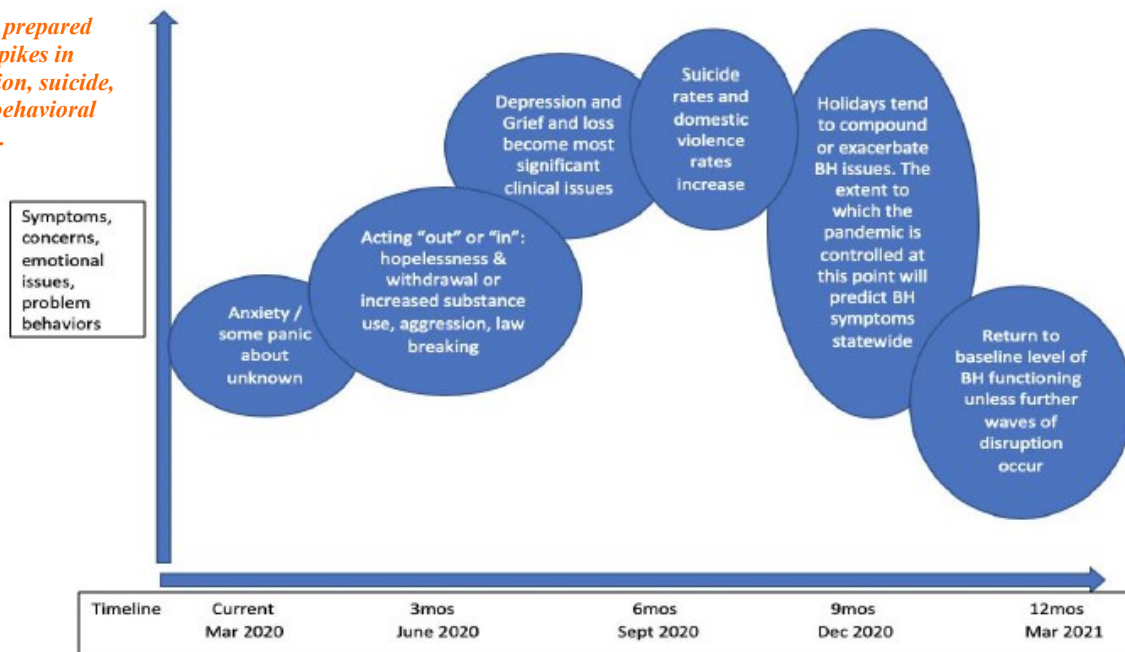


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA





Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age**. Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

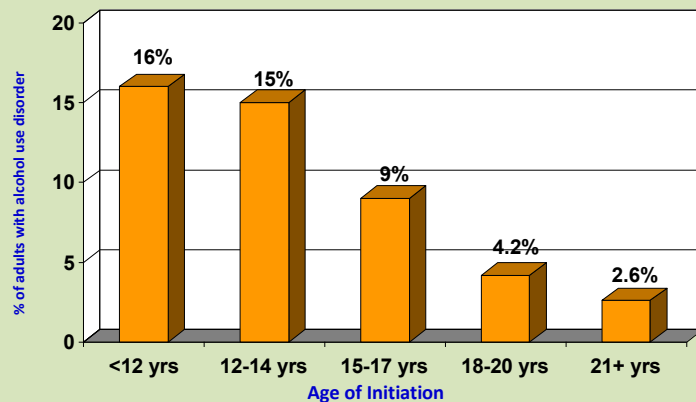
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs**. The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

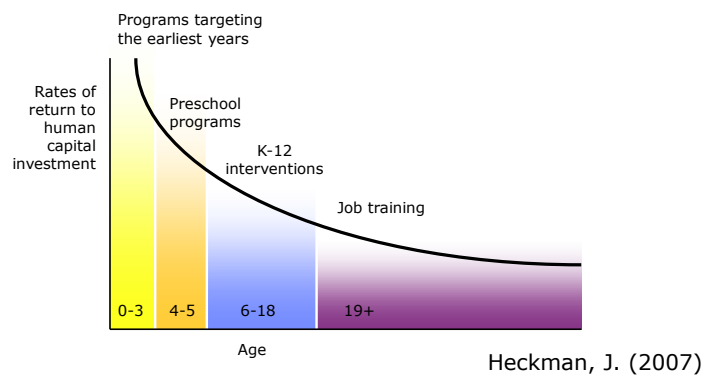
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-261

File ID:	AB2020-261	Version:	1	Status:	Agenda Ready
File Created:	07/09/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Agreement		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a lease agreement between Whatcom County and the Boys and Girls Club of Whatcom County for use and maintenance of the baseball fields on County property adjoining the Phillips 66 soccer fields

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Boys and Girls Club of Whatcom County has leased and maintained these baseball fields for the last 23 years, providing needed youth sport activities at no cost to the County. The proposed lease updates and extends this agreement for twenty-five years.

HISTORY OF LEGISLATIVE FILE


Date:	Acting Body:	Action:	Sent To:
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Attachments: Memorandum, Lease Agreement



MEMORANDUM

TO: County Executive Sidhu and Members of the Council

FROM: Michael McFarlane, Director 

DATE: July 8th, 2020

RE: Baseball Field Lease Amendment with Boys & Girls Club of Whatcom County

Attached is a lease amendment for use and maintenance of the baseball fields on County property adjoining the Phillips 66 soccer fields. The Boys & Girls Club has leased and maintained these ballfields since 1997 providing needed youth sport activities at no cost to the County.


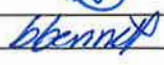
This agreement has been updated and extends the lease for another 25 years under similar terms and conditions. I recommend your approval of the agreement.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Parks
Division/Program: (i.e. Dept. Division and Program)	Administration
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	Boys & Girls Club of Whatcom County
Is this a New Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 9310001	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> 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): \$ N/A This Amendment Amount: \$ N/A Total Amended Amount: \$ N/A	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: Third amendment to lease of baseball fields at 5238 Northwest Drive to Boys & Girls Club of Whatcom County.	
Term of Contract: 25 years Expiration Date: March 31st, 2045	

Contract Routing:	1. Prepared by: Michael McFarlane	Date: 6/10/20
	2. Attorney signoff: 	Date: 6/10/2020
	3. AS Finance reviewed: 	Date: 6/30/2020
	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:

**THIRD AMENDED LEASE BETWEEN
WHATCOM COUNTY
AND BOYS & GIRLS CLUB OF WHATCOM COUNTY**

THIS LEASE is made and entered into this ____ day of _____, 20²⁰~~19~~, by and between **WHATCOM COUNTY**, a municipal corporation organized under the laws of the State of Washington, hereinafter "County", and **BOYS AND GIRLS CLUB OF WHATCOM COUNTY**, a Washington non-profit corporation, hereinafter "Club".

RECITALS:

- A. The parties entered into a Boys and Girls Club of Whatcom County Lease on the 12th day of November, 1993, for the development of baseball fields, located at 5238 Northwest Drive, Bellingham, WA.
- B. The parties entered into an Amended Boys and Girls Club of Bellingham Lease on the 3rd day of June, 1997. The Amended Lease expires on the 31st day of March, 2020. This Lease will be the third amended lease and will go into full force and effect at the expiration of the prior Lease at midnight on April 1, 2020, provided it is signed by all Parties.
- C. The County wants to assist the Club in providing recreational youth baseball facilities which will benefit the public by fulfilling a park-like function, thereby reducing demands on the County's budget.
- D. RCW 35.59.080 authorizes the County to lease its land for public safety facilities, playfields, outdoor sports and recreation facilities, for such fees, charges and other consideration as the legislative body deems appropriate.
- E. The Club shares infrastructure with Whatcom Sports & Recreation, a Washington non-profit corporation ("WSR").
- F. WSR leases from the County real property to the east of the Leased Premises.
- G. Shared infrastructure is shown on the map attached as Exhibits "C-1 and C-2".

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties agree as follows:

- 1. **Leased Premises:** The County, for an in consideration of the promises hereinafter provided and the covenants and agreements hereinafter contained, hereby demise, let and lease unto the Club the real property described in Exhibit A ("Leased Premises"). A depiction of the leased premises is attached as Exhibit B.

The Leased Premises are subject to the following reservations:

- a. WSR's right to use, maintain, repair and replace the waterline from City of Ferndale for domestic water service.
- b. WSR's non-exclusive right to use for parking, ingress and egress over a portion of the Leased Premises developed as parking and road, shown as Common Access Road and Parking and Common Parking on Exhibit "C-1".
- c. The right for WSR to operate the irrigation system that includes the existing well and water lines for transmission of water to and from the irrigation pond identified on Exhibit "C-2", including reasonable access for maintaining, repairing and upgrading of the irrigation system.
- d. A non-exclusive right reserved by Whatcom County for the purpose of using parking constructed on the Leased Premises as overflow parking during business hours.
- e. The right reserved by Whatcom County and granted to the WSR over the northwest corner of the Leased Premises upon which an access road from Northwest Avenue has been constructed.
- f. The right of Whatcom County to install and operate general utilities anywhere on the Leased Premises for the purpose of maintaining existing underground utilities and for adding additional underground utilities as the County deems appropriate.
- g. Those rights reserved by the County in Sections 7, 15, 18 and 21.

2. Term: The term of this Lease shall be for a period of twenty five (25) years, commencing on the 1st day of April, 2020, and ending at midnight on the 31st day of March, 2045.
3. Rent: There shall be no rent for the Leased Premises, except as otherwise provided for herein. The consideration received by the County shall be the improvements to the Leased Premises and the use of the Leased Premises, which fulfills a public need and purpose.
4. Acceptance of Premises: The Club acknowledges that the Leased Premises have been examined to the Club's satisfaction and the Club accepts the Leased Premises in their present condition and AS IS.
5. Administration: This Lease shall be administrated by the director of the Whatcom County Park Department ("Director"). The Director is authorized to administer this Lease and deal with all issues related hereto, including the granting of the necessary approvals contemplated by this Lease; provided, this Lease may only be amended in the same manner that it was originally executed. All actions taken by Director as the County's agent for administering this agreement shall be subject to the approval of the Whatcom County Executive.
6. Use: The Club shall use the Leased Premises only for youth baseball and other youth athletic activities, concession sales, and other incidental and related activities. The parties agree that the Club shall have the primary use of the Leased Premises for that purpose; provided the Director may allow other uses and activities on all or a portion of the Leased Premises during those times that the Leased Premises are not scheduled for use by the Club. If such use is not detrimental or damaging to the turf, or other facilities located on the Leased Premises.
7. Improvements: The Club shall make no alterations, improvements, repairs or do any development to the Leased Premises without the prior written consent of the Director. The Club shall pay for all costs to repair damages to the Leased Premises and improvements thereto incurred during Club's use of the Leased Premises. The Club shall return the Leased Premises to the County with all improvements in an adequate condition upon termination or expiration of this Lease. The Club agrees to secure the necessary permits required for construction of improvements on the Leased Premises. The County reserves the right to require any fixtures or improvements to be deeded to the County upon expiration or termination of this Lease. The Club shall pay all costs and expenses for work done and materials used for the construction of improvements or installation of equipment. The Club shall keep the Leased Premises free and clear of all mechanics or material liens, or other liens on account of any work done for the Club on the Leased Premises.
8. Maintenance: The Club shall be solely responsible for maintenance of the Leased Premises. The Club agrees that the County shall not have responsibility for maintenance of any kind.
9. Operating Costs: The Club shall pay all costs of operation of the Leased Premises, including but not limited to, electricity, water, gas, sewer and garbage.
10. Concession: The Club is authorized to operate concessions on the Leased Premises for the sale of food, food items, apparel and other youth sports related items; provided, such concession shall only be open during events scheduled on the Leased Premises. The Club shall be responsible for acquiring all necessary permits, approvals, and licenses for such concession operations.

11. Insurance: The Club shall, at its own expense, obtain and continuously maintain the following insurance coverage. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified herein or the coverage limits provided or available under the policies maintained by the Club without regard to this lease, whichever are greater:

Commercial General Liability and Public Liability
Property Damage - \$500,000.00 - per occurrence
General Liability & bodily injury- \$2,000,000.00 – per occurrence
\$4,000,000 - Minimum, Annual Aggregate

Business Automobile Liability
\$2,000,000 Minimum, per occurrence
\$4,000,000 Minimum, Annual Aggregate

The Club shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$2,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

The Club must provide to the County a Certificate of Liability Insurance with Endorsements on the CGL, Public Liability and auto policy. The Certificate of Liability and Endorsements shall name the County, employees, officers, agents, officials and volunteers as named Additional Insureds. The Club's insurance shall be considered primary and shall waive all rights of subrogation. The County insurance shall be non-contributory. The CGL policy shall be an occurrence basis. All Club's subcontractors' and vendors' providing services and performing work on the Leased Premises shall have policies of insurance that shall also name the County as an additional named insured with endorsements, provide primary insurance coverage, waiver of subrogation and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participate in by the County shall be excess. All Contractor's and subcontractors' liability insurance policies must be endorsed to show this primary coverage.

The Club agrees Club's insurance obligation shall survive the completion or termination of this lease for a minimum period of three years. Failure by the Club to provide insurance as required shall be considered a material breach of this Lease.

Due to the length of this Lease, the parties agree to periodically review the insurance limits to determine if they are adequate. If the County deems such insurance limits not to be adequate, then the Club, upon request from the County shall raise such insurance limits to adequate amounts.

The insurance policy covering liability for the Leased Premises and concession sales shall be a comprehensive general liability policy with the above policy limits, and, in addition shall include coverage for merchandise sold by the Club through its facilities.

The policy of insurance shall have a thirty (30) day cancellation notice in the event of termination, or material modification of coverage, which notice shall be provided to the County.

Failure by the County to review or reject the Insurance Certificate and/or Endorsement does not constitute a waiver of the Club's duty and obligation to obtain the Insurance and Endorsements required in this Lease, nor does it constitute an acceptance by the County of the Insurance and Endorsements provided.

12. Taxes and Fees: The Club shall pay all licenses, excise taxes, permits, and fees applicable to its operation and the Leased Premises. The Club shall be responsible for securing necessary permits and licenses imposed by applicable local, state or federal law with respect to the Club's employees or Club's property or activities on the Leased Premises.
13. Indemnification: The Club covenants and agrees to indemnify, hold harmless and defend County, its departments, employees, officers, agents, officials and volunteers, from and against all claims, losses and damages for personal injury or death, or damage to property occurring on or within the Leased Premises, arising out of the Club's use and occupancy of the Leased Premises, excepting any damage or loss caused by the sole negligence of County or solely by County's failure to perform its obligations hereunder.

The Club specifically and expressly waives any indemnity created under the Washington Industrial Insurance Act, Title 51 RCW, or similar laws of other jurisdictions and by its signature below acknowledges that this waiver was mutually negotiated and agreed to by the parties.

14. Assignment and Subletting: The Club shall not sublet the Leased Premises or any part thereof, or assign this Lease without the prior written consent of the County, which consent shall not be unreasonably withheld. Any such assignment or subletting, or attempt to assign or sublet without such consent shall result in an immediate forfeiture of the Club's interest in and to this Lease, as provided herein.
15. Entry onto Premises by County: The County reserves the right to enter onto the Leased Premises at reasonable times to inspect them, or make modifications and the Club shall permit the County to do so.
16. Independent Contractor: It is hereby understood, agreed and declared that the Club or any sublessee, is an independent contractor and not the agent or employee of the County and that no liability shall attach to the County by reason of entering into this Lease, except as may be expressly provided herein.
17. Oil and Mineral Rights: The County hereby expressly saves, accepts, and reserves out of the Lease hereby made, unto itself, its successors, and assigns, forever, all oils, gases, coals, ores, minerals, gravel, timber, and fossils of every name, kind, or description, and which may be in or upon said lands above-described; or any part thereof, and the right to explore the same for such oils, gases, coals, ores, minerals, gravel, timber and fossils, and it also hereby expressly saves and reserves out of lease hereby made, unto itself, its successors, and assigns, forever, the right to enter by itself, its agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, and working mines thereon, and taking out and removing therefrom all such oils, gases, coals, ores, minerals, gravel, timber and fossils, and to that end it further expressly reserves out of this Lease, unto itself, its successors, and assigns, forever, the right by it or its agents, servants, and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads and railroads, sink such shafts, remove such oil, and to remain on said lands or any part thereof, for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors, and assigns, as aforesaid, generally, all rights and powers in, to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.
18. Termination and Remedies of County for Breach by the Club: The County shall have the right to terminate this Lease upon breach of this Lease by the Club, or any sublessee of the Club, upon giving sixty (60) days written

notice of termination to the Club. The written notice shall specify the reason for termination and the Club shall be given a reasonable time to cure the breach described in such notice. These remedies shall be in addition to any other remedies available to the County.

In the event the Leased Premises are necessary for the County to fulfill a County purpose, as determined solely by the County, then the County may terminate this Lease as to all or that portion of the Leased Premises required to fulfill such County purpose. Whatcom County agrees to reimburse the Club for any damages incurred in the event this Lease as to all or a portion of the Leased Premises is terminated by the County without cause. Damages shall be limited to reimbursement of monies expended on the Leased Premises.

19. Conditional Use Permits: The Club agrees to comply with the terms of Conditional Use Permit issued by Whatcom County for development of the Leased Premises.
20. Modification: No change or addition to this Lease shall be valid or binding upon either party unless such change or addition be in writing, executed by the parties and approved by the Whatcom County Council.
21. Cooperation: The Club agrees to-cooperate with WSR and to the extent practical, share facilities to facilitate both the programs provided by the Club and the programs offered by WSR. If the Director deems it appropriate, he may direct the Club to share space with WSR provided, the programs established by the Club are not impaired. In the event disputes arise between the Club and WSR, such disputes shall be resolved by the Director. The Director's decision shall be final.

Miscellaneous:

Time of the Essence: Time is of the essence in the performance of this Lease.

Entire Agreement: There are no other verbal or written agreements which modify or affect this Lease.

Benefit: The provisions in this Lease shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of the parties hereto.

Notices: All notices or demands to be given by each party to the other under this Lease and all sums to be paid by each party shall be deposited in the United States mails, postage prepaid, by certified or registered mail, return receipt requested, and addressed as follows:

CLUB:

Boys & Girls Club
1616 Cornwall Avenue, #111
Bellingham, WA 98225
Phone:

COUNTY:

Whatcom County Parks & Recreation Department
ATTN: Director
3373 Mt. Baker Highway Bellingham, WA 98226
360.778.5850
Email: parks@co.whatcom.wa.us

Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

Execution of Documents: The parties agree to execute any documents which may be necessary, appropriate or convenient to carry out the intent of the transaction contemplated by this Lease.

Attorney's Fees: In the event either the County or the Club shall institute suit to enforce any rights hereunder, the successful party shall be entitled to court costs and reasonable attorney's fees against the losing party.

Survival: All of the terms and covenants in this Lease shall survive the closing and delivery of any deed

Severability: If any provision of this Lease is deemed void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of this Lease, which shall remain in full force and effect

Applicable Law: This Lease shall be construed, interpreted and enforced pursuant to the laws of the State of Washington, and the parties agree that the Superior Court of Whatcom County shall be the appropriate venue of any suit or proceeding brought with respect to this Lease or the Leased Premises.

Waiver: Waiver of any breach or condition of this lease shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this lease 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 terms of this lease, 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 terms, but the same shall be and remain in full force and effect.

Disputes: Any claim, dispute or controversy between the parties under, arising out of, or related to this Lease 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. 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, but shall not have the power to award punitive damages. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties. 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.

IN WITNESS WHEREOF, the parties have signed this Agreement the date above first written.

The undersigned person from the Boys and Girls Club represents and warrants that they are duly authorized to sign this Lease on behalf of the person or entity on whose behalf they are listed as signing and that they have full and proper authority to bind such person or entity to all of the terms herein.

BOYS & GIRLS CLUB OF BELLINGHAM

By

Name and Position: Carlos G. Centurion, Board Chair

Phone: 925.348.2965

STATE OF WASHINGTON)

ss.)

COUNTY OF WHATCOM)

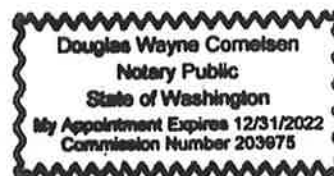
On this 28 day of February, 2020, before me personally appeared Carlos Centurion to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledges that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of February, 2020



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

My Commission expires: 12/31/2022



Executed as of the date first written above.

WHATCOM COUNTY

Jack Louws, 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 County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

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

My Commission expires:

WHATCOM COUNTY PARKS & RECREATION

Michael McFarlane, Director

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

EXHIBIT "A"

A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 32' 55" WEST ALONG THE NORTH LINE OF SAID SECTION 34, 1526.63 FEET; THENCE SOUTH 00 DEGREES 47' 10" EAST, 30.01 FEET TO THE SOUTHERLY MARGIN OF WEST SMITH ROAD (COUNTY ROAD NO. 103); THENCE CONTINUING SOUTH 00 DEGREES 47' 10" EAST, 318.17 FEET; THENCE NORTH 89 DEGREES 41' 59" WEST, 10.80 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 41' 59" WEST 389.96 FEET; THENCE SOUTH 00 DEGREES 53' 34" WEST, 30.24 FEET; THENCE SOUTH 71 DEGREES 02' 03" WEST, 222.33 FEET; THENCE SOUTH 01 DEGREE 04' 02" WEST, 26.54 FEET; THENCE SOUTH 78 DEGREES 21' 55" WEST, 66.88 FEET; THENCE SOUTH 67 DEGREES 55' 18" WEST, 185.43 FEET ALONG THE WESTERLY MARGIN OF NORTHWEST AVENUE (COUNTY ROAD NO. 43); THENCE SOUTH 26 DEGREES 39' 00" EAST, 453.09 FEET; THENCE NORTH 89 DEGREES 42' 30" EAST, 632.09 FEET; THENCE NORTH 00 DEGREES 18' 01" EAST, 611.93 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.7 ACRES, PLUS OR MINUS

SITUATE IN WHATCOM COUNTY WASHINGTON

Phillips 66 Soccer Park



EXHIBIT "C-1"

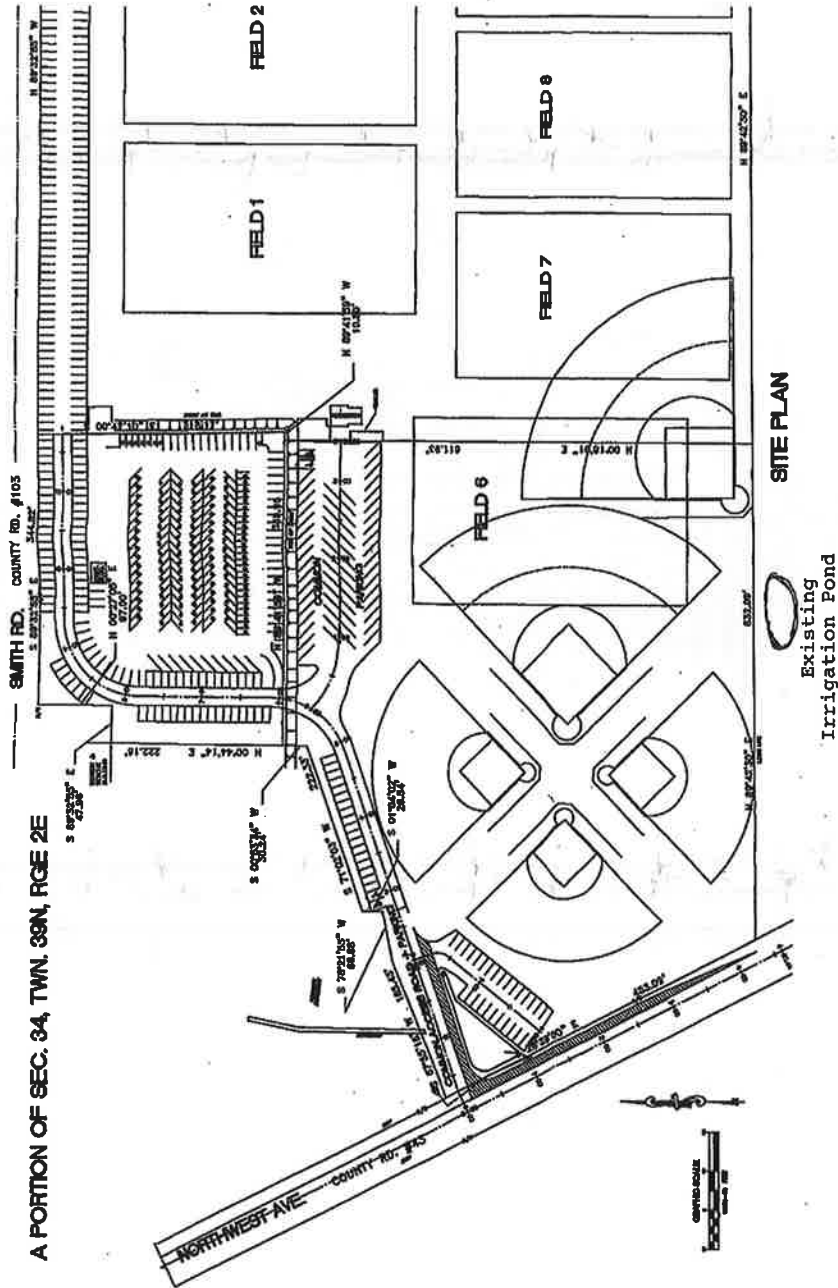
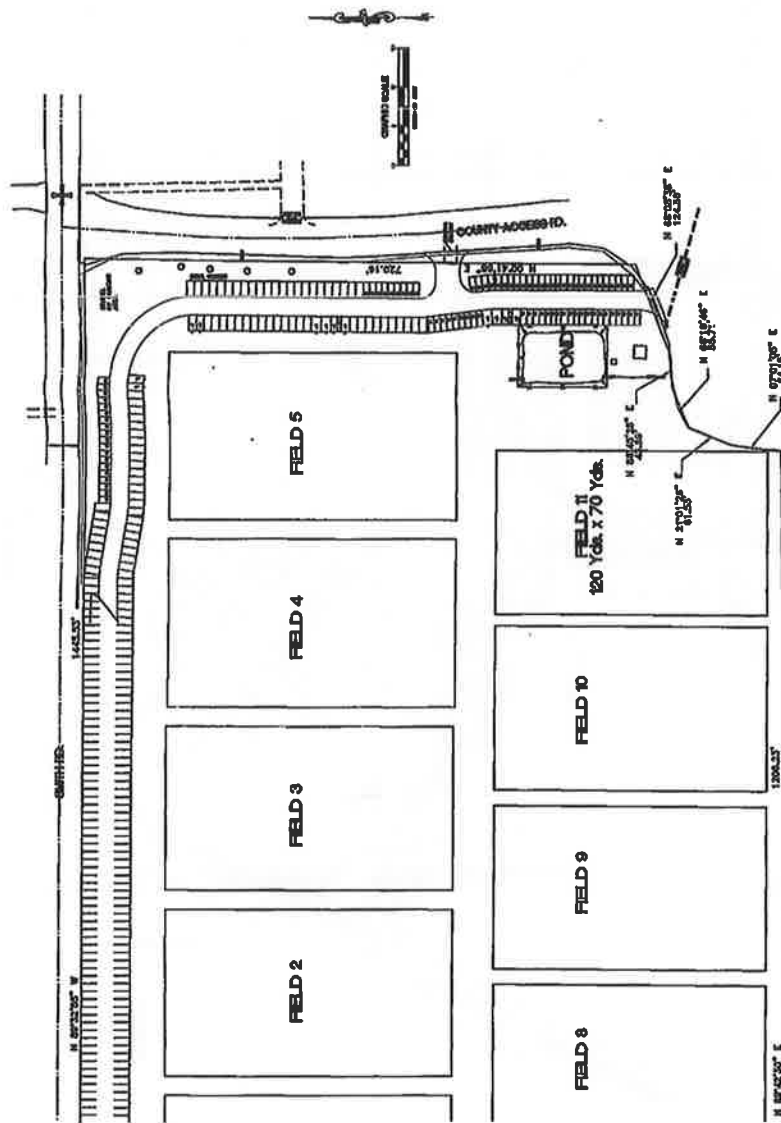


EXHIBIT "C-2"





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-286

File ID:	AB2020-286	Version:	1	Status:	Agenda Ready
File Created:	07/01/2020	Entered by:	DPierce@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Lummi Nation for the purpose of effectuating efficient law enforcement, in the amount of zero dollars

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo 07-01-20, Contract

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



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

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff 

DATE: July 1, 2020

SUBJECT: Interlocal Cooperative Act Agreement Between the Lummi Nation and Whatcom County

Enclosed for your review and signature are two (2) original agreements between the Lummi Nation and Whatcom County.

Background and Purpose

This agreement is executed for the Sheriff's Office and Lummi Nation Police Department to work cooperatively in regard to law enforcement activity and actions occurring within the exterior bounds of the Lummi Nation and/or affecting the Lummi nation.

Nothing in this agreement limits, impairs or otherwise affects the existing authority of federal, state and local law enforcement officers to enforce federal and state law within the exterior boundaries of the Reservation of the Lummi Nation or Lummi trust land or to enter in fresh pursuit, as defined in RCW 10.93.120.

Funding Amount and Source

No cost agreement.

Please contact Undersheriff Chadwick at extension 6618 if you have any questions or concerns regarding the term of this agreement.

Thank you.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	3510 Administration / 351000 Administration
Contract or Grant Administrator:	Bill Elfo, Sheriff
Contractor's / Agency Name:	Lummi Nation
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> 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): \$ <u>No cost agreement</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>No cost agreement</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Interlocal Cooperative Act Agreement between the Lummi Nation and Whatcom County for the purpose of effectuating efficient law enforcement.	
Term of Contract: Upon Execution Expiration Date: Indefinite	

Contract Routing:	1. Prepared by: Dawn Pierce	Date: 07/01/20
	2. Attorney signoff: Approved via email BW/dp	Date: 07/01/20
	3. AS Finance reviewed: N/A per B. Bennett via email / dp	Date: 07/01/20
	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:



LUMMI INDIAN BUSINESS COUNCIL

2665 KWINA ROAD • BELLINGHAM, WASHINGTON 98226 • (360) 312-2000

RESOLUTION #2020-069 OF THE LUMMI INDIAN BUSINESS COUNCIL

TITLE: Interlocal Cooperative Act Agreement (General Peace Officer Authority for Tribal Police Officers) between the Lummi Nation and Whatcom County, Washington.

WHEREAS, the Lummi Indian Business Council (LIBC) is the duly constituted governing body of the Lummi Nation by the authority of the Constitution and Bylaws, as amended, of the Lummi Tribe of the Lummi Reservation, Washington; and

WHEREAS, pursuant to Article VI, Section 1, subpart (e) of the Lummi Constitution, the LIBC has the duty and authority to enforce regulations contained in approved tribal resolutions and ordinances for the protection of tribal property, fish and wild life, and other natural resources of the Lummi Tribe; and

WHEREAS, pursuant to Article VI, Section 1, subpart (g) of the Lummi Constitution, the LIBC has the duty and authority to negotiate with the Federal, State, and local governments on behalf of the tribe; and

WHEREAS, pursuant to Article VI, Section 1, subpart (l) of the Lummi Constitution, the LIBC has the duty and authority to safeguard and promote the peace, safety, morals, and general welfare of the Lummi Reservation by regulating the conduct of trade and the use and disposition of property upon the reservation, provided that ordinances directly affecting nonmembers of the tribe shall be subject to approval of the Lummi Nation General Council; and

WHEREAS, it is the mission of the LIBC *“To Preserve, Promote and Protect our Sche Lang en”* (LIBC Resolution #2012-025); and

WHEREAS, the LIBC entrusts the Lummi Nation Police Department (LNPD) with safeguarding and promoting the peace, safety, morals, and general welfare of the Lummi Reservation and desires that LNPD officers be clothed in the authority to enforce all laws necessary to achieve this goal; and

WHEREAS, on December 20, 2019, by enactment of LIBC Resolution #2019-136, “General Peace Officer Interagency Agreement between Washington State Criminal Justice Training Commission (CJTC) and The Lummi Nation”, the Lummi Nation voluntarily consented to Washington state certification of LNPD officers at the Washington State Criminal Justice Training Center enacting”; and

WHEREAS, the LNPd currently employs and shall continue to employ sufficient numbers of trained and certified officers capable of enforcing state and federal law against non-tribal offenders located within the exterior boundaries of the Lummi Nation's reservation and upon the Nation's trust lands, wherever located; and

WHEREAS, in order that LNPd officers be clothed in the authority to enforce state and federal law against non-tribal offenders located within the exterior boundaries of the Lummi Nation's reservation and upon the Nation's trust lands, wherever located, the Whatcom County Sheriff's Office (WCSO) has requested the Lummi Nation's consent to an Interlocal Cooperative Agreement.

NOW, THEREFORE BE IT RESOLVED, the LIBC voluntarily consents to the Interlocal Cooperative Act agreement with Whatcom County, attached hereto; and

BE IT FINALLY RESOLVED, that the Chairman (or Vice Chair in his absence) is hereby authorized and directed to execute this resolution and any documents connected therewith, and the Secretary (or the Recording Secretary in his absence) is authorized and directed to execute the following certification.

LUMMI NATION

A handwritten signature in black ink, appearing to read 'Lawrence Solomon', is written over a horizontal line.

**Lawrence Solomon, Chairman
Lummi Indian Business Council**

CERTIFICATION

As Secretary of the Lummi Indian Business Council, I hereby certify that the above Resolution #2020-069 was adopted at a **Regular/Special** Meeting of the Council held on the 8th day of May, 2020, at which time a quorum of 10 was present by a vote of 5 for, 1 against, and 2 abstention(s).



Cheryl Sanders, Secretary
Lummi Indian Business Council



**INTERLOCAL COOPERATIVE ACT AGREEMENT
BETWEEN
THE LUMMI NATION
AND
WHATCOM COUNTY**

This AGREEMENT is entered into under the Interlocal Cooperative Act (Chapter 39.34 RCW), the Tribal Police Officers Act, (Chapter 10.92 RCW) and under the Constitution of Lummi Nation, between the Lummi Nation of Washington (hereinafter “the Lummi Nation”) and Whatcom County (hereinafter “County”) for the purpose of effectuating efficient law enforcement.

WHEREAS, law enforcement agencies, such as Whatcom County Sheriff’s Office and the Lummi Nation Police Department have responsibilities to protect lives, property, and keep the peace; and

WHEREAS, effective law enforcement depends upon the ability of responding officers to take emergency action to protect lives and property and to preserve the peace, without regard to jurisdictional limits; and

WHEREAS, the Tribal Police Officers Act, 10.92 RCW, provides a means to grant tribal police officers authority to act as general authority Washington peace officers and to act beyond the exterior boundaries of the Lummi Reservation; and

NOW, THEREFORE, this Agreement is entered into under the Interlocal Cooperation Act (39.34 RCW et. seq), the Tribal Police Officers Act (10.92 RCW et. seq.), the Mutual Aid of Peace Officers Powers Act (10.93 RCW et. seq.), and the Constitution and Bylaws of the Lummi Nation, and the parties agree as follows:

1. Purpose. The Tribal Police Officers Act requires adequate vehicular and professional liability insurance, tribal police officer certification and an interlocal agreement before a tribal police officer may be recognized and authorized to act as general authority Washington police officer. This Agreement is intended to recognize the further cooperation between the Lummi Nation and the County.

2. Definitions. As used in this Agreement:

a. **"Authorized Tribal Officer"** means a law enforcement officer employed by the Lummi Nation Tribe who is authorized under chapter 10.92 RCW to exercise the powers of a general authority Washington peace officer.

b. **"Chief of Police"** means the Chief of Police of the Lummi Nation Police Department.

c. **"County"** means Whatcom County.

d. **"Deputy Sheriff"** means a law enforcement officer employed by the County.

e. **"Designated Offenses"** means all violations of the laws of the United States, State, County, or the Lummi Nation Tribe, whether civil or criminal, and of any Model Traffic Code adopted by the County or the Lummi Nation Tribe.

f. **"Indian"** means an enrolled member of the Lummi Nation Tribe or a Native American as defined by applicable law.

g. **"Prosecuting Attorney"** means the Prosecuting Attorney of the Lummi Nation or Whatcom County.

h. **"Reservation"** means the Lummi Indian Reservation and all territory within the exterior boundaries thereof, including, without limitation, all roads, rights of way, easements and waterways within such exterior boundaries, and all lands beyond the exterior boundaries of the Lummi Indian Reservation that are held in trust by the United States for individual Lummi Indians or for the Lummi Nation, otherwise known as "Indian Country" as that term is defined in 18 U.S.C. § 1151.

i. **"Sheriff"** means the Sheriff of Whatcom County.

3. Effective Date. Upon recording of this Agreement with the Whatcom County Auditor, this agreement shall become effective.

4. Term. This Agreement shall be effective for a period of five (5) years, and shall be deemed renewed successively for five (5) years at the end of each term or renewal, unless the party to be bound has earlier withdrawn or set forth its desire to have this Agreement terminate at its regular termination date.

5. Jurisdiction. Nothing in this Agreement shall be construed to cede any jurisdiction of any party to this Agreement, to modify the legal requirements for arrest or search and seizure, to otherwise modify the legal rights of any person not a party to this Agreement, to accomplish any act violative of state, tribal, or federal law, or to subject the parties to any liability to which they would not be subject by law.

6. Peace Officer Authority. Authorized Tribal Officers shall comply with all requirements under RCW 10.92, as adopted or amended hereafter, when exercising authority as a general authority Washington peace officer.

7. Tribal Authority. This Agreement shall not expand or diminish the authority or jurisdiction of any tribal court or other tribal authority.
8. County Authority. Nothing in this Agreement limits, impairs, or otherwise affects the existing authority under state or federal law of state or local law enforcement officers to enforce state law within the exterior boundaries of an Indian reservation or to enter Indian country in fresh pursuit, as defined in RCW 10.93.120, of a person suspected of violating state law, where the officer would otherwise not have jurisdiction.
9. Geographic Authority. The authority granted herein shall be coextensive with the exterior boundaries of the Lummi Reservation and the lands outside the boundaries of the Lummi Reservation held in trust by the United States for individual Lummi Indians or for the Lummi Tribe, except that a Lummi Nation Police Officer who is commissioned or granted authority under RCW 10.92.020 and this Agreement may be authorized to act as provided by RCW 10.93.070.
10. No Agency or Employee Status. The authority granted herein does not create an agency or employee status between any Lummi Nation Police Officer and any state or local government or between a County officer and the Lummi Nation.
11. Sovereignty Retained. Except as otherwise provided in this Agreement, this Agreement will not affect the existing status and sovereignty of the Lummi Nation, all immunities from liability and exemptions under state, federal or tribal laws, ordinances and regulation which law enforcement officers have, in their own jurisdiction and in the jurisdiction for whom they are acting as law enforcement officers shall be effective in the jurisdiction in which they are giving assistance, unless otherwise prohibited by law.

12. Scope of Powers. The Chief of Police may request the mutual aid of Deputy Sheriffs to exercise criminal enforcement on the Reservation. The Deputy Sheriffs shall act in accordance with the Operational Protocols. Each Authorized Tribal Officer may exercise the powers of a general authority peace officer, as provided for by applicable law, within the exterior boundaries of the Reservation and outside the boundaries of the Reservation where authorized by law.

13. Field Operations. All Deputy Sheriffs shall at all times remain under the control of the Sheriff, and shall abide by the rules and regulations of the Sheriff, all state and local laws and regulations, the state and federal constitutions, and shall be subject to the direction of the Sheriff's Office. All Lummi Nation Police Officers shall at all times remain under the control of the Chief of Police and shall abide by the rules and regulations of the Chief of Police and shall be subject to the direction of the Lummi Nation Police Department.

In order to facilitate a better understanding of the law enforcement duties and expectations of federal, state, and tribal law enforcement personnel, the Sheriff and Lummi Nation Police Department have agreed to more detailed operational protocols. A copy of said protocols is attached as Exhibit A to this Agreement, and is incorporated by reference.

14. Certification. In the event that any Lummi Nation Police Officer who has been certified by the Washington State Criminal Justice Training Commission should become decertified, the Lummi Nation agrees to notify the County Sheriff and the County Prosecuting Attorney immediately. In the event that any Lummi Nation Police Officer becomes the subject of any sustained finding of misconduct involving truthfulness or of

any other instance that might be considered as “Brady” material (Brady v. Maryland), the Lummi Nation Police Department will immediately report the relevant information to the County Prosecuting Attorney. The Lummi Nation further agrees to abide by the terms of the Whatcom County Prosecuting Attorney's Office's Brady Policy.

Lummi Nation agrees to provide the Sheriff and the County Prosecuting Attorney a list of Lummi Nation Police Officers who have been certified by the Washington State Criminal Justice Training Commission. In order to facilitate prosecution of cases referred to the County Prosecuting Attorney, Lummi Nation further agrees to provide, upon request, copies of the insurance information filed with the state Office of Financial Management pursuant to 10.92 RCW.

15. Jail. This Agreement does not alter the existing arrangement for tribal officers booking tribal members into the Whatcom County Jail. If a Lummi Nation Police Officer is booking a non-Indian suspect pursuant to this Agreement, then the County will be responsible for the associated costs of booking.

16. Prosecution. If the Lummi Nation refers any matter to the County Prosecuting Attorney, then the Lummi Nation agrees to provide all necessary reports, and/or necessary complete all necessary paperwork, and/or complete all requested follow up investigation as required by the County Prosecuting Attorney. The Lummi Nation further agrees that its personnel shall be available to the County Prosecuting Attorney at a reasonable time and upon reasonable notice for any necessary pretrial interviews, depositions, or motions.

Any Lummi Nation Police Officer issuing any Notice of Infraction, issuing any criminal citation, making any arrest, or completing any incident report while acting in the

capacity of a general authority Washington peace officer pursuant to this Agreement is responsible for filing any required notice and citations with the appropriate Washington State court or as directed by the County Prosecuting Attorney. Any citation or infraction issued by the Lummi Nation Police Officer within the exterior boundaries of the Lummi Reservation pursuant to the Lummi Nation Police authority under federal and/or tribal law will be cited to Federal and/or Lummi Tribal Court. Each agency is responsible to maintain its own records.

17. Investigations, Warrants, and Arrests. Any investigation, warrant, or arrest undertaken under state law authority pursuant to this Agreement must be undertaken in accordance with applicable state or federal law.

18. Notice of Consent. This Agreement suffices as the Sheriff's limited Notice of Consent under authority of RCW 10.93.070 subject to the Protocols as established in a separate document entitled "Protocols."

19. Funding. No transfer of funds is intended by this Agreement. Except as otherwise provided in this Agreement, each party is responsible for its own costs.

20. Representatives. The following individuals are designated as representatives of the respective parties. The representatives are responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

For the Lummi Nation:

Chairman
Lummi Nation
2665 Kwina Road
Bellingham, Washington 98226
360-312-2000

Chief of Police
2665 Kwina Road
Bellingham, Washington 98226
360-312-2274

For the Sheriff:

Whatcom County Sheriff
311 Grand Ave
Bellingham, WA 98225
360-778-6600

21. No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

22. Indemnification. Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees, and agents against all claims, losses, the claims arising out of, or result from, the performance of this agreement by the indemnitor or its elected and appointed officials, officers, employees or agents. Each indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. This provision shall survive the expiration or termination of this Agreement.

23. Insurance. The Lummi Nation will maintain insurance and provide proof of such coverage as is required by RCW 10.92.020(2)(a).

24. Termination. Any party to this Agreement may terminate this Agreement upon thirty (30) days' written notice either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's last known address for the purposes of giving notice under this paragraph. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance

with the terms of this Agreement prior to the effective date of termination. Termination of this Agreement by any party shall not affect or diminish authority exercised prior to delivery of the notice of termination. Termination of this Agreement does not relieve any party of its agreement to insure without interruption and to indemnify the other party as required herein for any liability or expense arising out of action prior to the time termination becomes effective.

25. Amendments. No changes, modifications or amendments to this Agreement will be valid or binding upon the parties unless such changes, modifications or amendments are in writing and executed by the parties. Waiver of breach of any term or condition of this Agreement must be contained in a writing executed by the parties and shall not be considered a waiver of any prior or subsequent breach.

26. Severability. In the event any term or condition of this Agreement or application of it to any person or circumstances is held invalid by a court of competent jurisdiction, such invalidity will not affected other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

27. Governing Law. This Agreement shall be governed by the laws of the State of Washington as to interpretation, validity and performance.

28. Limited Waiver of Sovereign Immunity. The Lummi Nation expressly reserves all of its inherent sovereign rights as a sovereign Tribe, including its rights as a federally recognized Tribe to sovereign immunity from suit in any state, federal or tribal court without the Tribe's explicit consent. By entering into this Agreement, the Lummi Nation

hereby grants a limited waiver of sovereign immunity to the County only, subject to and conditioned on the following:

- a. This limited waiver of sovereign immunity may not and will not extend to or be used for or to the benefit of any other person or entity of any kind or description whatsoever, including any successor or assign of the County.
- b. Nothing contained in this Agreement will be deemed a consent to levy of any judgment, lien or attachment upon any assets, property, or interest of the Lummi Nation except as specifically described herein.
- c. Nothing in this Agreement nor any activity of the Lummi Nation will implicate or in any way involve the trust assets or credit of the Lummi Nation or any of its members.
- d. The Lummi Nation hereby expressly waives sovereign immunity to suit under the dispute resolution procedures of this Agreement only with respect to claims made relating to, or arising under, this Agreement by any party, to interpret or enforce the terms of this Agreement, or upon a claim of indemnification by the County to this Agreement under Section 22. The limit for any claim of indemnification will be the insurance limit required by this Agreement. The parties agree that in discharging this indemnification obligation, where the required insurance is procured, the County shall look only to the proceeds of the insurance procured by the Lummi Nation herein.

The Lummi Nation agrees to assign over to the County, at its request, any and all rights against the insurer to effectuate a payment due under its indemnification provision. Should the Lummi Nation fail to procure and maintain the insurance required by this

Agreement, the Lummi Nation hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the indemnity obligation and the costs of collection.

All immunities enjoyed by County law enforcement officers under state or federal law shall inure to the benefit of Authorized Tribal Officer when exercising Washington peace officer authority pursuant to chapter 10.92 RCW and the terms of this Agreement.

Whereas the County has not waived its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington, so neither has the Lummi Nation waived any such immunity, nor shall the Lummi Nation, its appointed officials, officers, employees, or agents be held liable under Title 51. Nothing in this Agreement shall preclude the Parties, or their employees, agents, or representatives from seeking the applicable benefits and protections of the Federal Tort Claims Act. It is expressly agreed and understood that the indemnification provided for this Agreement is for the benefit of the Lummi Nation and the County and their respective Authorized Tribal Officers and Deputy Sheriffs individually only, and there is no intention by the parties to confer any other rights.

29. Arbitration. The County or the Lummi Nation may initiate arbitration by providing written notice of intent to arbitrate to the other parties, together with a statement of the matter in controversy. If the parties are unable to agree upon a single arbitrator within thirty (30) days of such notice of intent, the County and the Lummi Nation each may appoint an arbitrator by providing written notice of the name of an arbitrator to the other. If either the County or the Lummi Nation does not so appoint an arbitrator within ten (10) business days after the other party appoints an arbitrator, the

single appointed arbitrator shall act as the sole arbitrator of the specified controversy. If each party appoints an arbitrator, the two arbitrators shall meet promptly and attempt to select a third arbitrator. If the two appointed arbitrators are unable to agree on a third arbitrator within ten (10) business days after the second arbitrator is appointed, either the County or the Lummi Nation may apply to the Superior Court of Whatcom County for the selection of a third arbitrator. Once appointed, the three-arbitrator panel shall determine the specified controversy. Each party shall bear the cost of any arbitrator it appoints, and one-half (1/2) of the cost of appointing a third arbitrator and the third arbitrator's fee. Any arbitrator appointed under this provision must be an active member of the Washington State bar.

The arbitration rules and procedures in Chapter 7.04 RCW shall govern the arbitration process, the Washington State rules of civil procedure shall govern pre-hearing discovery to the extent not incompatible with the procedures set forth in Chapter 7.04 RCW, and the law of evidence of the State of Washington shall govern the presentation of evidence at the arbitration hearing.

An award or decision rendered by a majority of the arbitrators appointed under this Agreement shall be final and binding on all parties to the proceeding, and judgment upon any award or decision rendered by the arbitrators may be entered in the Lummi Tribal Court or the Superior Court of Whatcom County, Washington, and enforced in the same manner as any other judgment.

Nothing in this Agreement shall be deemed or construed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from

any of the provisions of this Agreement, except to the extent that any part of this Agreement is determined to be illegal.

30. Integration. This Agreement, and any signed amendments, contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

LUMMI NATION TRIBE



Chairman- Lawrence Solomon
Lummi Indian Business Council



Dated



Robert Wilson
Chief of Police- Lummi Nation Police Dept.



Dated

WHATCOM COUNTY

Satpal Sidhu
Whatcom County Executive

Dated

Bill Elfo
Whatcom County Sheriff

Dated

Eric J. Richey
Whatcom County Prosecuting Attorney

Dated

Appendix A
LNPd and WCSO
Law Enforcement Operations and Response Protocols

The safety of the Lummi Nation and the people that reside in and visit the community is of the utmost importance. It is the intent of Whatcom County Sheriff's Office (hereinafter referred to as "WCSO") and the Lummi Nation Police Department (hereinafter referred to as "LNPd") to work cooperatively in regard to law enforcement activity and actions occurring within the exterior bounds of the Lummi Nation and/or affecting the Lummi Nation.

The following protocol will layout the agreed upon practices and understanding between the WCSO and the LNPd, establishing the jurisdictional responsibilities and how each agency will respond and coordinate law enforcement activities with the other.

Patrol/Field Operations

Lummi Nation Police Department will serve as the primary law enforcement agency for calls for service for all land within the exterior boundaries of the reservation of the Lummi Nation and trust land of the Lummi Nation. Only under circumstances requiring immediate action in the interest of public safety, or as otherwise provided in RCW 10.93.070, will LNPd officers exercise the powers of general authority peace officers to enforce state law outside the exterior boundaries of the reservation of the Lummi Nation.

As previously described, calls for service received by WhatComm that originate within the exterior boundaries of the reservation of the Lummi Nation and Lummi trust land will be dispatched to LNPd as the first responders for both emergency and non-emergency calls. In progress, life safety calls for service shall be broadcast to both LNPd and WCSO. LNPd and WCSO will coordinate responses to life safety calls and contain the scene before addressing issues of jurisdiction.

The WCSO will respond to calls for service if specifically requested by a non-Indian reporting party.

LNPd will have primary jurisdiction over Indians whose offenses are a violation of tribal law. The LNPd and WCSO will have concurrent jurisdiction in accordance with RCW 37.12.010 crimes (PL-280 rule).

LNPd will be the primary law enforcement agency for all statutory and common law violations of state law committed by a non-Indian, within the exterior boundaries of the reservation of the Lummi Nation and upon Lummi trust land. For those non-tribal violations that specifically request WCSO, LNPd will advise the duty WCSO supervisor via dispatch for possible response.

When investigating complex crimes involving non-Indian suspects, if the resources required are beyond the capacity of the LNPd, the WCSO may be requested to assist and/or be the lead agency on the investigation.

In an emergency situation, LNPd may request the aid of the WCSO. Should resources allow, the WCSO may respond to aid LNPd in an investigation or call for service for which LNPd would otherwise be the primary law enforcement agency.

STATE AND LOCAL ENFORCEMENT

Nothing in this agreement limits, impairs or otherwise affects the existing authority of federal, state and local law enforcement officers to enforce federal and state law within the exterior boundaries of the Reservation of the Lummi Nation or Lummi trust land or to enter in fresh pursuit, as defined in RCW 10.93.120.

LNPd Natural Resource Enforcement officers shall maintain jurisdiction over Indian suspects found in violation of Lummi and state fish and wildlife regulations.

Training

The LNPd and WCSO may participate jointly in training of officers/deputies that have concurrent jurisdiction. A record of any training will be documented and retained by both agencies in accordance with current retention schedules for public records. The training may include, but not be limited to:

- Cultural education
- Bias-based / Fair and Impartial policing
- Public Law 280 /Jurisdictional issues
- Agency policy and procedure
- Report writing standards and submission
- Prosecution requirements
- Court process and court document flow
- Natural Resource/ Fish and Wildlife enforcement
- Tribal gaming
- Search and seizure
 - 4th Amendment
 - Indian Civil Rights Law
 - Article I, section 7, WA State Constitution
- Brady policies and disclosures

Officer Involved Shooting

It is the intent of the LNPd to participate as a member of the Law Enforcement Mutual Aid Response Team (LEMART). As staffing allows, the LNPd would contribute detectives and crime scene investigators to LEMART.

When an officer involved shooting (OIS) involves a LNPd officer acting within the exterior boundaries of the Lummi Nation and trust land owned by Lummi Nation:

- LNPd agrees to sign and participate in the LEMART protocols.
- The LNPd Chief of Police will respond to assist the officer.
- The LNPd Chief of Police may request LEMART to secure and investigate the circumstances related to the officer involved shooting.
- If a shooting within the exterior bounds of the Lummi Nation involves a deputy sheriff, WCSO and LEMART protocols will apply.
- The FBI will have primary jurisdiction for OIS investigations involving Indian suspects.

Extraordinary Costs

Extraordinary costs will be evaluated on a case by case basis and contingent on authorization by the Chief of Police and the Sheriff. In emergent matters involving life safety, the LNPd and WCSO will assess and determine the resources necessary to resolve the situation. Extraordinary costs may include, but are not limited to:

- Personnel overtime
- SWAT resources
- Air assets and support (e.g. helicopter)
- Office space

The parties will make every attempt to resolve any disputes regarding extraordinary costs and who should be responsible. If the parties are unable to reconcile and come to agreement, the parties may seek arbitration as described in Section 16 of this agreement.

LEMART

Law Enforcement Mutual Aid Response Team

Protocol

MISSION: TO PROVIDE EXPERT INVESTIGATIVE AID TO ALL LAW ENFORCEMENT AGENCIES WITHIN WHATCOM COUNTY.

GOALS OF THE RESPONSE TEAM

- 1) To investigate incidents following Critical Incident Protocols developed and approved by the Whatcom County Police Chiefs and Sheriff's Association.
- 2) To promote public trust by conducting professional and consistent multi-jurisdictional investigations of major incidents, primarily officer involved fatalities.
- 3) To maximize the availability and sharing of the latest technological equipment and techniques.
- 4) To consolidate and share the skills of experienced supervisors and investigators.
- 5) To conduct thorough investigations in a timely fashion.

BOARD OF DIRECTORS

The Board of Directors shall consist of (7) members appointed by the Whatcom County Police Chiefs and Sheriffs Association as follows:

- The Whatcom County Sheriff (or representative)
- The Bellingham Police Chief (or representative)
- The Whatcom County (District 7) Commander of the Washington State Patrol (or representative)
- Two (2) Chiefs of Police representing the municipalities of Ferndale, Everson, Nooksack, Lynden, Sumas and Blaine
- A representative for the tribal governments of the Lummi and Nooksack Tribes
- The Whatcom County Prosecuting Attorney.

The Board shall also have advisory liaison members from the Federal Government as follows:

- The Department of Homeland Security, one representative from each agency
- The US Department of Justice (FBI), one representative

A Chairperson of the Board of Directors shall be selected by nomination and approved by a simple majority vote of the full board, approved at a regularly scheduled meeting of the Board in January of each year. The purpose of the meeting will be to receive a comprehensive report from the LEMART Commander concerning activities of LEMART over the past year, address issues pertaining to the operation and support of the Team, address changes to LEMART protocol, and conduct elections of Board members as necessary. For voting purposes three (3) Board Members shall constitute a quorum. Special meetings may be called at any time by the Chairperson of the Board. Special meetings may also be requested by the LEMART Commander.

TEAM MEMBERS/RESPONSIBILITIES**TEAM COMMANDER**

The LEMART Commander shall have the rank of Chief Deputy or Deputy Chief. The Commander has the overall responsibility of managing and coordinating assigned incidents as well as ensuring the readiness and training of the Team. The LEMART Commander reports to the Board of Directors, and the administration(s) of affected agencies, and shall be from either the Whatcom County Sheriff's Office or Bellingham Police Department.

ASSISTANT TEAM COMMANDER

The Assistant Team Commander shall be a member of LEMART having the rank of Chief Deputy or Deputy Chief. The Assistant Commander has the overall responsibility to manage and coordinate assigned incidents in the absence of the Team Commander, and to assist in any administrative duties when requested by the Team Commander. The Assistant Commander reports to the Team Commander or the administration(s) of affected agencies, in the Team Commander's absence. The Assistant Commander shall be from the Whatcom County Sheriff's Office or the Bellingham Police Department.

Team Commander and Assistant Team Commander positions will rotate annually between the Whatcom County Sheriff's Office and the Bellingham Police Department.

ADMINISTRATIVE LIEUTENANT

The Administrative Lieutenant shall be from the same agency as the Team Commander and selected by the Team Commander. The responsibilities of the Administrative Lieutenant include: arranging, coordinating, and documenting all training for the Team, maintaining records of Team call-outs, Team personnel records/roster, Team equipment inventory, and managing the financial transactions/records of the Team. The Administrative Lieutenant may act as the LEMART Commander in the absence of the LEMART Commander and/or Assistant Commander.

INVESTIGATIVE LIEUTENANT

The Investigative Lieutenant shall be from the same agency as the Assistant Team Commander and shall be selected by the Assistant Team Commander. The Investigative Lieutenant will provide oversight of LEMART supervisors/investigators and assist the Administrative Lieutenant as needed.

INVESTIGATIVE TEAM SUPERVISORS

- Investigative Team Supervisors shall be Sergeants and shall be assigned by the Team Commanders to respond to and supervise the incident. One Sergeant shall be from the Bellingham Police Department Major Crimes Unit and one Sergeant shall be from the Whatcom County Sheriff's Office Detective Unit. If an additional supervisor(s) is needed, the Team Commander shall designate an acting supervisor from within LEMART.
- At the direction of the Team Commanders, Investigative Team Supervisors shall respond to and take direct charge of the crime scene investigation. When multiple Investigative Team Supervisors are required, one Supervisor will be designated as the Lead.

INVESTIGATORS

Investigators shall be detectives selected through the LEMART selection process. Investigators shall work in two or more person teams to complete specific investigatory tasks at the direction of a LEMART supervisor. One person shall be designated as the lead investigator for each team.

EVIDENCE TECHNICIAN

The Evidence Technicians shall help with documenting, collecting, packaging and transporting evidence, data collection and other duties as assigned when qualified.

CRIME SCENE INVESTIGATORS

Crime Scene Investigators shall be selected through the LEMART selection process. Crime Scene Investigators shall work in two or more person teams to complete specific crime scene processing tasks at the direction of the LEMART supervisor. One person shall be designated as the lead crime scene investigator for each team.

POSITIONS

- Commander (1)
- Assistant Commander (1)
- Administrative Lieutenant (1)
- Investigative Lieutenant (1)
- Supervisors (2)
- Investigators (12)
- Evidence Technicians (2)
- Crime Scene Investigators (6)

ACTIVATION

- A Chief of Police, or the Sheriff, or their designee shall make the request for LEMART. The requesting agency shall contact the LEMART Commander.
- The LEMART Commander will consult with a Duty Staff Officer (DSO) from either Bellingham Police Department and/or Whatcom County Sheriff's Office when deciding to activate LEMART.
- LEMART Commander will initiate call-outs through the AlertSense platform.
- The LEMART Commander shall assign a Supervisor as the Lead Supervisor. The Lead Supervisor shall be responsible for determining how many investigators will be needed. In cases of officer involved fatalities the Lead Supervisor shall not be from the employing agency.

Note: Each department should establish their own guidelines as to when and if they will request assistance from LEMART. While formed primarily to investigate officer-involved fatalities, and to provide support to smaller agencies with major crimes such as homicides, LEMART can be deployed for non-officer involved incidents. Departments are under no obligation to request the assistance of LEMART.

AUTHORITY

Once the LEMART has been assigned to investigate an incident as requested by the venue agency, the LEMART Commander shall work with the Incident Commander concerning the oversight and direction of the investigation of the incident, and establish objectives and develop an action plan. LEMART will deploy as an investigative component under the Operations section per ICS protocol. The LEMART Commander will report to the Operations Section Chief and/or Incident Commander.

VENUE AGENCY RESPONSIBILITIES

- The venue agency shall be part of the LEMART agreement
- The venue agency shall ensure proper crime scene protection.
- The venue agency shall make the initial request for the LEMART.
- The venue agency shall establish Incident Command and/or Unified Command following ICS protocol.
- The venue agency shall provide an Incident Commander.
- The venue agency shall make all department personnel available to the LEMART.
- The venue agency or their designee shall be responsible for communicating with the media.
- The venue agency shall be responsible for all reasonable investigative expenditures.
- The venue agency shall be responsible for all reasonable non-investigative expenses, to include medical expense. If the subject officer or officers are outside their jurisdiction during an incident, the employer agency shall be responsible for non-investigative expenses.
- The venue agency will coordinate appropriate scene security measures with the LEMART Commander.
- If necessary, such as in cases of officer fatalities, the venue agency will bear the costs of suspect security until the suspect is available for booking. It is understood that special circumstances may dictate that other non-venue agency(ies) may provide assistance and suspect security upon request of the venue agency's Chief or Sheriff..
- The venue agency shall make all documents, reports, and information available to the LEMART.
- The venue agency shall allow use of space and equipment as needed by the LEMART.

COSTS

Each participating agency shall be responsible for their employees' wages and associated costs. Any other costs shall be the responsibility of the venue agency as specified under "Venue Agency Responsibilities" above.

EVIDENCE STORAGE

All evidence shall be stored under the control of the Bellingham Police Department's Property Room or Whatcom County Sheriff's Office Property Room. The venue agency shall be responsible for storage and handling costs of extraordinary items such as vehicles and hazardous materials.

CASE FILES

- All original reports, statements, and other documentation shall be filed and maintained by the lead investigator's parent agency. Copies of reports, statements, and other documentation shall be submitted to the LEMART lead investigator.
- Copies of all case files shall be made available to the venue agency and/or the employing agency.

RECORDS

Records shall be maintained of all Team activity including

- Selection process
- Call-out activity
- Team and individual training

TRAINING

Investigators assigned to duties with LEMART should have attained the minimum level of training as listed below prior to assuming an active role on the team. Agencies may assign additional personnel to assist with investigative duties. Each sponsoring agency shall be responsible for the costs of training for their respective personnel unless funding is pre-approved by a hosting agency

BASIC TRAINING (recommended)*

- Criminal Investigation
- Basic Homicide Investigation
- Crime Scene Investigation
- Reid Technique of Interviewing and Interrogation
- Officer Involved Shooting Investigation
- In-Custody Death Investigation

*Aforementioned courses may be waived based upon evidence of equivalent experience obtained by an appointed investigator. Each agency provides the basic training for their investigator on the team.

ADVANCED TRAINING

The following advanced training is recommended for team investigators:

- Advanced Homicide Investigation
- Advanced Reid Techniques of Interviewing and Interrogation
- Blood Spatter
- Crime Scene Laboratory Services
- Crime Scene Preservation
- Crime Scene Photography
- Criminal Investigative Analysis
- DNA
- Sudden Infant Death Syndrome
- Excited Delirium and Positional Asphyxia

- Time Management
- Other related training, seminars, and conferences or on-going training as offered by WSCJTA or other training venues on an as available basis.

INSERVICE TRAINING

- The LEMART shall strive to maintain a team of highly skilled and trained investigators.
- LEMART should train together as a team on at least an annual basis.

APPOINTMENT OF TEAM MEMBERS

APPOINTED MEMBERS

- The Team Commander and Assistant Team Commander shall be appointed by their respective agencies.
- The Administrative Lieutenant and the Investigative Lieutenant shall be appointed by the Team Commander and Assistant Commander.
- The LEMART Supervisors shall be appointed by the LEMART Commander
- The LEMART Investigators shall be appointed by the LEMART Commander
- The LEMART Evidence Technicians shall be appointed by the LEMART Commander

PREQUISITES

- Agency must be part of LEMART agreement
- Commitment of 3 years to LEMART from investigator and agency (absent promotion/exigent circumstances precluding continued LEMART service)
- Commitment to a training plan.
- Willingness to be on call and reasonably available for call-out.

REMOVAL FROM TEAM

The LEMART Commander shall consult with the employing agency head and a designee of the board of directors prior to the removal of a team member.

EQUIPMENT

LEMART member agencies shall work together to ensure the LEMART has the necessary equipment to support the mission and goals of the team. Agencies shall supply each team member with basic safety equipment to adhere to current WISHA or OSHA blood borne pathogens rules.

INCIDENT DEBRIEFING/KEEPING AGENCIES INFORMED

- An Incident Debriefing for LEMART investigators will be conducted as soon as practical after each activation. The debriefing will be scheduled and conducted by the LEMART Commander.
- The LEMART Commander shall ensure the involved agency's Chief Administrator is kept informed of the progress of the investigation. The LEMART Commander shall meet with the involved agency's Chief Administrator the following business day after the initial

investigation. Under no circumstances will information be released that may compromise a LEMART investigation.

Summary of Revisions

1. Addition of Investigative Lieutenant to the LEMART Command structure.
2. Added Investigative Lieutenant under the Positions section.
3. Added the following language under Venue agency responsibilities, "*The venue agency shall be responsible for all reasonable non-investigative expenses, to include medical expense. If the subject officer or officers are outside their jurisdiction during an incident, the employer agency shall be responsible for non-investigative expenses.*"
4. Added an exception to the prerequisite requiring 2 years experience to be selected a LEMART investigator.
5. Added the following language in Appendix A , under section 11 - Prosecutor's Office, "*C. The Prosecutor's Office will coordinate with the Investigative supervisor for any necessary follow-up investigation.*"
6. Added the following language in Appendix A, under section 12 – Report Writing , "*C. The Investigative supervisor will be responsible for coordinating with the Prosecutor's Office for required follow-up and submission of reports for review.*"
- 7.
8. Add Appendix B – LEMART checklist

APPENDIX A

LEMART Administrative Guidelines

1. DEFINITIONS

A. "OFFICER-INVOLVED FATAL INCIDENTS / "INCIDENTS"

Incidents occurring in Whatcom County involving agencies that are a party to this agreement and in which a member agency Law Enforcement Employee is a Subject Officer or the recipient of a Fatal Injury, and where a Fatal Injury occurs. Such "Incidents" include but are not limited to the following:

1. Intentional and accidental shootings, including police tactical incidents involving specialized response teams.
2. Intentional and accidental use of any other dangerous or deadly weapon.
3. Assaults upon law enforcement officers; assaults on other law enforcement employees who are on duty or are acting for a law enforcement purpose.
4. Attempts by law enforcement employees to make arrests or to otherwise gain physical control for a law enforcement purpose.
5. Any fatal injury in police custody, excluding fatal injuries of prisoners which occur while the inmate is under a physician's treatment for a disease or other natural condition which has been diagnosed prior to death and which does not involve custodial trauma, custodial suicide or custodial ingestion of a toxic substance.
6. Vehicular collisions, specifically,
 - a. Any vehicle fatality which occurs:
 1. After, although not necessarily as a proximate cause of, police gunfire directed at the suspect or the suspect vehicle.
 2. In connection with use of vehicle(s) by police as a "legal intervention" technique intended to apprehend a suspect. "Legal Intervention" includes vehicle ramming, roadblocks, and forcing a vehicle to alter its course by cutting in front of it or by contact

b. Excluding any vehicle fatality which involves

1. Off-duty non-sworn law enforcement employees who are not, at the time of the incident, acting for an actual, apparent, or purported law enforcement purpose.
2. Solo vehicular collisions in which the only injury is suffered by a law enforcement employee who was the driver and sole occupant of a vehicle, which was not involved in a collision with any other occupied vehicle.

B. "LAW ENFORCEMENT EMPLOYEE"

This Protocol applies to employees and to certain other people affiliated with the law enforcement agencies that are members of this agreement, as follows:

1. Full-time, part-time, and hourly sworn and unsworn officers, whether on-duty or off-duty.
2. Reserve law enforcement officers who are on-duty or who are acting actually, apparently, or purportedly for a law enforcement purpose at the time of the incident.
3. Temporary employees and volunteers, whether paid or unpaid, who are on-duty or who are acting actually, apparently, or purportedly for a law enforcement purpose at the time of the incident.

C. "SUBJECT OFFICER"

1. A person whose act is a "proximate cause" of a fatal injury to another person; or
2. A person who intends that his act be a "proximate cause" of serious bodily injury or death to another person, who is actually killed by another.

D. "PROXIMATE CAUSE"

A cause which, in a natural and continuous sequence, produces the fatal injury, without which cause the injury would not have occurred. Reasonable foreseeability of the fatal injury is not a factor relevant to this definition.

E. "FATAL INJURY"

Death, or injury which is severe and likely to cause death.

F. "VENUE AGENCY"

The agency or agencies, within whose geographical jurisdiction the incident occurs.

G. "EMPLOYER AGENCY"

The agency that employs the subject officer or with which he/she is affiliated. (In many cases the Venue Agency will also be the Employer Agency).

H. "RESPONSE TEAM"

Those investigators assigned by the Venue Agency(s) and the Employer Agency(s) to conduct the criminal investigation of the incident.

I. "ADMINISTRATIVE INVESTIGATION TEAM"

Those investigators assigned by the Employer Agency to conduct the Administrative Investigation of the incident.

J. "MEMBER AGENCIES"

Those law enforcement agencies that have reviewed and agreed to the terms of this Protocol.

2. INVOCATION OF THIS PROTOCOL

A. AUTOMATIC AND IMMEDIATE

1. Upon the occurrence of an Officer-Involved Fatal Incident this Protocol automatically becomes effective upon the activation of the Response Team. In lieu of invoking this Protocol, the involved agency may investigate the matter by itself or may seek aid from other agencies.

B. OPTIONAL

1. Each Member Agency, when in the capacity of a Venue Agency or Employer Agency, may itself invoke this Protocol upon the occurrence of any sensitive or critical event involving a law enforcement employee which may have possible criminal liability attached. Upon this unilateral invocation, the matter will be investigated under the provisions of this Protocol. Examples are as follows:

- a. A fatality, which is not covered by this Protocol.
- b. An officer-involved incident where the injuries are not fatal.
- c. Any other sensitive or critical event involving a law enforcement employee where criminal conduct is a possibility to be investigated.

C. SPECIAL DEPLOYMENT

- 1. While formed primarily to investigate officer-involved fatalities, the Response Team may be deployed for non-officer involved incidents.

3. INVESTIGATION AGENCIES, FORMATS, AND RESPONSIBILITIES

To properly recognize and accommodate the various interests and the various rules of law which may be involved in any incident, investigations of these matters must be performed under two separate investigative formats: (A) The criminal investigation, to be conducted by the Response Team, and (B) The administrative investigation, to be conducted by the Administrative Investigation Team.

A. THE CRIMINAL INVESTIGATION

- 1. The criminal investigation has investigative priority over the administrative investigation and it begins immediately after an incident has occurred. The criminal investigation is performed by the Response Team.
- 2. The goal of the criminal investigation is to develop all available relevant information about the incident. This information will be used in two ways.
 - a. To determine presence or absence of criminal liability on the part of those involved in the incident, specifically:
 - 1. To determine whether the conduct involved is prohibited by statutes which provide for criminal penalties upon conviction; and
 - 2. If criminal conduct does exist, determine the identity of the person(s) responsible for that conduct; and
 - 3. If criminal conduct does exist, determine the degree of crime(s), the existence of any factual or legal defenses to that crime, and the presence or absence of any mitigating or aggravating factors..
 - b. To provide factual information to the Employer Agency's management for its internal use.

1. While the criminal investigators do not direct their investigative attention to administration concerns, it is recognized that the criminal investigation's results are of interest to Agency Management for its internal use, and those results are fully available for that purpose unless otherwise prohibited by law.
3. The Response Team shall follow the rules of law which apply to all criminal proceedings including by way of example constitutional, statutory and case law regarding rights which are covered by the U.S. Constitution's 4th, 5th, 6th and 14th Amendments.
4. The investigation shall be performed in a manner that provides both the appearance and the reality of a thorough, fair, complete, and professional investigation, which is free of conflicts of interest.

4. VENUE DETERMINATION

- A. When an incident occurs in two or more jurisdictions, each of those jurisdiction is a Venue Agency. In such circumstances, the heads of each agency or their designee shall establish a Unified Command in accordance with Incident Command Systems (ICS).
- B. When an incident occurs on the boundary of two jurisdictions, or at a location where the relevant boundary is not readily ascertainable or is in dispute, the Venue Agency(s) shall be:
 1. The Employer Agency if the Subject Officer is employed by either boundary agency; or
 2. Both boundary agencies if Subject Officers are employed by both; or
 3. The agency with the predominant police involvement in the incident or the majority of acts leading up to the fatality occur within its jurisdiction.
- C. For custodial deaths, the agency having custody of the person at the time his/her distress was first discovered is a Venue Agency. Also, a Venue agency is the one within whose jurisdiction any fatal action was inflicted.
- D. If the death was caused by conduct which may be criminal in nature, the lead Venue Agency is the agency within whose geographical jurisdiction the act occurred. In all other cases, the lead Venue Agency is the one having custody of the victim when distress was first discovered.
- E. If an on-duty commissioned law enforcement officer is involved as the Subject Officer in an incident which occurs within the jurisdiction of another Member Agency, and if that officer was acting in the performance of his/her duty at the

time of the incident, the Venue Agency may elect to relinquish its role as a Venue Agency in the criminal investigation.

5. VEHICLE COLLISION INCIDENTS

- A. Accidental collision fatalities shall be investigated by Response Team criminal investigators, joined by collision investigation specialists from the Washington State Patrol (WSP) or other agency with expertise in the area of collision investigation. The collision investigation specialists have the primary responsibility for documentation, collection, and preservation of physical evidence.
- B. If the fatality results from a collision that was not accidental (i.e., use of "legal intervention techniques") OR if vehicle movement was merely incidental to a fatality which was caused by non-vehicular means, the collision investigation specialists may be used by the Response Team for that phase of the investigation, but the collision investigation specialists' role will be limited to investigation of physical movement of the vehicle(s) and to collision reconstruction.

6. SCENE SECURITY

Each agency has initial responsibility for immediately securing crime scene(s) within its territorial jurisdiction. This responsibility includes preservation of the integrity of the scene(s) and its/their contents, access control, and the identification and sequestration of witnesses. Responsibility may be changed by mutual agreement as the investigation progresses.

7. SCENE PROCEDURES

- A. Emergency life-saving measures have the first priority
- B. If a person is transported to a hospital with fatal injuries an officer should accompany that injured person in the same vehicle in order to:
 - 1. Locate, preserve, safeguard, and maintain the chain of physical evidence.
 - 2. Obtain a dying declaration, spontaneous statement, statement of then-existing or previous mental or physical state.
 - 3. Maintain custody of the person if he/she has been arrested.
 - 4. Provide information to medical personnel about the incident as relevant to treatment, and obtain information from medical personnel relevant to the investigation.

5. Identify relevant people, including witnesses and medical personnel.
- C. The scene(s) must be secured immediately, with a perimeter sufficiently large to safeguard evidence. In most circumstances an inner (evidence) perimeter and an outer (control) perimeter are preferable. This shall include the immediate establishment of a crime scene log to record all personnel entering and exiting the scene.
1. Access to the scene(s) shall be limited to only those officials who must enter for an investigative purpose. Written reports are expected from those who enter.
 2. Response Team investigators shall establish a written log as quickly as possible to identify all persons entering the scene(s), the time of their entry and exit, and the reason for entry.
 3. When not needed for live-saving efforts, entry by fire and ambulance personnel should be restricted to the absolute minimum necessary to perform the needed duties.
- D. If any type of weapon or instrument was involved in the fatal incident, the supervisor at the scene shall promptly see to the security and/or collection of such items following the below listed guidelines:
1. Responding supervisors/officers should not handle, remove, make safe, or secure any Subject Officer's weapons unless it is absolutely necessary. If the area is secure, loose weapons or instruments shall be left in place and undisturbed.
 2. If the area is not secure, the supervising officer at the scene shall decide whether the items can be safely left in place or whether prompt removal is necessary. If such items must be moved or removed for protection, they should be photographed in place prior to removal if possible.
 3. If a Subject Officer still has personal possession of a weapon he/she used in the incident, it is acceptable for the Subject Officer to maintain custody and control of the weapon (handgun) on their person while at the scene or waiting for investigators to arrive, as long as an uninvolved officer/investigator is assigned to stay with the Subject Officer to ensure the weapon is not altered. This procedure shall be adhered to until Response Team investigators are available to properly document the Subject Officer's outer appearance and condition of the weapon prior to collecting it. The Subject Officer should be issued a new weapon at the same time or as quickly as possible.

4. If the responding supervisor/officer for any reason determines the need to take possession of a Subject Officer's weapon or instrument prior to Response Team investigators' arrival, the weapon should be photographed and documented in the condition it was found prior to being removed from the Subject Officer. The supervisor/officer should make note of the weapon's general description and condition, the appearance and location of any trace evidence adhering to it, and where the weapon or instrument was first observed by the supervisor/officer.
5. In firearms cases, the supervising officer will also make note of whether the firearm is loaded, has its safety "on" or "off," has its hammer or firing pin back, any apparent jamming of either fired or unfired ammunition, the location and position of the weapon's magazine (i.e., fully or partially inserted, completely separate from the firearm, missing, etc.), to the extent possible without removal of the weapon from its holster.
 - a. If the mechanism of a firearm is obviously jammed, no attempt shall be made to unload the weapon or clear the jam.
 - b. If the firearm is cocked (or if a semi-automatic pistol cannot be determined to be cocked or not), the safety may be put "on" by the supervising officer, who must make note of that fact. If the firearm's hammer is back, it may be lowered, but note must be made of that fact.
6. Any officer receiving a weapon or instrument from another person or obtaining it otherwise shall note its serial number if readily visible without removing the weapon from its holster or otherwise compromising physical evidence, and shall otherwise maintain the chain of evidence.
7. Whenever possible, involved "long weapons" shall be secured in a vehicle at the scene.
8. All collected weapons or instruments shall be transferred to the Response Team investigators upon their arrival, along with the information required in this section.
9. Firearms that do not need to be retained in evidence, as determined by the criminal investigators, will be returned to a designated representative of the Employer Agency promptly after testing has been completed. The criminal investigators recognize that prompt return of the officer's weapon(s) is important, and will return the weapon(s) as soon as possible.
10. Any other physical evidence at the scene that is in danger of being contaminated, destroyed, or removed must be promptly and effectively observed, recorded and then protected for subsequent collection. Evidence

adhering to live participants (such as bloodstains), footprints, and fingerprints, volatile substances, various types of trace evidence, and firearms discharge evidence, are examples. This may lead to the collection of the involved officer's uniform and other equipment worn at the time of the incident.

11. Except as provided in this section, weapons and instruments will not be disturbed in any way. Any handling of weapons and instruments shall be minimal, to preserve the exact state of the weapon or instrument when received.
- E. The transporting and interviewing of involved officers shall be conducted following the below listed guidelines. The venue agency shall provide Response Team investigators with the current organizational policy/procedures and collective bargaining unit language concerning Officer Involved Shootings and/or Use of Force Investigations. It is recommended that Subject Officers follow the policies and procedures of their Employer agency and/or bargaining unit agreements when applicable:
1. Subject Officer(s) will remain on scene (unless seriously injured) until the arrival of Response Team investigators or unless directed by the ranking supervisor on scene to do otherwise. Subject Officer(s) will provide the on scene supervisor with a verbal briefing of the incident. The purpose of the verbal briefing is to provide information to assist with securing the scene, protecting evidence, indentifying or locating suspects/witnesses and ensuring the safety of the public. As soon as practical, the Subject Officer(s) should be relieved of their duties at the scene and taken to the nearest police or sheriff station/precinct unless otherwise directed by the Response Team. Officer(s) not involved in the incident shall be assigned to accompany these officers, either in a group or individually. Subject Officer(s) should be driven to the station by an uninvolved officer. Witness officers should remain at the scene to brief Response Team members. If a witness officer is impacted by the event to the extent that it would be better to remove them from the scene then the above removal protocol should be followed for the witness officer(s).
 2. If circumstances prohibit removal of all witnesses and Subject Officer(s) from the scene at once, the Subject Officer(s) should be removed first.
 3. An uninvolved officer shall remain with the Subject Officer(s), either in a group or individually, until they can be transported from the scene . An uninvolved officer shall remain with the Subject Officer(s) to ensure that their immediate needs are attended to.
 4. Subject Officers should not discuss the case among themselves, other witness officers, or uninvolved officers.

F. CUSTODIAL DEATH SCENES

When an incident occurs in a jail facility or other location where inmates may have witnessed something, inmates should be identified and separated if possible pending interviews by Response Team criminal investigators.

8. INTERVIEWING LAW ENFORCEMENT EMPLOYEES.

- A. Generally speaking it is the intent of Response Team investigators to obtain details of any officer involved incident as soon as possible after the event by interviewing and obtaining reports/statements from Subject Officers and witness officers. In accordance with applicable policies/procedures and/or bargaining unit agreements of their employer agency, Subject and witness officers reports/statements will be collected and reviewed by Response Team investigators.
- B. Response Team investigators should always give the Subject Officer the opportunity to provide a voluntary statement or give details of the incident at any point during the investigation. Response Team investigators should be aware that agency policies, bargaining unit agreements, and officer's constitutional rights may delay access to this statement and shall make reasonable efforts to identify and comply with these issues.
- C. In Custody interviews will be conducted in accordance with all federal and state laws applicable to in custody interrogations.
- D. Subject Officer interviews should be conducted separately and they should be considered as witnesses unless the circumstances dictate otherwise.
- E. Interviews should be recorded.
 - 1. All tapes will be retained as evidence until all aspects of the case are completed.
 - 2. After an interview is recorded, a transcript of the recording will be prepared and reviewed by the Response Team investigator who conducted the interview for content, context accuracy and necessary corrections .
- F. Law enforcement employees have the same rights and privileges regarding Response Team interviews that any other citizen would have, including the right

to consult with an attorney or other representative prior to the interview and the right to have the representative present during the interview.

1. The representative should be allowed to consult about the facts of the incident privately with Subject Officers.

9. INTOXICANT TESTING

A. Criminal Investigation

Law enforcement employees have the same rights and privileges of any citizen regarding intoxicant testing. When Response Team investigators determine that a law enforcement employee's state of sobriety is relevant to the investigation, they have these options:

1. Obtain the blood and/or urine sample by valid consent.
2. Obtain a search warrant to obtain the samples.
3. When applicable, utilize the provisions of the Revised Code of Washington statutes, Title 46 RCW, for vehicle driving incidents.

10. AUTOPSY

- A. At least one member of the Response Team's primary investigative team will attend the autopsy. Investigators representing other Response Team agencies may also attend (with the approval of the Medical Examiner).
- B. The Medical Examiner will receive a complete briefing prior to the post-mortem examination. This briefing, which includes all information known at the time that may be relevant to the cause, manner, or means of death, shall be attended by at least one member of the Response Team's primary team and the applicable agency's evidence technician team.
- C. For autopsies conducted in Whatcom County, the Whatcom County Medical Examiner has the responsibility to document and collect all evidence.

11. THE PROSECUTOR'S OFFICE

The Whatcom County Prosecutor's Office ("Prosecutor's Office") has the following roles in Incident Investigations:

- A. Assist and advise the Response Team on various criminal law issues which may arise, such as Miranda, voluntariness, search and seizure, probable cause to arrest, detentions and releases, elements of crimes, immunity, legal defenses.

- B. Upon completion of the criminal investigation, analyze the facts of the incident as well as the relevant law to determine if criminal laws were broken. If so, prosecute in accordance with Prosecutor's Office policies and procedures.
- C. The Prosecutor's Office will coordinate with the Investigative supervisor for any necessary follow-up investigation.

12. REPORT WRITING

- A. All personnel involved in the criminal investigation shall write reports documenting their participation.
- B. Prompt completion and distribution of reports is essential. All involved agencies and investigators will strive for report completion and distribution within 7 days after the incident.
- C. The Investigative supervisor will be responsible for coordinating with the Prosecutor's Office for required follow-up and submission of reports for review.

13. THE ADMINISTRATIVE INVESTIGATION

In addition to its concern about possible criminal law violations by its own employees who are involved in an incident (which concerns are addressed by the criminal investigation), the Employer Agency also has need for information about the incident for non-criminal purposes, to include,

- A. Internal Affairs Inquiries
- B. Agency Improvement:
Determination of the adequacy of its policies, procedures, programs, training, equipment, personnel programs and supervision.
- C. Government and Community Relationships:
Informing itself of the incident's details so it may adequately inform its parent governmental body, and so it may be responsive to comments about the incident from the public and the media.
- D. Claims and Litigation:
Preparing for administrative claims and/or civil litigation that may be initiated by or against the agency.

1. The Employer Agency may use an administrative investigation and/or a more specific "civil litigation investigation" format to investigate these concerns as it considers appropriate. While both the criminal investigation and the administrative investigation are important and should be pursued, investigative conflicts between the two formats shall be resolved by allowing the criminal investigation to have the investigative priority. It is intended that this prioritization will preclude competition between the two formats for access to witnesses, physical evidence, and the involved parties, and that it will prevent the criminal investigation from being compromised by an untimely exercise of the Employer Agency's administrative rights.
2. The initiation of administrative investigations and the extent of those investigations is solely the responsibility of the Employer Agency.
3. Interview statements, physical evidence, toxicology test results, and investigative leads which are obtained by administrative investigators by ordering law enforcement employees to cooperate shall not be revealed to criminal investigators without specific, prior approval of the Prosecutor's Office.
Other results of the Administrative Investigation may or may not be privileged from disclosure to others, including the Response Team investigators, depending upon applicable law.
4. The Response Team will promptly and periodically brief the Administrative Investigation Team of the criminal investigation's progress.
5. The Administrative Investigation Team is not bound by some of the same investigative restrictions that apply to criminal investigators. Special attention should be given to contents of local contracts, Civil Services provisions in the employer-employee relationship and personnel rules affecting the administrative process.

14. MEDIA RELEASES

- A. Media releases will be the responsibility of the Venue Agency. The Venue Agency should designate a Public Information Officer (PIO) within their Incident Command.
- B. Media releases should be coordinated with involved agencies, the Prosecutor's Office, the LEMART Commander and the Medical Examiner's Office.

15. INQUESTS

In accordance with the Whatcom County Charter, and notwithstanding any provision of this protocol, the Whatcom County Medical Examiner shall have

authority to determine whether an inquest will be held in any incident involving a Fatal Injury.

16. ACCESS TO REPORTS AND EVIDENCE

A. Access to reports and material that is created or collected by, or at the request or direction of, Response Team criminal investigators (including the Crime Lab/Ident Lab) will be made available in a timely manner to those agencies that have an interest in the investigation, including the Administrative Investigation Team, as otherwise allowed by law. Examples of material referenced in Section 16A above are:

1. Reports, written and collected;
2. Physical evidence;
3. Photographs, diagrams and videotapes; and
4. Audio recordings

B. When the Response Team and/or Prosecutor's Office concludes that the physical evidence collected by the criminal investigators is no longer needed for criminal law purposes, the Employer Agency shall be notified of that decision so it can assume responsibility for preservation of such evidence if it desires.

C. The Venue Agency is responsible for Public Disclosure Requests (PDR) associated with a LEMART investigation. However, participating agencies will be required to follow applicable state statutes in the event a PDR is filed with that agency. During an active LEMART investigation, all records associated with the investigation are exempt from disclosure. If a participating agency receives a PDR during an active LEMART investigation, the participating agency will notify the requestor that it is an active investigation and exempt from disclosure. The Whatcom County Prosecutor's Office should be consulted on all PDR's.

17. CONFIDENTIALITY

A. LEMART investigators, including LEMART Public Information Officer(s) shall disclose information that is considered law enforcement sensitive or otherwise confidential except for official purposes and only to those authorized to receive such information on a need-to-know basis. Examples of information considered to be confidential include, but are not limited to:

1. Documents related to an active LEMART investigation.
 2. Verbal statements or conversations related to an active LEMART investigation.
 3. Information that would compromise an investigation.
- B. For the purposes of this section, persons authorized to receive information considered confidential include, but are not limited to:
1. Law Enforcement agencies
 2. Prosecutor's Office
 3. Medical Examiner's Office
- C. The confidential nature of any information disclosed pursuant to this section shall remain confidential and all authorized recipients of such information shall abide by the restrictions on its further use.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-288

File ID:	AB2020-288	Version:	1	Status:	Agenda Ready
File Created:	07/06/2020	Entered by:	FBurkhar@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Lake Whatcom Water and Sewer District to provide emergency management services, in the amount of \$100,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Staff Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo (07-06-2020), Contract

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



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

MEMO

To: Satpal Singh Sidhu, County Executive

From: Sheriff Bill Elfo, Director
John Gargett, Deputy Director
Whatcom County Sheriff's Office Division of Emergency Management

Subject: Lake Whatcom Water and Sewer District
Emergency Management Services Agreement

Date: July 6, 2020

The attached Contract for Services Agreement specifies the terms whereby the Whatcom County Sheriff's Office Division of Emergency Management (WCSO-DEM) will provide emergency management services to the Lake Whatcom Water and Sewer District.

WCSO-DEM will provide emergency management services that, as detailed in Exhibit A: Scope of Work, include planning, training, and exercise deliverables. This continues services that WCSO-DEM provided under the previous contract #201705001 for 2017-2019.

The Lake Whatcom Water and Sewer District will pay WCSO-DEM \$20,000 per year for these services.

This is a five-year contract and runs from 01/01/2020 through 12/31/2024.

Please contact John Gargett (jgargett@co.whatcom.wa.us, 778-7160) if you have any questions regarding this Services Agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Lake Whatcom Water and Sewer District
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/>	
If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/>	
If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/>	
If yes, RFP and Bid number(s): _____ Contract Cost Center: 16785	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional.	
<input type="checkbox"/> Contract work is for less than \$100,000.	
<input type="checkbox"/> Contract work is for less than 120 days.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 100,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
To provide emergency management services to the Lake Whatcom Water and Sewer District @ \$20,000 per year for five years.	
Term of Contract:	Five Years
Expiration Date:	12/31/2024

Contract Routing:	1. Prepared by: F Burkhart	Date: 07/03/2020
	2. Attorney signoff: B Waldron (per email)	Date: 06/30/2020
	3. AS Finance reviewed: M Caldwell (per email)	Date: 06/30/2020
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed: J Clary (per email)	Date: 07/01/2020
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

CONTRACT FOR SERVICES AGREEMENT
Between
Whatcom County and Lake Whatcom Water and Sewer District
Through the Whatcom County Sheriff's Office Division of Emergency Management

Lake Whatcom Water and Sewer District, hereinafter called **Requestor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

Exhibit A - Scope of Work

Copies of Exhibit A is 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, 2020, regardless of the date of signature, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2024.

The general purpose or objective of this Agreement is for the Whatcom County Sheriff's Office Division of Emergency Management to provide emergency management services to the Lake Whatcom Water and Sewer District (LWWSD) in the City of Bellingham, WA and Whatcom County, WA.

The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Billings shall be for a fixed annual cost of \$20,000.00 per year, to be billed semi-annually.

Payment for Services. The County shall bill the Requester for services provided and shall send billings to the Requester billing address identified in this Agreement. The Requester shall reimburse the County within 30 days of receipt of billing from the County.

Agreement Alterations and Amendments. The County and the Requester may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the County and the Requester.

Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.

Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Whatcom County, State of Washington.

INSURANCE. The Requestor shall obtain and keep in force during the terms of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the Washington State Insurance Commissioner pursuant to Title 48 RCW. The Requestor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - \$1,000,000.00
General Liability & Property Damage for bodily injury- \$3,000,000.00 per occurrence

A Certificate of Insurance and endorsements must be provided by the Requestor that identifies the County as a named additional insured in the Requestor's insurance policy. This insurance shall be primary and shall waive all rights of subrogation. The County insurance shall be noncontributory. Proof of insurance requirements shall be provided by a Certificate of Insurance and endorsements. Requestor must submit Certificate of Insurance and Endorsements as described above to the County prior to the commencement of any work on this project.

Failure of the Requestor to take out and/or maintain any required insurance shall not relieve the Requestor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County, including its employees and other agents and agencies. It is further agreed by the parties that insurance companies issuing the policy or policies required by this Agreement shall

have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Requestor .

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the Requestor, Whatcom County, its departments, officials, employees, agents, and volunteers will be named on all policies as an additional insured. The Requestor's insurance required by this Section shall be in all circumstances primary to any coverage for third-party liability claims or actions provided to the Sheriff's Office and/or the County by the County's membership in a Ch. 48.62 RCW "Risk Pool." The Requestor shall furnish the Whatcom County's Sheriff's Office (WCSO) with verification of insurance and endorsements required by the Agreement. The WCSO reserves the right to require complete, certified copies of all required insurance policies and any endorsements at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.
No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the WCSO.

Any coverage for third party liability claims provided to Whatcom County, its departments, employees, officials, agents, or volunteers by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Requestor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Requestor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Requestor to obtain the full text of that endorsement and forward that full text to the County.

INDEMNIFICATION.

A. General. Requestor shall defend, indemnify, and hold Whatcom County, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorney fees, arising out of or in connection with the County's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of Whatcom County or its officers or employees.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Requestor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

B. Indemnification and the Public Duty Doctrine. Requestor understands that, pursuant to the legal doctrine in Washington called the "public duty doctrine," Whatcom County, its Sheriff's Office, and its officers and employees of the Whatcom County Sheriff's Office, owe a general duty to the public and not a specific duty of protection or care to the Requestor. Requestor understands that by entering into this Agreement, the Sheriff's Office's and its Emergency Management Staff duties are to the public in general, and neither Whatcom County, its Sheriff's Office, nor any of its officers or employees have a specific duty of protection or care to the Requestor, its employees, subcontractors, and agents, or any of its guests, or other people on the premises of the Requestor. Moreover, neither Whatcom County, its Sheriff's Office, nor any officer or employee of Whatcom County guarantees, in any way, the safety of any person or property as a result of the work performed under this Agreement. In the event of injury to any person or property, Requestor shall not assert that Whatcom County, its Sheriff's Office, or its Emergency Management Staff owed any special duty to protect persons or property or provide care for such persons or property or had any special relationship with the owner or any other person to protect persons or property. This Agreement shall in no way create a duty for Whatcom County, its Sheriff's Office, or its Emergency Management Staff, or any of its officers or employees where none previously existed. In the event Whatcom County is sued, and a court determines that the public duty doctrine does not apply, or an exception to the public duty doctrine exists with relation to an injury to the person or property of any employee, subcontractor, guest, or other person on the premises of Requestor or on the public roadway which relates to the performance of this Agreement, Requestor shall specifically indemnify, hold harmless, and defend Whatcom County, its Sheriff's Office and Emergency Management, and each and every officer and employee thereof to the full extent permitted by law.

PARTIES ARE INDEPENDENT. The parties agree that neither shall be considered an employee or agent of the other.

Survival of Indemnity Obligations. Contracting Party with the County in this contract agrees all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

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 Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of either party 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.

REQUESTOR'S BUSINESS PERFORMED AT ITS OWN RISK. Requestor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, guests, and all persons on Requestor's property and invitees at all times when Emergency Management staff or Sheriff's Office personnel are performing services pursuant to this Agreement.

EMERGENCY INTERRUPTIONS IN SERVICE. Emergency Management Staff and Sheriff's Office personnel performing services called for in this Agreement shall at all times be subject to the rules, regulations, and policies of Whatcom County and its Sheriff's Office, and shall be required to follow the orders of supervisors and command staff. Requestor understands that Emergency Management Staff and Sheriff's Office personnel, while performing services pursuant to this Agreement may, from time to time, be required to perform traditional duties for the benefit of the greater public. Therefore, from time to time, Emergency Management Staff and Sheriff's Office personnel performing services for Requestor may be required to respond to emergencies and abandon the services being called for under this Agreement.

Termination. Either party may terminate this agreement upon ninety (90) days written notice to the other party.

Compliance with Laws. Requestor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Requestor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal, state, and local laws nondiscrimination laws.

MISCELLANEOUS PROVISIONS.

Non-Waiver of Breach. The failure of Whatcom County to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

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

Written Notice. All written notices required under this agreement shall be sent to the parties at the addresses listed on the signature pages of the Agreement or forwarded electronically to the emails of the parties listed, and notices shall be deemed received three (3) business days after the date sent.

Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Whatcom County Sheriff's Office and the Requestor.

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

Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits or Attachments attached hereto or referenced herein, shall supersede all prior verbal statements of any officer or other representative of the Whatcom County Sheriff's Office and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits or Attachments to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. Further, the representative signing this Agreement on behalf of Requestor swears and affirms that he or she is authorized to enter into this Agreement on behalf of Requestor and that action is binding on the Requestor.

By signing this Agreement, I represent and warrant that I am duly authorized and have legal capacity to execute and deliver this Agreement. I have read, acknowledge, and accept the Terms and Conditions set forth in this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2020 ____.

FOR LAKE WHATCOM WATER AND SEWER DISTRICT:

Justin Clary

Date

Contact Administrator / Contact Name: Justin Clary

General Manager

Contact Phone: 360-734-9224

Contact Email: justin.clary@lwwsd.org

Contact Mailing Address: 1220 Lakeway Drive, Bellingham, WA 98229

FOR WHATCOM COUNTY:

Recommended for Approval:

Whatcom County Sheriff

Date

Approved as to form:

Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County

By: _____

Satpal Singh Sidhu, Whatcom County Executive Date _____

EXHIBIT "A"
(SCOPE OF WORK)

The Whatcom County Sheriff's Office, Division of Emergency Management (WCSO-DEM), will provide the following services to the Lake Whatcom Water & Sewer District:

Risk Assessment and Impact Analysis (RAIA) – The WCSO-DEM will provide a RAIA for the LWWSD to include all risks that impact the ability of the LWWSD to deliver services. This RAIA will be completed each year and presented to the LWWSD as a basis for the Risk, Safety Security, Emergency and Crisis Management Planning that is a continuing and ongoing effort. This will include a review of existing documentation and processes as required in the 2018 America's Water Infrastructure Act (AWIA) as applicable to the Lake Whatcom Water and Sewer District.

Risk, Safety Security, Emergency and Crisis Management Plan (R-SEC Plan) The WCSO-DEM will provide an annual update to the R-SEC Plan for the LWWSD based upon changes from the RAIA, personnel, and regulatory requirements. This R-SEC Plan will be completed by December 31 of each year as an annual update. Changes that are required during the year (such as additional action guidelines) will be issued as needed. This will include working with LWWSD staff and Engineers to conduct a Risk and Resilience Assessment as required in the 2018 America's Water Infrastructure Act (AWIA) as applicable to the Lake Whatcom Water and Sewer District. Upon completion of this Risk and Resilience Assessment, the WCSO-DEM will work with LWWSD staff to submit the Certification Letter to the Environmental Protection Agency by June 20, 2021.

Risk, Safety Security, Emergency and Crisis Management Plan (R-SEC Plan) The WCSO-DEM will provide an annual update to the R-SEC Plan for the LWWSD based upon changes from the RAIA, personnel, and regulatory requirements. This R-SEC Plan will be completed by December 31 of each year as an annual update. Changes that are required during the year (such as additional action guidelines) will be issued as needed. This will include working with LWWSD staff to conduct and ensure that the R-SEC Plan will meet the planning requirements of the 2018 America's Water Infrastructure Act (AWIA) as applicable to the Lake Whatcom Water and Sewer District.

Annual Risk, Safety Security, Emergency and Crisis Management Plan (R-SEC Plan) Workshop - The WCSO-DEM will provide an annual one-day workshop which will be held at the Whatcom Unified Emergency Coordination Center that will include each of the areas served, Facilities and public agencies that are responsible for R-SEC Planning within the LWWSD. The output of this workshop will be updated plans specific to each location, building and staff.

Assessment and Audit Exercise Design & Conduct - The WCSO-DEM will provide exercise design for the LWWSD to include at least one full-scale or functional exercise and one table-top exercises each calendar year. The specific locations and scenarios will be determined by LWWSD and the WCSO-DEM Project Manager.

Lake Whatcom Water & Sewer District Security Improvement Planning – The WCSO-DEM will provide ongoing Security Improvement Planning with the LWWSD.

Lake Whatcom Water & Sewer District Emergency Preparedness Improvement Planning – The WCSO-DEM will provide ongoing Emergency Preparedness Improvement Planning with the LWWSD to include a site visit to each location and an assessment of the capacity to support needs during and following a significant event such as an earthquake, winter storm or chemical emergency. This annual site visit will include a summary report of the preparedness level for each location.

Preparation of Annual Risk, Safety Security, Emergency and Crisis Management Improvement Plan - The WCSO-DEM will prepare an annual Improvement Plan that will be used for LWWSD planning for improvements to its R-SEC program. This plan will be the guide for the LWWSD both in terms of short term improvements that can be undertaken with existing budgets as well as a guide for capital improvements.

Assistance with Grant Applications. The WCSO-DEM will provide consulting assistance to LWWSD in preparing applications for grant funding from FEMA and other sources.

LWWSD Seat on Emergency Council or Board. The LWWSD shall be presented for consideration and a vote for inclusion on the County Emergency Management Council

Costs

The cost for this scope of work is \$20,000 per year based on a five-year contract.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-289

File ID:	AB2020-289	Version:	1	Status:	Agenda Ready
File Created:	07/08/2020	Entered by:	Tliddings@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Bid Award		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to award Bid #20-22 and enter into a subsequent contract between Whatcom County and Foss Maritime for the annual drydocking, repair and maintenance of the Whatcom Chief ferry, in the amount of \$436,161

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Drydock Bid Award



Jon Hutchings
Director

Eric L. Schlehuber, Division Manager

MEMORANDUM

To: The Honorable Satpal Singh Sidhu, County Executive &
Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Public Works Director

From: Eric L. Schlehuber, PW Equipment Services Manager

Date: June 25, 2020

Re: Bid #20-22, Drydocking, Repair & Maintenance of the Whatcom Chief (2020)

- **Requested Action**

Approval requested to award the bid and subsequent contract for the 2020 Annual Drydocking, Repair and Maintenance of the Whatcom Chief to the lowest responsive bidder, Foss Maritime in Seattle, Washington in the total amount of \$436,161.00 for Alternate Bid #1 – Dockside @ Shipyard.

As a means to reduce drydocking costs for 2020 due to COVID-19 impacts, Whatcom County requested and received United States Coast Guard (USCG) approval on 6/22/2020 to extend the 2020 drydock exam and the #1 fuel tank 835 repair to 9/30/2021. This results in a cost savings and deferment in 2020 from not drydocking the Whatcom Chief (pulling the boat from the water) of approximately \$232,729. These deferred scopes of work will be accomplished during the 2021 annual drydocking.

- **Background and Purpose**

Bids were duly advertised and submitted for the annual drydocking, repair and maintenance of the Whatcom Chief Ferry. This work is contracted out annually by the Public Works Equipment Services Division. Four shipyards (Foss Maritime Co., Lake Union Drydock Co., Dakota Creek Industries, and Vigor Marine, LLC.) attended the mandatory virtual pre-bid meeting held onboard the Whatcom Chief ferry Thursday, May 21, 2020. Two bid responses were received Tuesday, June 23, 2020. This year's drydock is anticipated to take up to nineteen days, from Saturday, September 12, 2020 through Wednesday, September 30, 2020. Listed below is the bid tabulation for the two responsive and responsible bids received. The Engineer's Estimates were respectively, for a full drydock of \$671,606 and for Alternate #1 was \$415,965, with a return to service anticipated to be Saturday, October 3, 2020.

DRYDOCKING, REPAIRS, & MAINTENANCE OF THE WHATCOM CHIEF (2020)

VENDOR	BID TOTAL (Full Drydock)	ALTERNATE #1 BID TOTAL (Dockside @ Shipyard)
Foss Maritime Co	\$ 668,890.00	\$ 436,161.00
Lake Union Drydock Company	\$ 762,863.00	\$ 508,807.00

- **Funding Amount and Source**

Adequate funds exist within the 2019-2020 ER&R fund budget for repairs and maintenance as approved during the 2019-2020 budget process. I am requesting Executive and the Whatcom County Council approval to award this bid and subsequent contract to Foss Maritime (Seattle, Washington) for a total of \$436,161.00.

- **Recommended Action**

Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the July 21, 2020 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 6405 if you have any questions or concerns.

In Accordance with WCC 3.08.030, I concur with this recommendation.

Sarah Jinger for
Brad Bennett, AS Finance Manager

07/08/2020
Date



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-299

File ID:	AB2020-299	Version:	1	Status:	Agenda Ready
File Created:	07/14/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion regarding Address and Road Name Citizen Appeal Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding Address and Road Name Citizen Appeal Committee

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo from Council Staff, Memo from Public Works Staff

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
(360) 778-5010**COUNCILMEMBERS**Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner**WHATCOM COUNTY COUNCIL**

July 8, 2020

TO: Whatcom County Council

FROM: Jill Nixon, Legislative Coordinator II 

SUBJ: Address and Road Name Citizen Appeals Committee Membership History

The County Council adopted Ordinance 1996-049 in November 1996 to create a Road Naming System for Whatcom County. Newly-adopted Code section 12.60.040 included the creation of the Address and Road Name Appeals Committee. Council made its first appointments to that committee in February 1997.

The Council Office maintains appointment information for the Address and Road Name Citizen Appeals Committee. For information about the work of the Committee, please contact the Public Works Department.

The committee has not had at least three of the five positions (a quorum) filled since 2005. The Council Office included vacancies on the committee on all vacancy lists through 2011. In August 2011 Public Works staff indicated that the committee is not active, and that there was no need to solicit new applicants, but it may become active again at some point in the future.



MEMORANDUM

To: Jon Hutchings, Public Works Director

From: Jim Karcher, County Engineer *gpk*
Doug Ranney, Engineering Manager *DWR* 06/22/2020

Date: June 22, 2020

Re: Address Corrections History and Process

Whatcom County Policy and Procedure

12.60.110 Correction of address number sequence:

The department shall make corrections where necessary to accomplish full implementation of the address numbering system for all county addresses in accordance with the following timeline and criteria:

- A. The department shall correct addresses beginning in 1997, and shall continue until the entire county has been reviewed and corrected.
- B. Notices of address corrections shall be mailed to affected property owners and become effective six months after notification by the department. (Ord. 2017-017 Exh. A; Ord. 2016-017 Exh. A; Ord. 2014-045 Exh. A; Ord. 96-049). *Appeals are referenced under WCC 12.60.040(B)(1).*

Goal

The Whatcom County/Bellingham Addressing Committee and Prospect Fire/EMS Dispatch have been working together to make necessary address corrections for the safety of all citizens, creating a consistent system that all emergency responders can rely on when searching for a residence.

Consistency with addressing is what allows all manner of agencies and people to quickly and easily locate a given address. An issue easily overlooked is that consistently addressed properties also allow agencies and people to quickly and easily locate other properties. Another way to look at this is when anomalies in addressing exist it makes locating other addresses more difficult which, if time critical, can be costly.

Why are some addresses incorrect?

Whatcom County addresses have been assigned in several ways in the past. About 40% of the time an address that is observed to be incorrect was assigned prior to adoption of the current addressing system on 11/12/1996, resulting in an out of sequence address number. Approximately 30% of the time, addresses that require correction have never

been officially assigned and are “self-assigned” addresses by residents that now need to be corrected.

Some properties are accessed by a private road which does not require a name at time of addressing but continuing development using that road triggers the need to name the road thus requiring readdressing of properties along the road. Access roads are not required to be named until the limits of WCC12.60.050(A) are exceeded.

Other considerations include: numbering sequence, facing front of home, road to which driveway accesses, EMS/Fire heavy apparatus considerations, etc.

How are incorrect addresses discovered?

Addressing errors are discovered through a variety of ways:

- COB, EMS or 911 can bring a concern to the Addressing Committee for review and readdressing recommendation,
- PDS can discover an error through the permitting process,
- IT can find a discrepancy while building the County GIS system,
- Discovered when addressing a neighboring property
- Randomly

How are addresses corrected?

Staff researches to try and determine how an address that appears to have been created outside of the adopted PW address assignment process could have been established. Using currently available GIS maps and following the address assignment numbering sequence, a correct address is determined. A notice is then sent to the owner, along with an address assignment report for their records. Per our Policy & Procedure, when the new address is officially re-assigned a six-month period is given before the new address goes into effect.

A notice is sent a month prior to the effective date to the Assessor's office, EMS/Fire, Local Postal Services, School Districts, PSE, and Cascade Natural Gas among many other entities depending on relevance to the site. Unfortunately, at this time, Google and Bing Maps are not directly updated through this process.

Considering the busy and stressful time of the Holidays, the addressing clerk and Public Works' Development manager agreed that no new address assignments shall go into effect in the months of November and December. A new address can go into effect during these months if specifically requested by the owner.

When an addressing correction is appealed the Citizen Address and Road Name Appeals Committee will consider the case. Per the established business rules, the first decision the Committee makes is to either deny the appeal outright or schedule a public hearing to hear from the appellant. In the absence of a Citizen Address and Road Name Appeals Committee, appeals are brought directly to the Council.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-296

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File Created:	07/09/2020	Entered by:	DBrown@co.whatcom.wa.us		
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TITLE FOR AGENDA ITEM:

Resolution approving the Lake Whatcom Water and Sewer District Comprehensive Sewer Plan 2020 Update

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution approving the Lake Whatcom Water and Sewer District Comprehensive Sewer Plan 2020 Update

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Resolution, LWWSD Comprehensive Sewer Plan Report, Approval Letters, RCW Language

RESOLUTION NO. _____

**APPROVING THE LAKE WHATCOM WATER AND SEWER DISTRICT
COMPREHENSIVE SEWER PLAN 2020 UPDATE**

WHEREAS, the Lake Whatcom Water and Sewer District Comprehensive Sewer System Plan 2020 Update (Plan Update) was prepared at the request of the District Board of Commissioners and in accordance with the Washington State Department of Ecology guidelines as presented in Washington Administrative Code (WAC) 173-240-050; and

WHEREAS, a determination of non-significance was issued for the Plan Update on February 20, 2020, pursuant to the State Environmental Policy Act; and

WHEREAS, per RCW 57.16.010, Whatcom County Public Works approved the Plan Update on March 24, 2020, with the following notations:

- The District should coordinate its planned water and sewer system facilities construction program with the County's planned road construction program;
- All work performed in a County public road right-of-way requires a Revocable Encroachment Permit as a prerequisite;
- Depending on the scope of the work of any given District planned water and sewer system facilities project, the County might require other permits as a prerequisite to project execution, and stormwater management documentation (with possible consequent engineered stormwater management system design); and

WHEREAS, per RCW 57.16.010, the Whatcom County Health Department approved the Plan Update on March 25, 2020; and

WHEREAS, RCW 57.16.010(7) requires the County Council approve, conditionally approve, or reject comprehensive sewer system plans; and

WHEREAS, the Lake Whatcom Water and Sewer District has submitted a final version of the Plan Update (revised to address any agency comments) to the County Council for review and approval; and

WHEREAS, under the provisions of state law, the Whatcom County Comprehensive Plan, and County-Wide Planning Policies, sewer service in rural areas must be at rural levels and should not be used as a basis for rezoning property; and

WHEREAS, the County Council has reviewed the Lake Whatcom Water and Sewer District Comprehensive Sewer System Plan 2020 Update for compliance with the approval criteria set forth in RCW 57.16.010(7)) and RCW 57.02.040 and finds that the plan satisfies these criteria, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED that the County Council hereby approves the Lake Whatcom Water and Sewer District Comprehensive Sewer System Plan 2020 update, subject to the following conditions:

1. Sewer service shall be provided consistent with densities allowed in the Whatcom County Zoning Code (Title 20).
2. Provision of sewer to land outside the Urban Growth Area shall not serve as the basis for rezoning properties.

APPROVED this _____ day of _____ 2018.

ATTEST

**WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON**

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

COMPLETE PLAN WITH ATTACHMENTS AND EXHIBITS CAN BE FOUND HERE: <https://lwwsd.org/resources/comprehensive-sewer-plan/>

LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive
Bellingham, Washington 98229

**COMPREHENSIVE SEWER PLAN
2020 UPDATE**



06/12/2020

BOARD OF COMMISSIONERS:

Laura Abele, President
Todd Citron, Secretary
John Carter, Commissioner
Bruce Ford, Commissioner
Leslie McRoberts, Commissioner

Justin Clary, PE, General Manager

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June 2020

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GLOSSARY OF TERMS, ACRONYMS AND ABBREVIATIONS

Average dry weather flow	The average non-storm flow over 24 hours during the dry months of the year (May through September). It is composed of the average sewage flow and the average dry weather inflow/infiltration.
Average wet weather flow	The average flow over 24 hours during the wet months of the year (October through April) on days when no rainfall occurred on that or the preceding day.
BMPs	Best management practices
CAOs	Critical Areas Ordinances
CIP	Capital improvement program
City	City of Bellingham
Clean Water Act (CWA)	Also known as the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
Collection main	In collection systems, this is a larger pipe in which smaller branch and submain sewers are connected. The collection main may also be called a main or trunk sewer.
Collection system	In a wastewater system, a collection system is a system of pipes which receives and conveys sewage and/or storm water.
County	Whatcom County
District	Lake Whatcom Water and Sewer District
DOH	Washington State Department of Health.
Domestic wastewater	Human-generated sewage that flows from homes and businesses.
DNR	Washington Department of Natural Resources
Ecology	Washington State Department of Ecology
EPA	United States Environmental Protection Agency.
ERU	Equivalent Residential Unit
ESA	Endangered Species Act
Fecal coliform bacteria	A group of organisms common to the intestinal tracts of humans and animals. The presence of fecal coliform bacteria in water, wastewater, or biosolids is an indicator of pollution and possible contamination by pathogens.
Force main	A pipeline leading from a pumping station that transports wastewater under pressure.

GLOSSARY OF TERMS, ACRONYMS AND ABBREVIATIONS

GMA	Growth Management Act
GPD	A measurement of flow rate expressed in gallons per day.
gpcd	gallons per capita per day (gallons per person per day)
HDPE	High-density polyethylene pipe
HOA	home owner's association
HPA	Hydraulic Project Approval
I & I	Infiltration and inflow
Infiltration	The penetration of water from the land surface into the soil, or the penetration of water from the soil into a sewer system by such means as defective pipes, pipe joints or connections, or manhole walls.
Inflow	Flows of extraneous water into a wastewater conveyance system from sources other than sanitary sewer connections, such as roof leaders, basement drains, manhole covers, and cross-connections from storm sewers.
Interceptor sewers	The portion of a collection system that connects main and trunk sewers with the wastewater treatment plant, thereby controlling the flow into the plant.
LAMIRD	Limited Area of More Intense Rural Development
Large On-site sewage treatment system (LOSS)	A DOH permitted facility receiving less than 100,000 gpd of sewage from residential sources.
Lateral sewers	Pipes that receive sewage from homes and businesses and transport that sewage to trunks and mains.
LLRI	Lake Louise Road Interceptor
LWBI	Lake Whatcom Boulevard Interceptor
LWMP	Lake Whatcom Management Program
Main sewer	This is a larger pipe in which smaller branch and submain sewers are connected. It may also be called a trunk sewer.
MG	Million gallons, a measure of liquid volume.
MGD	A measurement of flow rate expressed in millions of gallons per day.
mg/L	A measurement of concentration in milligrams per liter sometimes expressed as parts per million (ppm).
National Pollutant Discharge Elimination System (NPDES)	Section 402 of the U.S. Clean Water Act, which prohibits discharge of pollutants into navigable waters of the United States unless a special permit is issued by EPA, a state, or (where delegated) a tribal government on an Indian reservation.

GLOSSARY OF TERMS, ACRONYMS AND ABBREVIATIONS

NPDES Permit	Permit issued under the National Pollution Discharge Elimination System, which establishes reporting requirements and other conditions for discharge of pollutants to receiving waters.
OSS	Residential on-site sewage treatment system
O&M	operation and maintenance
Pathogens	Microorganisms that can cause disease in other organisms or humans, animals, and plants. Pathogens include bacteria, viruses, fungi, or parasites found in sewage, in runoff from farms or city streets, and in water used for swimming. Pathogens can be present in municipal, industrial, and nonpoint source discharges.
Peak flow	The maximum flow expected to enter a facility.
Pump station	A pump station is used when sewer trunk lines have conveyed flows to a low-lying area. The pump station lifts the wastewater up to a point where it can flow by gravity to a wastewater treatment plant or another pump station
PVC	polyvinyl chloride pipe
Raw sewage	Untreated wastewater.
RCW	Revised Code of Washington
Sewer Basin / Zone	The land area tributary to a collection system point that includes all sources of the wastewater at issue.
Side sewer	A privately owned and maintained sewer which connects the plumbing system of the building to the public sewer pipes.
State Environmental Policy Act (SEPA)	A state law (Chapter 43.21C RCW) that requires state agencies and local governments to consider environmental impacts when making decisions about certain activities, such as development proposals over a certain size, and comprehensive plans. As part of this process, environmental impacts are documented and opportunities for public comment are provided.
SVCA	Sudden Valley Community Association
Telemeter	To transmit to a distant receiving station by radio or other electronic means.
TMDL	total maximum daily load
Treatment	Chemical, biological, or mechanical procedures applied to industrial or municipal wastewater or to other sources of contamination to remove, reduce, or neutralize contaminants.

GLOSSARY OF TERMS, ACRONYMS AND ABBREVIATIONS

Trunk sewer	This is a larger pipe in which smaller branch and submain sewers are connected. It may also be called a main sewer.
UGA	Urban Growth Area
ULID	Utility Local Improvement District
WAC	Washington Administrative Code
Wastewater collection system	The piping and pumping system used for the collection and conveyance of domestic, commercial, and industrial wastewater.
Water quality criteria	Standards used to protect of water for drinking, swimming, raising fish, farming or industrial use.
Watershed	Lake Whatcom Watershed
Wastewater Treatment Plant (WWTP)	An Ecology-permitted water pollution control facility intended to remove pollutants from wastewater and provide disinfection before discharge.
WCC	Whatcom County Code
WDFW	Washington Department of Fish and Wildlife

I. BACKGROUND

A. Scope and Objective of Update

1. General

This updated Comprehensive Sewer Plan for Lake Whatcom Water and Sewer District (District) has been prepared at the request of the District Board of Commissioners and in accordance with the Washington State Department of Ecology (Ecology) guidelines as presented in Washington Administrative Code (WAC) 173-240-050.

In accordance with Revised Code of Washington (RCW) 57.16.010, the District's Comprehensive Sewer Plan is submitted to the following persons and/or agencies for review and approval:

- Washington State Department of Ecology
- Director, Whatcom County Health Department
- County Engineer, Whatcom County Public Works Department
- Whatcom County Council

2. Scope and Objective

The purpose of this report is to provide a comprehensive overview of the existing sewage installations and treatment facilities operated and maintained by Lake Whatcom Water and Sewer District. In addition, this report addresses potential future facilities development and projected population growth.

This report will cover the following topics:

- system owner/operator information,
- sewer system layout including a description of the existing system boundaries,
- description of existing collection facilities including recently completed improvements,
- discussion of development trends within sewer district boundaries,
- discussion of existing and future collection and treatment issues such as existing and future sewer flows, and infiltration/inflow (I&I),
- discussion of sewer rate structure and revenue planning,
- discussion of present and future development alternatives within the district boundaries,
- outline of future improvement projects within the District.

3. Overview of Growth Management Implications on this Sewer Plan Update

This update of the Comprehensive Sewer Plan for the District seeks to comply with the Whatcom County Comprehensive Plan, Whatcom County Code 20.82.030(4), and the requirements of the Washington State Growth Management Act (GMA), Chapter 36.70A RCW.

I. BACKGROUND

The primary reasons for Lake Whatcom Water and Sewer District to update its plan at this time are:

- to ensure compliance with RCW requiring regular updates,
- to incorporate capital improvements made in the last several years,
- to outline and update the District's Capital Improvement Plan, and
- to ensure the District's ability to set and collect appropriate General Facilities Charges (i.e. connection charges) and sewer service charges for all District facilities.

The District owns and operates wastewater facilities in unincorporated Whatcom County. The District boundary includes the area around Lake Whatcom that is not part of the City of Bellingham. The District operates collection systems on both the north and south shore of Lake Whatcom and now has twenty-six sewer pump stations (after replacing Country Club Pump Station with a gravity main and decommissioning the pump station in 2019), all located in Whatcom County.

Whatcom County is the land-use planning and permitting authority for the District area. Whatcom County Comprehensive Plan Policy 5T-1 is to "Discourage extension of sewer lines in areas not designated as urban growth areas or Rural Communities, except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development" (see also Policy 2EE-4). Although not presently permitted under GMA or by its current comprehensive plan, Whatcom County previously approved development and lot creation at urban densities around Lake Whatcom, both inside and outside of what are now designated as urban growth areas (UGAs) and limited areas of more intense rural development (LAMIRDs, Whatcom County Code [WCC] 20.80.100). This Comprehensive Sewer Plan endeavors to be consistent with the provisions contained in the Whatcom County Comprehensive Plan and Whatcom County Code 20.82.030(4). However, the forecasting included in this Plan is based on the District's judgment that, where such residential development already exists or is permitted under previous Whatcom County subdivision and development approvals, these urban-density properties should be connected to public sewers and on-site septic systems (OSS) should not be allowed.

In accordance with the District's Administrative Code, properties that lie within the District's boundaries are generally required to connect to the sewer if the property lies within 200 feet of the public sewer and is inside of a UGA or LAMIRD, or within 150 feet of the public sewer and is outside of a UGA or LAMIRD.

B. System Owner/Operator Information

1. District Office Location and Governing Information

The sewer collection facilities covered in this report are owned and operated by:

Lake Whatcom Water and Sewer District (formerly Whatcom County Water District 10)
1220 Lakeway Drive
Bellingham, Washington 98229
(360) 734-9224 – Office Telephone
(360) 738-8250 – Office Fax

I. BACKGROUND

The District is administered by a five-person Board of Commissioners (Board) who are each elected to six (6) year terms. This Board meets twice monthly and holds special sessions as the need arises.

2. District Operations Information

The District is responsible for planning, construction, operation and maintenance of all public sewer facilities within the District's boundaries around Lake Whatcom, Washington. In addition, the District is responsible for operation and maintenance of a 10-inch force main and a 12-inch force main and several gravity mains operating between the District's sewer collection system and the City of Bellingham's sewer collection system for transport to the City's Post Point Wastewater Treatment Plant. The operations and maintenance of the District's facilities is overseen by the General Manager who works with a support staff consisting of an Assistant General Manager/Engineer, Finance Manager, Operations and Maintenance Manager, and six other office administrative / technical staff members. The field crew consists of an additional eight employees. The District contracts for legal counsel, consulting engineers, and auditors. The District operates out of their office at 1220 Lakeway Drive, and their maintenance facility at 1010 Lakeview Street, Bellingham, Washington.

C. Existing District Boundaries and Sewer System Locations

1. General District Boundary Information

Lake Whatcom Water and Sewer District (formerly Whatcom County Water District No. 10) was originally formed in November 1968 to provide sewer service to the residences around Lake Whatcom that were not already served by the City of Bellingham. In 1971 a sewer interceptor between Sudden Valley and Geneva was constructed to transport sewage to the City of Bellingham for treatment. At the same time, a series of utility local improvement districts (ULID Nos. 1-5) were established in Geneva and Edgewater Lane (on North Shore) for the construction of branch collector sewers. Collector sewers and pump stations were installed in Sudden Valley as each platted Division was developed. Subsequent to formation, the District assumed control and operation of the Sudden Valley Development water and sewer system on January 1, 1977, and of the Geneva Water Corporation July 1, 1977.

In the late 1970s, the District helped establish two utility local improvement districts (ULID No. 11 and ULID No. 16) and constructed the majority of the North Shore Sewer System. These two ULIDs financed the main interceptor and pump stations. Developer extension agreements have expanded the sewer collection system to include the Eagleridge, Agate Heights, and Edgewood subdivisions.

The District boundary includes areas in southwestern Whatcom County which are situated around and/or in the immediate vicinity of Lake Whatcom. The extent of the District's existing boundaries is detailed on Exhibit A.

Lake Whatcom Water and Sewer District can be divided into the following three main components for the purpose of analyzing its wastewater systems:

I. BACKGROUND

- a. Sudden Valley - Geneva Collection System – The District owns and operates a wastewater collection and force main transport system on the south-west shore of Lake Whatcom serving the Geneva area, the Sudden Valley Divisions and adjacent areas.
- b. North Shore Collection System – The District owns and operates a wastewater collection and force main transport system on the north and north-east shore of Lake Whatcom serving many of the properties along Northshore Drive outside of City of Bellingham city limits. There are approximately 100 residences on septic systems within 200 feet of Lake Whatcom that are within the District’s boundary but beyond the extents of the existing wastewater collection and force main transport system.
- c. South Bay / Blue Canyon Study Area – This area is included within the District’s official boundary and encompasses the area adjacent to the southern end of Lake Whatcom. The District does not currently provide water or sewer service to the existing developed properties in the South Bay / Blue Canyon Study Area, so all rely on septic systems and wells or lake draws for drinking water. In late 2006, the District was approached by a developer interested in sewer service in this Study Area, and a feasibility study was completed. The study was incorporated in the District’s 2008 Comprehensive Sewer Plan because it includes an area-wide analysis with comprehensive planning information. Because the Growth Management Act limits sewer extensions outside of defined urban areas, the District is not actively pursuing extending service to the South Bay / Blue Canyon Study Area, which is not a designated UGA or LAMIRD, as allowed under WCC 20.80.100, in the Whatcom County Comprehensive Plan. However, extending sewer service to already-built areas in the Lake Whatcom watershed is one approach to reducing phosphorus and/or bacteria loading and would support the Lake Whatcom total maximum daily load (TMDL) reduction goals.

More information on the topography, geology, hydrology and soils of each area can be found in Section VII, Exhibit N - Study Area Characteristics.

2. Public Water System Information

The District owns and operates public water systems within its boundaries in Whatcom County. The District’s Water System Comprehensive Plan was approved by the Washington State Department of Health (DOH) on October 3, 2018 and by Whatcom County Health Department March 2018.

There are several small Group A and Group B water systems that also operate within the District’s boundaries which are shown in Exhibit H.

The District operates sewer collection and transmission facilities only. The District does not have existing domestic wastewater treatment facilities, nor is it proposing any new domestic wastewater treatment facilities. Therefore, it is not necessary to include a discussion or map of the relationship between the location of existing private and public wells, other sources of water supply, and water distribution structures and domestic wastewater treatment facilities in this sewer plan.

II. EXISTING FACILITIES

A. Wastewater Collection and Delivery System

This section describes and analyzes the existing District facilities which are divided into two service areas:

- Sudden Valley - Geneva Collection System;
- North Shore Collection System.

Analysis of the existing and future projected wastewater flows for the system, as well as a discussion of the system inflow and infiltration, is included. Hydraulic modeling of both service areas was also performed and discussion is included.

1. Sudden Valley – Geneva Collection System

a) System Description

Originally put into service between 1970 and 1975, the Sudden Valley sewer collection system consists of 6-inch to 10-inch gravity lateral sewers feeding either the interceptor system along Lake Whatcom Boulevard (LWB) or the Lake Louise Road (LLR) interceptor with lift stations, pump stations and force mains. This system provides sewage collection for all service connections inside the Sudden Valley subdivisions and delivers this wastewater via either the LWB interceptor or the LLR interceptor to the City of Bellingham for treatment. The Geneva sewer collection system consists of 6-inch to 10-inch gravity lateral sewers feeding the LWB interceptor. Each sewer lift station or pump station installation is comprised of a wet well, dry-pit or top-mounted pumping equipment, local pump station controls and telemetry communication system. In addition, fourteen lift stations are connected to emergency backup generators to ensure normal pump station operation in the event of a power outage. The remaining lift stations are equipped with onsite generator receptacle outlets for connection to the District's portable generators in the event of a power outage and Camp Firwood PS has an automatic transfer switch with a dedicated portable generator on site Fall through Spring.

Table 1 summarizes the collection and delivery system components for the Sudden Valley - Geneva Collection System. Reference Exhibits B-1 to B-3 for additional information and mapping for this system.

II. EXISTING FACILITIES

Table 1: Sudden Valley - Geneva Collection System - Component Listing

System Component	Approximate Quantity
Sewer Manholes	1,790
Sewer Lift Stations	23
SV Sewer Detention Basin	1 @ 725,000 gallon capacity
4-inch Force Main	4,920 LF
6-inch Force Main	4,665 LF
8-inch Force Main	6,625 LF
10-inch Force Main	20,380 LF
12-inch Force Main	28,135 LF
15-inch Force Main	160 LF
6-inch Gravity Branch Sewer	13,275 LF
8-inch Gravity Branch Sewer	298,779 LF
10-inch Gravity Branch/Interceptor Sewer	8,620 LF
12-inch Gravity Sewer Interceptor	4,810 LF
14-inch Gravity Sewer Interceptor	5,090 LF
Total LF of Pipe	395,459 LF

The District has completed several improvement projects included in the previous Comprehensive Plan. These included smoke testing and video inspection to find leaks or illicit connections, spot repairs of leaking gravity mains, and grouting of leaking manholes. Over the past several years the District has installed manhole inserts (dishes) in areas with a high risk of flooding or surface water flow to reduce inflow into the collection system.

Additionally, the District has an ongoing program to upgrade its aging sewer lift stations. For some, the equipment has been completely replaced (including wet wells); others have been upgraded with new pump impellers and refurbished motors, and one has been taken out of service having been replaced by a gravity main. Table 2 lists the pump stations that have been upgraded since 2014.

Table 2: Sudden Valley-Geneva Collection System – Sewer Lift Station Upgrades Completed

Sewer Lift Station	Upgrade Description
Strawberry Point Pump Station (2016)	Smith & Loveless top-mounted pump station converted to a submersible pump station with new duplex pumps, increased capacity, new controls and telemetry, and wetwell rehabilitation.
Par Pump Station (2018)	Smith & Loveless top-mounted pump station converted to a submersible pump station with new duplex pumps, VFDs, controls and telemetry, wetwell rehabilitation and relocated emergency generator receptacle for easier access adjacent to the road.
Geneva Pump Station (2019)	Smith & Loveless top-mounted pump station converted to a submersible pump station with new duplex pumps, controls, power service, telemetry, wetwell rehabilitation and new standby generator.

II. EXISTING FACILITIES

Sudden Valley Pump Station (2016)	Replaced level transmitters with new submersible level transmitter and radar level transmitters for redundant wetwell level monitoring.
Beaver Pump Station (2018)	Replaced level transmitters with new submersible level transmitter and radar level transmitters for redundant wetwell level monitoring.
Flat Car Pump Station (2017)	Emergency bypass pipe and fittings procured and stored at the pump station for emergency redirection of flow from Flat Car to Sudden Valley Pump Station for maintenance and repairs of Beaver Pump Station and Lake Louise Road Interceptor.
(2018)	Replaced level transmitters with new submersible level transmitter and radar level transmitters for redundant wetwell level monitoring.
Strawberry Canyon Pump Station (2017)	New standby generator, I&I repairs and re-route of the overflow path of existing 500,000 gallon water reservoir out of this basin, because an overflow would inundate the station in the event of an overflow.
Lowe Pump Station (2018)	Replace aging Rotophase unit with VFDs.
Marina & Tomb Pump Stations (2016)	New standby generator (operates both pump stations).
Airport Generator (2019)	New standby generator.
Country Club Pump Station (2019)	New gravity sewer main installed by HDD methods enabled removal of pump station.
Camp Firwood Pump Station (2018)	New automatic transfer switch to operate a seasonally-dedicated towable generator.

The District has also completed several other projects that add to the operational flexibility of the sewer system. Table 3 lists the projects that have been completed since 2014.

Table 3: Sudden Valley-Geneva Collection System –Sewer System Projects Completed

	Upgrade Description
Sewer Capacity, Management, Operations and Maintenance (CMOM) Projects (on-going)	Smoke testing, pressure grouting and cure-in-place pipe (CIPP) repairs.
Whatcom Falls Manhole Sewer Rehab (2016)	Replaced a deteriorating 48-inch diameter sewer manhole in Whatcom Falls Park with a new 60-inch manhole with fiberglass reinforced plastic (FRP) liner and connecting piping.
Sewer Push Camera (2018)	The District purchased a portable sewer push camera for use in small diameter, 4 and 6-inch, pipes. This camera supplements the District's camera van inspection system.

II. EXISTING FACILITIES

Lake Whatcom Boulevard Interceptor Valve (2017)	Install gate valve inside an existing sewer manhole to allow for flow control of North Point Pump Station during wet weather events. Closing this valve routes North Point Pump Station flows through the Lake Louise Road Interceptor, allowing Airport Pump Station to pump without competing with North Point pumps.
Compulsory Sewer Connections (on-going)	Project compelled several single family residences with on-site sewage disposal systems to connect to public sewer. Additional compulsory sewer connections ongoing.
Backhoe (2019)	The District purchased a new CAT 420F2 HRC Backhoe to aid in ongoing operations and maintenance projects.
Vac Trucks (used - 2014; new - 2020)	The District purchased a used VacCon V390LHA and a new Vactor 2100-I to aid in ongoing operations and maintenance projects.
Boom Truck (2013)	The District purchased a new F-550 with Liftmoore crane to aid in ongoing operations and maintenance projects. (2013)

b) Inflow and Infiltration

As stated previously, the Sudden Valley- Geneva sewer collection system consists of 6-inch to 12-inch gravity lateral sewers feeding either of two interceptor systems with lift stations and force mains. The District regularly conducts video inspections of the gravity sewers to determine locations and severity of inflow and infiltration, and schedule repairs. The District has also completed projects in the South Shore collection system to reduce I&I including installing manhole dishes in areas of high surface inflow, and smoke testing to look for areas of likely I&I and illegal drain connections.

Previous analyses of the District's I&I were based on the evaluation criteria outlined in the Sewer System Infrastructure Analysis and Rehabilitation Handbook (EPA/625/6-91/030) for construction grant applicants:

"No further I/I analysis will be necessary if domestic wastewater plus non-excessive infiltration does not exceed **120 gallons per capita per day (gpcd)** during periods of high groundwater. The total daily flow during a storm should not exceed **275 gpcd**, and there should be no operational problems such as surcharges, bypasses or poor treatment performance resulting from hydraulic overloading of the treatment works during storm events."

The results of the 2011-2012 I&I analyses indicated that the Sudden Valley- Geneva sewer collection system inflow and infiltration rates were substantially lower than the EPA criteria. During periods of high groundwater, the domestic wastewater plus non-excessive infiltration ranged from 69-73 gpcd and did not exceed 120 gpcd. The

II. EXISTING FACILITIES

total daily flow during a storm ranged from 169-174 gpcd and did not exceed 275 gpcd. The total daily flow during dry weather/no rain ranged from 56-60 gpcd.

While the South Shore I&I levels are within the EPA's guidelines, the District recognizes that I&I is an ongoing, costly issue. The District continues to search for sources of I&I and has developed a methodology using sewer flow meters and historical pump run times from its SCADA system to identify problem sewer basins by the excess flows when compared to the driest month (typically August). These areas are targeted for video inspection or smoke testing to identify non-compliant connections and/or specific problems that can then be included in a repair contract.

In 2019 the District purchased a portable weir for fitting inside 8-inch sewer mains. The weir is a Thel-Mar volumetric weir that can be used to analyze changes in flowrates comparing dry weather flows to flows during rain events. The weir will be deployed in targeted locations in an effort to narrow the areas for video inspection or smoke testing.

The I&I analysis and calculations based on pump run times is included in Exhibit C.

c) Existing Wastewater Flows

As of October 2019, the District provides sewer service to approximately 3,653 customers within the Sudden Valley-Geneva Collection System. All residential service connections are un-metered and based upon a usage assessment of one (1) equivalent residential unit (ERU) per connection. The non-residential connections (schools, camps, strip mall, etc.) are charged based on the number of equivalent residential units the facility represents, as determined by the District's Administrative Code. The number of ERUs served by the District within the Sudden Valley-Geneva Collection System is 3,953 (October 2019). Based on data from January 2018 – September 2019, monthly influent flows through the meters from the Sudden Valley-Geneva Collection System have averaged 20.6 million gallons per month, or about 705,000 gallons per day. The average daily flow per existing ERU is approximately 179 gallons per day including inflow and infiltration, or **67** gpcd (at **2.67** residents per ERU). The same data set yields a minimum month average daily flow per existing ERU of approximately 111 gallons per day, or **40** gpcd, and a maximum month average daily flow per existing ERU of approximately 298 gallons per day, or 111 gpcd. See Table 4 below.

The District's contract with the City of Bellingham specifies a maximum flow rate which is discussed in detail in Section C - City of Bellingham Wastewater Treatment Plant, 1. Wastewater Treatment Agreement. The District operates within those contract limits.

d) Future Projected Wastewater Flows

To finance the construction of the Lake Louise Road Interceptor project, the District formed Utility Local Improvement District (ULID) 18. All vacant properties within the Geneva and Sudden Valley "urban growth areas" (UGAs)¹ were included in the

¹ Sudden Valley was later defined as a Limited Area of More Intense Development (LAMIRD).

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benefit area unless the property owner “opted out” and restricted the property from development for twenty-five years (ending in 2028). Properties not included in the UGAs but abutting the benefit area and the project improvements were allowed to “opt-in”. Of the 1,100 parcels originally restricted, approximately 50 are “vacant” and not combined with other parcels or otherwise permanently restricted per recent Whatcom County assessor data. These 50 vested properties could potentially be developed starting in 2028. These numbers should be revisited and possibly adjusted as the restriction period draws to an end in 2028.

There are approximately 640 vacant parcels close enough to connect to existing sewer mains in the Sudden Valley-Geneva Collection System boundaries. See Table 4 below for existing and buildout projections.

Although projected wastewater flows were previously calculated the two ways – using the South Shore flow meter data and using industry-standard rates –the two numbers were diverging. The metered data shows a decrease in flows per ERU from 195 GPD to 180 GPD. The industry standard uses 100 GPD per person, and the number of persons per household has increased from 2.6 to 2.67². The design standard would then be 267 GPD per ERU, which is 48% higher than the number derived from the metered data. The District has elected to use the metered data since it is a more accurate representation of actual conditions.

Based on the annual average metered wastewater flows, and a peak wastewater flow calculated using a peaking factor, Sudden Valley-Geneva Collection System is projected to have the following average and peak daily flows:

² Sudden Valley and Geneva, 2017 American Community Survey by the U.S. Census Bureau, weighted average

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Table 4: Sudden Valley-Geneva Study Area – Population / Flow Projections

Study Area: Sudden Valley / Geneva	LWWSD Existing (2019)	Whatcom County Projections** Year-2036	LWWSD Projections 20 years – 2039 (@15 ERU/year*)	LWWSD Projections Full build-out ***
Equivalent Residential Units ERUs* (Service connections)	3,953 (3,653)	Households : 4,304	4,253 (3,953)	4,657 (4,357)
Population Estimate (2.67 residents per service)	10,555	11,147 (@ 2.59persons /household)	11,356	12,434
Projected Average Daily Flow (GPD): Flow Meter Average - 180 GPD per ERU	711,540 GPD	774,720 GPD	765,540 GPD	838,260 GPD
Projected Peak Daily Flow (GPM): Flow Meter Average x 3 Peaking Factor	1,482 GPM	1,614 GPM	1,595 GPM	1,746 GPM

* For most future growth, assume 1 connection = 1 ERU. Vacant parcels larger than 5 acres were allocated 1 ERU/5 acres.

** Based on Whatcom County Comprehensive Plan Update FEIS (November 2015) Appendix E: Preferred Alternative Allocations by Service Provider. Assumes a 90%/10% split between South Shore and North Shore service areas; does not allocate any households to South Bay / Blue Canyon.

*** Reduction includes permanently restricted lots, substandard lots with adjacent ownership, shorelands, etc.

It should be noted that the population and connection projections used for this report will not exactly match projections made by the City of Bellingham or Whatcom County, primarily because the sewer service area boundaries are different than the boundaries used by the City and County. In addition, sewer planning analyses typically “round up” when determining potential connections to avoid future capacity issues, while the City’s Annual Build-out Analysis always “rounds down”, but counts all vacant parcels without making any determination regarding whether they are viable parcels for development.

e) Hydraulic Modeling

Hydraulic modeling of portions of the South Shore collection system trunk mains was performed for the District’s Comprehensive Sewer Plan - 2014 Update to evaluate capacity during peak hourly wet weather flow conditions. The physical model network consisted of the Sudden Valley Pump Station, LWBI force main, LWBI gravity main, and Cable Street Pump Station. The South Shore model was used to simulate several operational scenarios that the District typically uses. Conditions have not materially changed and the previous results are still valid and are summarized below. (The Lake Louise Road Interceptor design in 2001 sufficiently addressed the various operating scenarios through build-out conditions).

Hydraulic modeling of the Lake Whatcom Boulevard Interceptor (LWBI) trunk main portion of the South Shore system was performed to evaluate capacity for multiple operational scenarios during peak hourly wet weather flow conditions. This full analysis can be found in Exhibit D of the 2014 Comprehensive Sewer Plan Update.

II. EXISTING FACILITIES

The standard District operating mode sends the flow from the Sudden Valley Pump Station (via Flat Car PS) to the Lake Louise Road Interceptor (LLRI) – the former “High Energy” scenario – because of the lack of sufficient capacity in the LWBI. The schematic for this standard operating mode is shown in Exhibit E-1.

The District maintains the capability to send flows from the Sudden Valley Pump Station and the Flat Car Pump Station to the LWBI. This operating mode is used only during dry weather and mainly to facilitate maintenance on the LLRI and its associated facilities (Flat Car and Beaver Pump Stations). This reverse mode was used during the reconstruction of the Whatcom Falls sewer manhole, which is the discharge location of the LLRI into the City of Bellingham’s sewer collection system. The schematic for this reverse operating mode is shown in Exhibit E-2.

The previous model simulations identified capacity limitations in the LWBI under future (build-out) conditions and the current operating scenario (Exhibit E-1). LWBI does not have capacity for this scenario (flooding manholes and many pipes at or above capacity). Previous simulations indicate that manhole flooding along Lake Whatcom Boulevard occurs at 1,190 gpm, which is less than what is needed for buildout. One option previously identified to address this shortfall is to re-route flows from North Point PS to flow south to Sudden Valley PS, and to the LLRI instead of north to the LWBI (see Exhibit E-3). This scenario was modeled to see if there was a sufficient diversion of flows to eliminate the capacity issues.

The results indicate that by re-routing the North Point flows, the manhole flooding is eliminated. Several pipes still show that they would be at capacity, but this model did not update the flow loads to account for any reduction in residential flows since 2014. This analysis will be revisited with updated residential flows as the system gets close to having 1,190 gpm in the LWBI. More details regarding this supplemental hydraulic modeling are included in the attached Supplemental Hydraulic Analysis Technical Memorandum (Exhibit D).

2. North Shore Collection System

a) System Description

Originally put into service between 1975 and 1977, the North Shore sewer collection system consists of 6-inch to 10-inch gravity lateral sewers feeding the North Shore Road interceptor system with lift stations and force mains. This system provides sewage collection for service connections along North Shore Road and in the Eagleridge, Dellesta Park, Agate Heights, Edgewood and Georgia Point subdivisions. This wastewater is delivered to the City of Bellingham for treatment. Each lift station installation is comprised of a wet well, dry-pit or top-mounted pumping equipment, local pump station controls and telemetry communication system. One lift station is connected to an emergency backup generator to ensure normal pump station operation in the event of a power outage. The other two lift stations are equipped with onsite generator receptacle outlets for connection to the District’s portable generators in the event of a power outage.

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Table 5 summarizes the collection and delivery system components for the North Shore Collection System. Reference Exhibit B-4 for additional information and mapping for this system.

Table 5: North Shore Collection System - Component Listing

System Component	Approximate Quantity
Sewer Manholes	152
Sewer Lift Stations	3
4-inch Force Main	1,053 LF
8-inch Force Main	5,781 LF
6-inch Gravity Branch Sewer	402 LF
8-inch Gravity Branch /Interceptor Sewer	16,654 LF
10-inch Gravity Branch/Interceptor Sewer	7,292 LF
12-inch Gravity Sewer Interceptor	2,059 LF
15-inch Gravity Sewer Interceptor	5,838 LF
16-inch Gravity Sewer Interceptor	1,087 LF
Total LF of Pipe	40,166 LF

The District has also completed several projects associated with the North Shore sewer system. Table 6 lists the projects that have been completed since 2014.

Table 6: North Shore Sewer System – Projects Completed

Projects	Description
Dellesta Pump Station (Construction - 2020)	90% design and permitting complete for future pump station upgrades.
Edgewater Pump Station (Construction - 2020)	90% design and permitting complete for future pump station upgrades.
North Shore Sewer Force Main Protection (2019)	Project encased a sewer force main exposed in an existing creek bed and raised stream bed with fill and cobbles to further protect pipe and facilitate fish passage.
North Shore Sewer Extension Preliminary Investigation (2015-2017)	Preliminary investigation to determine feasibility of sewer extension to connect existing on-site septic systems.
North Shore Water Sampling (2017)	Study conducted by Herrera Environmental Consultants to determine if on-site sewage systems around Lake Whatcom impacts the water quality of Lake Whatcom. (See Exhibit M).

b) Inflow and Infiltration

As stated previously, the North Shore sewer collection system consists of 8-inch-10-inch gravity lateral sewers feeding an interceptor system with lift stations and force mains. The District regularly conducts video inspections of the gravity sewers to determine locations and severity of inflow and infiltration.

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Previous analyses of the District's I&I were based on the evaluation criteria outlined in the Sewer System Infrastructure Analysis and Rehabilitation Handbook (EPA/625/6-91/030) for construction grant applicants:

"No further I/I analysis will be necessary if domestic wastewater plus non-excessive infiltration does not exceed **120 gallons per capita per day (gpcd)** during periods of high groundwater. The total daily flow during a storm should not exceed **275 gpcd**, and there should be no operational problems such as surcharges, bypasses or poor treatment performance resulting from hydraulic overloading of the treatment works during storm events."

The results of the 2011-2012 I&I analyses indicated that the North Shore sewer collection system inflow and infiltration rates were substantially lower than the EPA criteria. During periods of high groundwater, the domestic wastewater plus non-excessive infiltration ranged from 58-86 gpcd and did not exceed 120 gpcd. The total daily flow during a storm ranged from 102-145 gpcd and did not exceed 275 gpcd. The total daily flow during dry weather/no rain ranged from 57-66 gpcd.

While the North Shore I&I levels are within the EPA's guidelines, the District recognizes that I&I is an ongoing, costly issue. The District continues to search for sources of I&I and has developed a methodology using historical pump run times from its SCADA system to identify problem sewer basins by the excess flows when compared to the driest month (typically August). These areas are targeted for video inspection smoke testing to identify specific problems that can then be included in a repair contract.

As noted previously, the I&I analysis and calculations based on metered flows and pump run times is included in Exhibit C.

c) Existing Wastewater Flows

As of October 2019, the District provides sewer service to approximately 366 customers within the North Shore Collection System. All residential service connections are un-metered and based upon a usage assessment of one (1) equivalent residential unit (ERU) per connection. The non-residential connections (residential treatment center, Agate Bay Trailer Park) are charged based on the number of equivalent residential units the facility represents, as determined by the Uniform Plumbing Code fixture count method. The number of ERUs served by the District within the North Shore Collection System is 391 (October 2019). Based on data from January 2018 – September 2019, monthly influent flows through the meters from the North Shore Collection System have averaged 1.9 million gallons per month, or about 65,600 gallons per day. The average daily flow per existing ERU is approximately 170 gallons per day including inflow and infiltration, or 67 gpcd (at 2.55 residents per ERU). The same data set yields an average minimum daily flow per existing ERU of approximately 105 gallons per day, or 41 gpcd, and an average maximum daily flow per existing ERU of approximately 264 gallons per day, or 104 gpcd. See Table 7 below.

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The District's contract with the City of Bellingham specifies a maximum flow rate which is discussed in detail in Section C - City of Bellingham Wastewater Treatment Plant, 1. Wastewater Treatment Agreement. The District operates within those contract limits.

d) Future Projected Wastewater Flows

Continuing efforts by Whatcom County and the City of Bellingham have substantially reduced the potential density and developable land in the North Shore service area from what had been envisioned when the sewer collector system was designed. The County has down-zoned the area to a 5-acre minimum parcel size for any new subdivision of property. There have also been numerous land purchases and development restrictions by the City and others in the North Shore service area.

There are approximately 50-170 potential additional connections to the North Shore Collection System for an estimated 528 connections (553 ERUs) at build-out. These potential additional connections consist of previously created lots suitable for residential development under current land use regulations that are near existing sewers and existing residential development served by on-site septic systems near Lake Whatcom that could be served by sewer extensions should they be permitted in the future.

Although projected wastewater flows were previously calculated in two ways – using the North Shore flow meter data and using industry-standard rates –the two numbers were diverging. The metered data shows a decrease in flows per ERU from 180 GPD to 168 GPD. The industry standard uses 100 GPD per person, and the number of persons per household has increased from 2.5 to 2.55³. The design standard would then be 255 GPD per ERU, which is 50% higher than the number derived from the metered data. The District has elected to use the metered data since it is a more accurate representation of actual conditions.

The numbers presented below are the existing and projected flows for the North Shore Collection System. As discussed above, the projected flows are based on the metered data and assumes an average daily wastewater flow per ERU of 168 gallons and a peak daily wastewater flow per ERU of 672 gallons (4 times average daily flow). The twenty-year projection is based on a growth rate of 1 ERU/year, which is representative of the actual growth of recent years. The build-out projection includes the 100-125 properties at the east end of Northshore Road that currently do not have sewer available. See Table 7 below.

³ Whatcom County, 2017 American Community Survey by the U.S. Census Bureau

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Table 7: North Shore Study Area – Population / Flow Projections

Study Area: North Shore	LWWSD Existing (2019)	Whatcom County Projections** Year-2036	LWWSD Projections 20 years – 2039 (@1 ERU/year*)	LWWSD Projections Full build- out***
Equivalent Residential Units ERUs* (Service connections)	391 (366)	Households: 478	411 (386)	553 (528)
Population Estimate (2.55 residents per service)	977	1,239 (@ 2.59persons /household)	1,048	1,410
Projected Average Daily Flow (GPD): Flow Meter Average - 170 GPD per ERU	65,688 GPD	80,304GPD	69,048 GPD	92,904 GPD
Projected Peak Daily Flow (GPM): Flow Meter Average x 4 Peaking Factor	182 GPM	223 GPM	192 GPM	258 GPM

* For all future growth, assume 1 connection = 1 ERU. No large user growth is anticipated.

** Based on Whatcom County Comprehensive Plan Update FEIS (November 2015) Appendix E: Preferred Alternative Allocations by Service Provider. Assumes a 90%/10% split between South Shore and North Shore service areas; does not allocate any households to South Bay.

*** Includes approximately 105 existing developed properties and 20 vacant properties at the east end of Northshore Road.

It should be noted that the population and connection projections used for this report will not exactly match projections made by the City of Bellingham or Whatcom County, primarily because the North Shore sewer service area boundaries are very different than the rural watershed area. In addition, sewer planning analyses typically “round up” when determining potential connections to avoid future capacity issues, while the City’s Annual Build-out Analysis always “rounds down”.

e) Hydraulic Modeling

Hydraulic modeling of the North Shore collection system trunk main was performed for the District’s Comprehensive Sewer Plan - 2014 Update to evaluate capacity during peak hourly wet weather flow conditions. Conditions have not changed and the previous results are still valid.

The following is a summary of the results of the modeling simulations of the North Shore collection system trunk main;

- Existing conditions – modeling indicates adequate capacity,
- Future (build-out) conditions – adequate capacity. However, the existing 4-inch meter and line could become enough of a restriction at high flows (350 gpm) to back up water and cause flooding at two shallow manholes upstream of the meter.

II. EXISTING FACILITIES

B. Pumping Facilities

1. Sudden Valley – Geneva Collection System

The Sudden Valley – Geneva Collection System is equipped with twenty-three (23) sewer pump stations which lift and transport wastewater collected out of Sudden Valley and around Lake Whatcom to the City of Bellingham. Reference Exhibit E-1 through E-3 for flow schematics and system layout of pump stations. District pump stations located in the Sudden Valley – Geneva Collection System are as follows:

- Afternoon Beach
- Airport
- Austin Creek
- Beaver
- Boulevard
- Cable St.
- Camp Firwood
- Euclid St
- Flat Car 2
- Geneva
- Lakewood
- Lake Louise
- Lowe St
- Marina Circle
- North Point
- Par
- Plum
- Ranch House
- Rocky Ridge
- Strawberry Canyon
- Strawberry Point
- Sudden Valley
- The Tomb

2. North Shore Collection System

The North Shore is equipped with three (3) sewer pump stations which lift and transport wastewater collected around Lake Whatcom to the City of Bellingham. Reference Exhibit F for flow schematic and system layout of pump stations. District pump stations located in the North Shore Collection System are as follows:

- Agate Bay
- Dellesta Park
- Edgewater

C. City of Bellingham Wastewater Treatment Plant

1. Wastewater Treatment Agreement

Since 1974, the District has contracted with the City of Bellingham to provide treatment and disposal of all wastewater originating from the District's collection facilities. In 2014, the District and the City negotiated an update to this contract at the request of the State Auditors' office. A copy of the Agreement is included in Exhibit G. Wastewater originating in the Sudden Valley- Geneva Collection System and the North Shore Collection System flow to the City of Bellingham's sewer collection system and then to its Post Point Wastewater Treatment Plant in Bellingham, Washington. The Agreement lists five points of connection to the City sewer system which include the following:

- Whatcom Falls Park (from Lake Louise Road Interceptor)
- Electric Avenue at Flynn Street (from Cable Street and Euclid force mains)

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- Euclid Avenue (from Euclid gravity main)
- Flynn Street (gravity flow from the Mill Wheel Park main)
- Northshore Road Meter (from Northshore Interceptor)

In 1999, the District constructed a 700,000 gallon detention basin adjacent to Sudden Valley Pump Station. Prior to the completion of the Lake Louise Road Interceptor and a general lifting of the sewer connection moratorium, the capacity of the detention basin allowed the District to issue 770 sewer connections in select areas. With the LLRI in service, the detention basin has been used for storing excess flows only during extremely severe storm events. The detention basin may be of use to provide flow equalization on the south shore during heavy storm events to assist the City of Bellingham in mitigating overflows from their sewer system, if the facility's capacity is not needed by the District.

2. Projected 20-Year Wastewater Flows

With the current building trends around Lake Whatcom and the density reduction efforts reducing build-out levels, the projection for 20-year growth is approximately 85% of the build-out values on the south shore and 88% on the north shore. The build-out levels should be revisited prior to 2028. Referencing the wastewater flow projections already outlined for the Sudden Valley - Geneva Collection System and the North Shore Collection System, the 20-year average daily and peak wastewater flows to the City of Bellingham WWTP are projected as follows:

District Wastewater Flows to the Bellingham WWTP - Projected 20-Year Flows

Average Daily Flow:	<u>0.75-0.9 million gallons per day,</u>
Peak Daily Flow:	<u>2.5-2.7 million gallons per day.</u>

District Wastewater Flows to the Bellingham WWTP - Projected Full Build-out Flows

Average Daily Flow:	<u>0.85-1.0 million gallons per day,</u>
Peak Daily Flow:	<u>2.8-3.0 million gallons per day.</u>

D. Industrial Wastewater-Producing Facilities within the District System

There are no existing industrial wastewater-producing facilities within the District's boundaries. At this time, the District's contract with the City prohibits the connection of any industrial wastewater-producing facilities.

III. FUTURE SEWER SERVICE REQUIREMENTS

While the current trend is towards density reduction, it is difficult to predict the rate at which new services will be requested, including how many of the properties restricted for 25 years under ULID 18 will be developed in the future. At this point, though, the District does not anticipate needing additional capacity from the City.

Potential developer extension/ULID facilities are not included in the Capital Improvement Plan (Exhibit K), because their occurrence is more speculative than the infrastructure improvement projects outlined in the future improvements section. Potential projects that the District is aware of are listed below. The District may only provide sewer service where it is legally possible to do so considering applicable County zoning and development regulations.

A. Potential Sewer Service in the Sudden Valley- Geneva Collection System

The District will consider extensions to the existing Sudden Valley-Geneva sewer collection system only on an “as-needed” basis in those areas within the District boundaries not presently served by the gravity sewer collection system (reference Exhibit A). At this time, the potential areas for sewer main extensions within this service area are areas outside of the UGA that have been developed with septic systems (Reference Exhibits J-1 to J-3).

1. Other Developer Extensions / Local Improvement Districts

The area south of the District maintenance facility (1010 Lakeview Street) was developed with septic systems and a common community drainfield. This area has about 20 properties and could potentially be connected to the District’s public sewer. The homeowners would either need to petition for a Local Improvement District or request approval for a Developer Extension Agreement. There are also several properties outside of a UGA or LAMIRD but within 150 feet of the Lake Louise Road Interceptor that could be connected to public sewer if requested or when their septic system has failed.

There are very few properties remaining in this service area that could be subdivided or grouped to create a development. For any new development requiring extension of sewer mains, the property owners will need to enter into a developer extension agreement with the District whereby the owner becomes responsible for all design, construction, and inspection costs associated with the new branch sewer line. At the time the new line goes into operation, the District will be granted ownership of, and operation and maintenance responsibilities for all new sewer facilities associated with the development.

It should be noted that, in accordance with the Interlocal Agreement for Sewer Services with the City of Bellingham, connection of any parcel created since 2005 to the District’s sewer system requires the approval of the City.

III. FUTURE SEWER SERVICE REQUIREMENTS

B. Potential Sewer Service in the North Shore Collection System

The District will consider extensions to the existing North Shore sewer collection system only on an “as-needed” basis in those areas within the District boundaries not presently served by the gravity sewer collection system. At this time, there are no active developer extension projects within this service area. The District has identified one area that has already been developed with on-site septic systems that may be a candidate in the future for a sewer extension (Reference Exhibit J-4 for a map of this extension).

1. North Shore Road ULID

There are approximately 105 existing homes on North Shore Road beyond the east end of the District’s sewer system. These homes have on-site septic systems and many are close to Lake Whatcom. These homes are not currently in a UGA or LAMIRD, however providing public sewers to these residences may be a cost-effective means of reducing the phosphorous and bacterial loading to Lake Whatcom. However, Whatcom County Code 20.82.030(4) states that “... Sewer lines shall not be extended to serve lots outside urban growth areas unless such extensions are shown to be necessary to protect basic public health and safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development...” In addition to the normal process of petitioning for a Utility Local Improvement District, a project to extend sewer here would require obtaining a Conditional Use Permit and approval of the Hearing Examiner if allowed under the restrictions set forth in WCC 20.82.030(4). A preliminary investigation about extending the District’s sewer service to this area was performed in 2015. The Technical Memorandum detailing the Northshore System Extension Preliminary Investigation is attached in Exhibit M.

There are very few properties remaining in the area that could be subdivided, or grouped to create a development. For any new development that would require extension of sewer mains, the property owners will be required to enter into a developer extension agreement with the District whereby the owner becomes responsible for all design, construction, and inspection costs associated with the new branch sewer line. At the time the new line goes into operation, the District will be granted ownership of, and operation and maintenance responsibilities for all new sewer facilities associated with the development.

It should be noted that, in accordance with the Interlocal Agreement for Sewer Services with the City of Bellingham, connection of any parcel created since 2005 to the District’s sewer system requires the approval of the City.

C. Potential Sewer Service in the South Bay / Blue Canyon Study Area

The District has no existing sewer facilities in the South Bay / Blue Canyon Study Area. The District will consider extending public sewer on an “as-needed” basis in those areas within the District boundaries. Extensions would be funded by developers requesting such extensions, or by LID/ULID should a petition of the affected population be submitted to the District. A feasibility study was prepared in 2006 that included this Study Area. The feasibility study was incorporated in the District’s 2008 Comprehensive Sewer Plan because it included an area-wide analysis with comprehensive planning information. However, since the details for the

III. FUTURE SEWER SERVICE REQUIREMENTS

implementation of serving this Study Area are not yet defined, facilities to service this area will be addressed in the future. Whatcom County Code 20.82.030(4) states that "... Sewer lines shall not be extended to serve lots outside urban growth areas unless such extensions are shown to be necessary to protect basic public health and safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development ...". A project to extend sewer here would require obtaining a Conditional Use Permit and approval of the Hearing Examiner if allowed under the restrictions set forth in WCC 20.82.030(4). Should a project proceed, additional analyses will be prepared and a facility plan / engineering report will be submitted for the requisite approvals.

IV. SEWER RATE STRUCTURE AND REVENUE PLANNING

A. Requirements for Connection to the District System

Sewer and/or water connections are available on a first come, first served basis where capacity exists. There is overall system capacity when the system as a whole has the capability to serve additional service connections. There may be localized areas in the system that are insufficient in size or are in too poor condition to allow local connections, but the system can still be considered to have overall system capacity.

The District has adopted a detailed policy regarding the requirements for connection to the District system for any new sewer customer or developer extension. This policy is defined in Section 3.4 of the District's Administrative Code. Properties connecting to the District's sewer system must also comply with all applicable County and State regulations including but not limited to building codes and stormwater regulations.

Generally, properties which lie within the District's boundaries are required to connect to the sewer if the property lies within 200 feet of the public sewer and is inside of a UGA or LAMIRD, or within 150 feet of the public sewer and is outside of a UGA or LAMIRD. Properties developed with on-site septic systems that subsequently have public sewer available, have five years to connect to the public sewer from the date when sewer service is available.

Additional sewer connection and service requirements can be found in Section 3.4 of the District's Administrative Code.

B. Revenue Planning

The District performs a review of the sewer rate schedule regularly to determine that these charges are sufficient to generate revenue to offset the cost of all necessary operation and maintenance of the District. In the event that this review indicates a necessary revision of user charges, the District promptly amends the rates by formal resolution of the board of commissioners.

In 2014, the District commissioned a water and sewer rate study to examine the District's rate structures. The purpose of the study was to provide recommendations regarding water and sewer rate adjustments aimed at bringing revenues in line with annual operating and capital obligations while utilizing surplus cash reserved in the District's general and capital funds. The District commissioned an update in 2016 and will contract for a full rate study in 2020.

The 2016 rate study update recommended continuing the 2.5% per year increases in the sewer fees for the 5 year analysis period (2017-2021).

In 2017, the District commissioned a separate study to make recommendations regarding the general facilities charge (GFC) to be charged to new customers connecting to the system. The

IV. SEWER RATE STRUCTURE AND REVENUE PLANNING

Board adopted increased GFCs that were based on the study recommendations for implementation in January 2018.

Recommendations from 2014 rate study and the 2016 update were implemented by the District and are reflected in the sewer rate information presented in the next section. The District will be obtaining an updated rate study in 2020.

C. Sewer Rate Structure

The District sewer service rates and charges outlined below shall be subject to change by resolution of the board of directors as conditions warrant.

1. Sewer Service Rates

The District bills bi-monthly for sewer service. The calculation of bi-monthly sewer charges is based on the assigned number of equivalent residential units (ERUs) for a particular customer.

Reference Exhibit I for a tabulation of the sewer rates in the current Master Fees and Charges Schedule for the District. Also included in this resolution are the rate adjustment schedules, through the year 2021, as recommended in the 2016 sewer rate study update commissioned by the District.

The rate increases will assure that the District is adequately recovering the true costs of running the system, including paying back of all existing and anticipated loan and bond funds. By adequately recovering the true costs for system operation and maintenance, the District staff will be able to perform adequate, routine maintenance activities which will add to the service life of the system. Additionally, implementing the recommended rate increases outlined in the rate study will allow the District to maintain the appropriate reserves required for emergencies, if revenues meet regular expenses.

2. General Facilities Connection Fee (GFC)

The 2019 General Facilities Connection Fee for sewer is \$7,919 per ERU (Item 28 of the Master Fees and Charges Schedule). Additional fees such as Latecomer fees may also apply. The District also charges fees for permit processing and inspection in accordance with the current Master Fees and Charges Schedule.

The Master Fees and Charges Schedule is incorporated here by reference. The current schedule is included in Exhibit I.

3. Cost per Service

The District's cost for sewer service recently has ranged from \$3,500,000 to \$4,850,000 and is projected to be \$4,838,000 this coming year (2020 Budget, in progress). This 2020 budget includes \$2,644,000 per year in operation and maintenance costs and debt service costs of \$643,000 per year. It also includes \$1,550,000 in System Reinvestment for capital projects and equipment replacement. Dividing these costs over the District's sewer Equivalent Residential Units (4,359 ERUs projected for 2020) yields the yearly cost per service listed in Table 8 below. Also included for reference are the Cost of Service for 2018 and 2019.

IV. SEWER RATE STRUCTURE AND REVENUE PLANNING

Table 8. Yearly Cost Per Sewer Service

Sewer Utility Cost of Service	2020 Budget Cost per ERU	2019 Projected Cost per ERU	2018 Actuals Cost per ERU
Debt service	\$ 148	\$ 149	\$ 150
O&M	\$ 607	\$ 572	\$ 554
System Reinvestment (Capital Projects, Equipment)	\$ 356	\$ 397	\$ 109
Sewer Utility Total	\$ 1,110	\$ 1,118	\$ 813

V. FUTURE IMPROVEMENT PROJECTS

A. Future Maintenance and Operational Improvements

1. Sewer Flushing Program

As part of the District's ongoing maintenance, certain gravity mains have been identified as requiring routine inspection and/or cleaning. The District utilizes a computer maintenance management system to track maintenance work performed and set automatic recurring tasks at an appropriate interval depending on historical maintenance needs of each main. When a main is re-inspected or maintenance is performed the interval period is refined as needed for the next future task to be automatically generated when due.

The availability of the Sudden Valley Detention Basin and the bypass connection allow the District to reverse the flow in the pressure section of the LWBI and send the majority of the flows to the Sudden Valley PS and then to the LLRI. With the reduced flows the District is able to flush the gravity sections without taking the LWBI off-line.

2. I&I Identification Program

Annual I&I Analyses

The District has an ongoing program to analyze sewer flow meter and pump station run-time data in an effort to isolate potential source locations of I&I so they can be further investigated using sewer video or smoke testing. See Exhibit C for the current I&I analysis report.

Sewer Videoing Program

The District has an ongoing sewer videoing program. As a part of the regular maintenance program for their facilities, the District will continue to video portions of the collector system annually in an effort to identify possible points of inflow and infiltration into the system. Areas to video are targeted based on pump run times (as an indication of I&I severity) and the majority of the video work is performed during the wet season in order to see active leaks. The District is also able to inspect manholes with the camera as they pass through them. If repair work is deemed necessary, the District will perform said work as part of their regular maintenance improvement program.

Targeted Smoke Testing Program

The District recently completed a system-wide smoke testing program within its collection systems to aid in identifying potential sources of inflow and infiltration within the system. As a part of the ongoing maintenance program for their facilities, the District will continue to smoke test targeted basins with higher inflow and infiltration rates looking for non-compliant connections in addition to faulty pipes. In the event that a non-compliant connection is found, the District will notify the property owner of their responsibility to remedy the situation. In the event that a significant, potential I&I source is identified through the smoke testing program, the District will follow-up with a CCTV camera inspection of the subject area to determine if repair work is required. If repair work is deemed necessary, the District will perform said work as part of their regular maintenance improvement program.

V. FUTURE IMPROVEMENT PROJECTS

B. Future Administrative, Financial and Planning Improvements

1. Hazard Mitigation Plan For District Wastewater Facilities

Since 2000, the Federal government has required local communities to have an approved mitigation plan in place to be eligible for the Hazard Mitigation Grant Program (HMGP) funds (44CFR201.6). Jurisdictions without an approved plan will not be eligible for future mitigation financial assistance. One strategy for the plan development is for local communities to work together to create a Multi-jurisdictional Hazard Mitigation Plan. This approach is advantageous and efficient in that a single, comprehensive plan would then address the concerns of all jurisdictions with the same countywide hazards. To that end, the District has, in conjunction with Whatcom County Division of Emergency Management, developed a hazard mitigation plan in compliance with federal requirements.

Adoption of this hazard mitigation plan ensures compliance with federal regulations. In addition, the development and adoption of an approved hazard mitigation plan ensures that the District is eligible for future mitigation financial assistance under the Hazard Mitigation Grant Program.

2. Update Existing Emergency Response Plan

Currently, the District has an existing Emergency Response Plan which outlines District priorities and activities in response to an emergency event such as; natural disasters, vandalism, catastrophic equipment failures, etc. As a part of this activity, the District will update the existing Emergency Response Plan, as necessary, to ensure compliance with applicable federal regulations and the requirements of the Department of Homeland Security. The District will continue to conduct emergency response training exercises and drills with staff to enhance emergency preparedness.

3. Maintenance Management Program Development

In 2002, the District began developing a system-wide Maintenance Management Program to move from reactive maintenance to preventative maintenance, better manage work flow processes, and aid in planning, administration, and operation and maintenance record keeping for the District's facilities. To date, the database and maps includes information regarding pipe size, material and lengths for water and sewer mains; schematic locations of District facilities including mains, manholes, pump stations, PRVs and reservoirs (water). Since 2002, maintenance activities have been logged in to the system as they are completed.

The District has completed adding the watershed boundary, customer billing information, and facility specifications. All sewer assets have installation dates and the District has completed inspections, mapping and overall condition index (OCI) determinations for most facilities in the Geneva and North Shore areas. As a part of this ongoing development program, the District will continue to augment and update the Maintenance Management program to include the following:

- a. parcel maps (working with Whatcom County),
- b. updated aerial photo layers (from Whatcom County),
- c. archival operation and maintenance record information, 80%complete
- d. link sewer main video inspections

V. FUTURE IMPROVEMENT PROJECTS

- e. facility inspections (manholes, sewer pump stations) - Sudden Valley
- f. mapping-grade GPS facility locations - Sudden Valley
- g. facility overall condition index (OCI) for manholes, mains, pump stations - Sudden Valley

4. Lake Whatcom Watershed Committee (WRIA 1)

As a part of this planning project, the District's Manager will participate in a steering and planning committee to look at watershed-wide issues affecting water quality for people and fish. The Committee will plan cooperative actions which will address the watershed water quality. This group process will result in more collaborative planning approach to water issues, including drinking water sources, and storm water runoff.

Water quality management planning under the Federal Water Pollution Control Act as amended for this area has taken the form of the identification of the TMDLs for Lake Whatcom and the water quality implementation strategy outlined in the Lake Whatcom Watershed Total Phosphorus and Bacteria Total Maximum Daily Loads: Volume 2. Water Quality Improvement Report and Implementation Strategy report, as approved by the EPA in April, 2016.

LWWSD does not discharge to Lake Whatcom so does not have a wasteload allocation. The District does have an interest in the effective implementation of the plan and works with the city of Bellingham and Whatcom County on the TMDL implementation strategy.

5. Sewer Service Rate Increases

The District contracts with a financial consultant about every 5 years to prepare a comprehensive rate study, with interim updates every 2 to 3 years, and implements the recommended incremental rate increases. The last rate study update was completed in 2016, with the next comprehensive rate study scheduled to begin 2020.

C. Future Capital Improvement Projects

1. Pump Station Upgrades – Ongoing

As mentioned above, the District has completed several pump station replacements and upgrades in the last six years (see Table 2). The District plans to continue replacing and/or upgrading one or two pump stations per year as needed. The proposed schedule for these replacements or upgrades are included in the District's Capital Improvement Plan (see Exhibit K).

Replacement of the aged control, telemetry and pump equipment will result in increased reliability, reduced emergency operator call-outs, reduced equipment operation costs and prevention of sewage overflows. Each pump station will be evaluated to determine the specific upgrades required but at least will normally include new pumps, new controls and new telemetry equipment.

2. Miscellaneous Sewer Line Replacement and Repair

The original District collection and force main systems are almost fifty years old. As a part of ongoing regular maintenance on the system, the District monitors the existing underground

V. FUTURE IMPROVEMENT PROJECTS

sewer lines for signs of leakage and/or failure. As a part of this project, the District will perform sewer repair and/or replacement work as necessary to ensure a functional and environmentally safe system. The line repairs include both trenchless spot repairs as well as repairs that require excavation.

3. Manhole Rehabilitation

The District has a disproportionately high number of manholes due to the extreme topography of its service areas. Many of these manholes are located in roadways and are heavily impacted by traffic. Staff has observed inflow and infiltration that appears to originate in the manholes. The District has been inspecting manholes for deterioration and leaks as part of their ongoing sewer videoing program and developed a priority list of manholes in need of rehabilitation. This Manhole Rehabilitation program and the Miscellaneous Sewer Line Replacement and Repair program above constitute the District's Capacity, Management, Operations and Maintenance (CMOM) Program, and has an annual budget of about \$165,000.

4. Repair/Replace Lake Whatcom Boulevard Mains

The hydraulic modeling has identified several segments of the Lake Whatcom Boulevard Interceptor that are potentially undersized for future flows even when flow from the North Point pump station is redirected to the Lake Louise Interceptor. The District has also identified several segments that are in poor condition and will need to be rehabilitated or replaced. This project will confirm the pipe sizes needed for buildout, and undertake the appropriate measures to repair and/or replace the pipe segments identified as deficient.

VI. DOCUMENTS INCORPORATED BY REFERENCE

The District maintains several documents that are relevant to this Comprehensive Sewer Plan that are hereby incorporated by reference. Since the nature of these documents requires them to be updated more frequently than the Comprehensive Sewer Plan, they have not been integrated into this Plan.

The documents incorporated by reference include:

- District Design and Construction Standards
- Developer Extension Agreement - Master Form
- Capital Improvement Plan
- Master Fees and Charges Schedule (current version is attached in Exhibit I)
- Comprehensive Water System Plan
- District Administrative Code

VII. NON-PROJECT SEPA

VIII. EXHIBITS

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director



James P. Karcher, P. E.

Interim County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

March 24, 2020

Ms. Melanie Mankamyer, PE
Wilson Engineering, LLC
805 Dupont Street, Suite #7
Bellingham, WA 98225

**Subject: Lake Whatcom Water and Sewer District
Comprehensive Sewer System Plan - 2020 Update**

Dear Ms. Mankamyer:

In reply to your letter, and in accordance with reference RCW 57.16.010, I hereby **approve** subject *Lake Whatcom Water and Sewer District Comprehensive Sewer System Plan – 2020 Update*.

Please note the following related to this approval:

- The District should coordinate its planned water and sewer system facilities construction program with the County's planned road construction program.
- All work performed in a County public road right-of-way requires a Revocable Encroachment Permit as a prerequisite. Rodney Vandersypen, 360.778.6269, is the County's Revocable Encroachment Permit coordinator.
- Depending on the scope of work of any given District planned water and sewer system facilities project, the County might require:
 - Other permits (e.g., building, conditional use, land disturbance, shoreline) as a prerequisite to project execution, and
 - Stormwater management documentation, with possible consequent engineered stormwater management system design.

Sincerely,

A handwritten signature in cursive script that reads "James P. Karcher".

James P. Karcher, PE
Interim County Engineer

Copy: County Council
County Executive
Public Works Director
Engineering Services Development Division Manager
Engineering Services Traffic Division Senior Engineering Technician for ENC's

WHATCOM COUNTY
Health Department



Erika Lautenbach, Director
Kathleen Roy, Assistant Director
Greg Stern, M.D., Health Officer

March 25, 2020

Melanie Mankamy, P.E.
Wilson Engineering, L.L.C.
805 Dupont Street Suite # 7
Bellingham, WA 98225

Dear Melanie,

The Whatcom County Health Department has received and reviewed the Lake Whatcom Water and Sewer District Comprehensive Sewer Plan Update-2020. We appreciate the efforts put forth to update the District's Comprehensive Sewer Plan. In accordance with RCW 57.16.010, the Whatcom County Health Department hereby approves the District's plan.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Wolpers III", with a small "Dr" written below it.

John J. Wolpers III RS/REHS
Whatcom County Environmental Health Manager





STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Bellingham Field Office • 913 Squalicum Way, Suite 101 • Bellingham, Washington 98225
(360) 255-4400 • FAX (360) 715-5225

April 1, 2020

Justin Clary, P.E.
General Manager
Lake Whatcom Water & Sewer District
1220 Lakeway Drive
Bellingham, WA 98229

Re: Comprehensive Sewer Plan 2020 update APPROVAL

Dear Justin Clary:

The Washington State Department of Ecology (Ecology) received the sewer plan submitted to Ecology via email from Melanie Mankamyer on March 27.

This report has been reviewed by Steven L. Hood, P.E., a registered Professional Engineer at Ecology's Bellingham Field Office (BFO).

Under the authority of Revised Code of Washington (RCW) 90.48.110 and Chapter 173-240 Washington Administrative Code (WAC), the subject document is hereby **APPROVED**.

This office is to be notified immediately of any proposed changes or revisions to the approved document. Any such changes or revisions must be issued in the form of addenda, technical appendices, or supplemental reports to the original approved documents. Such changes or revisions must be approved in writing by Ecology.

Ecology review and approval of this document is to assure compliance and consistency with the appropriate rules, regulations, guidelines, planning and design criteria, and/or other similar documents. Ecology's review shall not be construed as a quality control check or as approval with respect to the completeness, accuracy, or adequacy of this document.

This approval **does not** relieve the owner(s) of the proposed facilities from any other approvals as may be required by other governmental reviewing agencies. In addition, this approval **does not** relieve the owner or owner's engineer from the responsibilities and liabilities that result from noncompliance with water pollution laws and regulations during the design, construction, or operation of the proposed facilities. Also, this approval **does not** relieve the owner or the owner's engineer from the responsibilities for the technical adequacy and/or accuracy of the contents of this document.

If you have any questions or need any additional information, please do not hesitate to contact Steven L. Hood, P.E. at steve.hood@ecy.wa.gov, or call him at (360) 255-4396.

Sincerely,

A handwritten signature in dark ink, appearing to read "Doug Allen", with a long horizontal flourish extending to the right.

Douglas R. Allen
Manager

cc: Reading File

ec: \\ecyflbeluser\ZArchive\$\LWWSD\2020 CSP Update
Melanie Mankamy, Wilson Engineering, LLC

General comprehensive plan of improvements—Approval of engineer, director of health, and city, town, or county—Amendments.

Before ordering any improvements or submitting to vote any proposition for incurring any indebtedness, the district commissioners shall adopt a general comprehensive plan for the type or types of facilities the district proposes to provide. A district may prepare a separate general comprehensive plan for each of these services and other services that districts are permitted to provide, or the district may combine any or all of its comprehensive plans into a single general comprehensive plan.

(1) For a general comprehensive plan of a water supply system, the commissioners shall investigate the several portions and sections of the district for the purpose of determining the present and reasonably foreseeable future needs thereof; shall examine and investigate, determine, and select a water supply or water supplies for such district suitable and adequate for present and reasonably foreseeable future needs thereof; and shall consider and determine a general system or plan for acquiring such water supply or water supplies, and the lands, waters, and water rights and easements necessary therefor, and for retaining and storing any such waters, and erecting dams, reservoirs, aqueducts, and pipe lines to convey the same throughout such district. There may be included as part of the system the installation of fire hydrants at suitable places throughout the district. The commissioners shall determine a general comprehensive plan for distributing such water throughout such portion of the district as may then reasonably be served by means of subsidiary aqueducts and pipe lines, and a long-term plan for financing the planned projects and the method of distributing the cost and expense thereof, including the creation of local improvement districts or utility local improvement districts, and shall determine whether the whole or part of the cost and expenses shall be paid from revenue or general obligation bonds.

(2) For a general comprehensive plan for a sewer system, the commissioners shall investigate all portions and sections of the district and select a general comprehensive plan for a sewer system for the district suitable and adequate for present and reasonably foreseeable future needs thereof. The general comprehensive plan shall provide for treatment plants and other methods and services, if any, for the prevention, control, and reduction of water pollution and for the treatment and disposal of sewage and industrial and other liquid wastes now produced or which may reasonably be expected to be produced within the district and shall, for such portions of the district as may then reasonably be served, provide for the acquisition or construction and installation of laterals, trunk sewers, intercepting sewers, syphons, pumping stations or other sewage collection facilities, septic tanks, septic tank systems or drainfields, and systems for the transmission and treatment of wastewater. The general comprehensive plan shall provide a long-term plan for financing the planned projects and the method of distributing the cost and expense of the sewer system and services, including the creation of local improvement districts or utility local improvement districts; and provide whether the whole or some part of the cost and expenses shall be paid from revenue or general obligation bonds.

(3) For a general comprehensive plan for a reclaimed water system, the commissioners shall investigate all portions and sections of the district and select a general comprehensive plan for a reclaimed water system for the district suitable and adequate for present and reasonably foreseeable future needs thereof. The general comprehensive plan must provide for treatment plants or the use of existing treatment plants and other methods and services, if any, for reclaiming water and must, for such portions of the district as may then reasonably be served, provide for a general system or plan for acquiring the lands and easements necessary therefor, including retaining and storing reclaimed water, and for the acquisition or construction and installation of mains, transmission mains, pumping stations, hydrants, or other facilities and systems for the reclamation and transmission of reclaimed water throughout such district for such uses, public and private, as authorized by law. The general comprehensive plan must provide a long-term plan for financing the planned projects and the method of distributing the cost and expense of the reclaimed water system and services, including the creation of local improvement districts or utility local improvement districts; and provide whether the whole or some part of the cost and expenses must be paid from revenue or general obligation bonds.

(4) For a general comprehensive plan for a drainage system, the commissioners shall investigate all portions and sections of the district and adopt a general comprehensive plan for a drainage system for the district suitable and adequate for present and future needs thereof. The general comprehensive plan shall provide for a system to collect, treat, and dispose of stormwater or surface waters, including use of natural systems and the construction or provision of culverts, stormwater pipes, ponds, and other systems. The general comprehensive plan shall provide for a long-term plan for financing the planned projects and provide for a method of distributing the cost and expense of the drainage system, including local improvement districts or utility local improvement districts, and provide whether the whole or some part of the cost and expenses shall be paid from revenue or general obligation bonds.

(5) For a general comprehensive plan for street lighting, the commissioners shall investigate all portions and sections of the district and adopt a general comprehensive plan for street lighting for the district suitable and adequate for present and future needs thereof. The general comprehensive plan shall provide for a system or systems of street lighting, provide for a long-term plan for financing the planned projects, and provide for a method of distributing the cost and expense of the street lighting system, including local improvement districts or utility local improvement districts, and provide whether the whole or some part of the cost and expenses shall be paid from revenue or general obligation bonds.

(6) The commissioners may employ such engineering and legal service as in their discretion is necessary in carrying out their duties.

(7) Any general comprehensive plan or plans shall be adopted by resolution and submitted to an engineer designated by the legislative authority of the county in which fifty-one percent or more of the area of the district is located, and to the director of health of the county in which the district or any portion thereof is located, and must be approved in writing by the engineer and director of health, except that a comprehensive plan relating to street lighting shall not be submitted to or approved by the director of health. The general comprehensive plan shall be approved, conditionally approved, or rejected by the director of health and by the designated engineer within sixty days of their respective receipt of the plan. However, this sixty-day time limitation may be extended by the director of health or engineer for up to an additional sixty days if sufficient time is not available to review adequately the general comprehensive plans.

Before becoming effective, the general comprehensive plan shall also be submitted to, and approved by resolution of, the legislative authority of every county within whose boundaries all or a portion of the district lies. The general comprehensive plan shall be approved, conditionally approved, or rejected by each of the county legislative authorities pursuant to the criteria in RCW [57.02.040](#) for approving the formation, reorganization, annexation, consolidation, or merger of districts. The resolution, ordinance, or motion of the legislative body that rejects the comprehensive plan or a part thereof shall specifically state in what particular the comprehensive plan or part thereof rejected fails to meet these criteria. The general comprehensive plan shall not provide for the extension or location of facilities that are inconsistent with the requirements of RCW [36.70A.110](#). Nothing in this chapter shall preclude a county from rejecting a proposed plan because it is in conflict with the criteria in RCW [57.02.040](#). Each general comprehensive plan shall be deemed approved if the county legislative authority fails to reject or conditionally approve the plan within ninety days of the plan's submission to the county legislative authority or within thirty days of a hearing on the plan when the hearing is held within ninety days of submission to the county legislative authority. However, a county legislative authority may extend this ninety-day time limitation by up to an additional ninety days where a finding is made that ninety days is insufficient to review adequately the general comprehensive plan. In addition, the commissioners and the county legislative authority may mutually agree to an extension of the deadlines in this section.

If the district includes portions or all of one or more cities or towns, the general comprehensive plan shall be submitted also to, and approved by resolution of, the legislative authorities of the cities and towns before becoming effective. The general comprehensive plan shall be deemed approved by the city or town legislative authority if the city or town legislative authority fails to reject or conditionally approve the plan within ninety days of the plan's submission to the city or town or within thirty days of a hearing on the plan when the hearing is held within ninety days of submission to the county legislative authority. However, a city or town legislative authority may extend this time limitation by up to an additional ninety days where a finding is made that insufficient time exists to adequately review the general comprehensive plan within these time limitations. In addition, the commissioners and the city or town legislative authority may mutually agree to an extension of the deadlines in this section.

Before becoming effective, the general comprehensive plan shall be approved by any state agency whose approval may be required by applicable law. Before becoming effective, any amendment to, alteration of, or addition to, a general comprehensive plan shall also be subject to such approval as if it were a new general comprehensive plan. However, only if the amendment, alteration, or addition affects a particular city or town, shall the amendment, alteration, or addition be subject to approval by such particular city or town governing body.

[[2009 c 253 § 4](#); [1997 c 447 § 18](#); [1996 c 230 § 501](#); [1990 1st ex.s. c 17 § 35](#); [1989 c 389 § 10](#); [1982 c 213 § 2](#); [1979 c 23 § 2](#); [1977 ex.s. c 299 § 3](#); [1959 c 108 § 6](#); [1959 c 18 § 6](#). Prior: 1939 c 128 § 2, part; [1937 c 177 § 1](#); 1929 c 114 § 10, part; RRS § 11588. Cf. [1913 c 161 § 10](#).]

NOTES:

Finding—Purpose—1997 c 447: See note following RCW [70.05.074](#).

Part headings not law—Effective date—1996 c 230: See notes following RCW [57.02.001](#).

Severability—Part, section headings not law—1990 1st ex.s. c 17: See

RCW [36.70A.900](#) and [36.70A.901](#).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-219

File ID:	AB2020-219	Version:	1	Status:	Agenda Ready
File Created:	05/13/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/19/2020	Council	DISCUSSED	
06/02/2020	Council	DISCUSSED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/23/2020	Council Special Committee of the Whole	DISCUSSED AND A MOTION WAS APPROVED	
07/07/2020	Council Committee of the Whole	DISCUSSED	

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-234

File ID:	AB2020-234	Version:	1	Status:	Agenda Ready
File Created:	05/27/2020	Entered by:			
Department:		File Type:	Discussion		
Assigned to:	Council Committee of the Whole	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion regarding goals, guidelines, and approach to updating current and future budgets

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding goals, guidelines, and approach to updating current and future budgets

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/02/2020	Council	DISCUSSED AND A MOTION WAS APPROVED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/23/2020	Council Special Committee of the Whole	DISCUSSED AND A MOTION WAS APPROVED	
07/07/2020	Council Committee of the Whole	DISCUSSED AND A MOTION WAS APPROVED	

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-284

File ID:	AB2020-284	Version:	1	Status:	Agenda Ready
File Created:	06/30/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Planning and Development Committee			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion regarding PDS enforcement action

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding PDS enforcement action

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/07/2020	Council Planning and Development Committee	WITHDRAWN	

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-060

File ID:	MIN2020-060	Version:	1	Status:	Agenda Ready
File Created:	05/22/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

Primary Contact Email: KFelbing@co.whatcom.us

TITLE FOR AGENDA ITEM:

Regular County Council for May 19, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

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

Attachments: Council May 19 2020.pdf

Whatcom County Council

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



Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Tuesday, May 19, 2020

1 PM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

ANNOUNCEMENTS

Buchanan stated they would discuss AB2020-219 before the Executive Report.

OTHER ITEMS

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19

The following people spoke:

- Erika Lautenbach, Health Department Director
- Scott McCreery, Unified Command Incident Commander
- Tyler Schroeder, Executive's Office
- Satpal Sidhu, County Executive

McCreery briefed the Council then he and the other speakers answered questions about the transition for the drop-in center out of Bellingham High School to an alternative facility, the status of the former Georgia Pacific (GP) building and whether the Port of Bellingham owns it, at what stage and what involvement the Council will have in making decisions about alternate facility options, where the Unified Command is in response to the COVID-19 crisis, where recommendations are coming from and why they are not getting to the Council, whether Unified Command is planning for additional isolation centers to prepare for a possible surge, how many people have been served at the current isolation and quarantine facility, whether the models show that case counts are not increasing at the same rate as they were in early April, how the Unified Command is currently working and whether there is anything the Council can do to make it more efficient.

Councilmembers and staff discussed how often they are getting updates from the Health Department and the Unified Command; coordinated staffing at the Unified Command; preparation for a surge with the coming of farm workers and opening of more businesses and how many quarantine

rooms should be available; whether there is planning in place for different forms of housing for farm workers to keep them from being in close quarters; current work by the Health Department to educate farmers; what indicators or benchmarks will show that Emergency Management and Unified Command have served their purpose; whether this virus will ever go away and whether having no further cases should be used as a benchmark; whether the models used by the Unified Command are the same ones used by the Health Department; why the Health Department decided there was a need to have a new mask directive and what the driver was behind it; whether decisions by the Health Department are still being made under the Unified Command structure and if not, why we have the Unified Command; whether a plan is in place to make sure the Unified Command has the staff they need; a de-mobilization and a re-mobilization plan in progress for transferring staff to and from the Unified Command; making a plan for de-mobilizing the Unified Command; whether the infection rate has been higher in the homeless population than in the general population; whether the people in the isolation center are there because they are homeless and whether they are currently infected with COVID-19; and whether the Health Department has any way of knowing a person's housing situation.

Judge Deborra Garrett, Whatcom County Superior Court, spoke about a recent administrative order issued for the County courthouse in response to the COVID-19 crisis and answered questions about whether the Council should be part of the process of communicating these things to their constituents, questions from the community about who is in charge in the county, what discussions or ideas have been considered in the courts about providing adequate social distancing in the courtrooms, the use of YouTube to broadcast trials, and whether someone can video tape proceedings in a courtroom.

Erika Lautenbach, Health Department Director, spoke about a new variance option for counties announced by the Governor and key metrics for re-opening which were just received by the Health Department. She answered questions about where Whatcom County is in relation to the benchmarks required for a variance, what the County's flu rate is and how attainable the benchmarks are.

This agenda item was DISCUSSED.

EXECUTIVE REPORT

Clerk's note: The Council took a five minutes recess.

Satpal Sidhu, County Executive, reported on the following items:

- Re-opening of the economy and being proactive in the health, economic and trust crises
- Initiating more frequent communication with Councilmembers
- A recent memo outlining budget priorities for the next biennial budget cycle
- Planning for using CARES Act funds
- Steps necessary for the COVID-19 response over the next 12-18 months including new ideas for isolation and quarantine
- Planning in the Unified Command for COVID-19 outbreaks in the farm worker community

Tyler Schroeder, Executive's Office, read from a memo about CARES Act relief funding in Whatcom County (on file). He answered questions about how the funds would be divided between the listed five main categories, whether these are Federal dollars already on hand at the Department of Commerce that are ready to be disbursed to the County, a concern that the County might drag its feet in using the money or create places to spend the money instead of using it where it's helpful, whether budget priorities and guidelines have been sent to the Council as stated in the recent budget priorities memo sent to Councilmembers, whether the County needs to actually use the CARES funds or just have it allocated by the October 31st deadline and the definition of "spending" in the guidelines.

Brad Bennett, Administrative Services Department, stated there needs to be a bill to submit by October 31st for services rendered or commitments made.

Sidhu stated he spoke with the city mayors who collectively will receive about \$4 million and they felt that the money would be best used for the whole community by pooling it all together with the County. The Cities can give their proposals and ideas for how money should be used. The pooled total would be \$16 million and would need to be spent in four months. They would also like to get ideas from the Council.

Schroeder and Sidhu answered questions about and discussed with Councilmembers whether the five-prong test referred to in the memo to ensure expenditures are consistent with CARES Act has already been developed, whether this will come to the Council as a budget supplemental request, finding ways to use the money to keep it in the community such as the County buying masks made by Whatcom County residents, formulating

ideas by June 15 for how to spend the money, and whether rental assistance would be eligible for these funds.

OTHER ITEMS

2. [AB2020-194](#) Ordinance amending the 2020 Whatcom County Budget, request no. 12, in the amount of \$77,641

Donovan moved that the Ordinance be adopted. The motion was seconded by Frazey.

Christ Thomsen, Parks Department, answered whether the County is just processing the acceptance of grant money with this ordinance.

Donovan's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-023

3. [AB2020-195](#) Ordinance amending the 2020 Whatcom County Budget, request no. 7, in the amount of \$250,000 (Supersedes Ord. No. 2020-008)

Tyler Schroeder, Executive's Office, briefed the Council on this and the next five ordinances on the agenda which are permanent ordinances which supersede or replace emergency ordinances previously adopted.

Donovan moved and Frazey seconded that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: ORD 2020-024

4. [AB2020-196](#) Ordinance amending the 2020 Whatcom County Budget, request no. 8, in the amount of \$1,155,821 (Supersedes Ord. No. 2020-012)

Frazey moved and Browne seconded that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: ORD 2020-025

5. [AB2020-197](#) Ordinance establishing the COVID-19 Emergency Response Fund and establishing a budget for the COVID-19 Emergency Response Fund (Supersedes Ord. No. 2020-016)

Donovan moved that the Ordinance be adopted. The motion was seconded by Browne.

Tyler Schroeder, Executive's Office, answered a question about whether we got the \$500,000 support from the City of Bellingham, whether there is a hold up with the Interlocal and whether the County has already spent the money expecting the City to reimburse them.

Donovan's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: ORD 2020-026

6. [AB2020-198](#) Ordinance amending the 2020 Whatcom County Budget, Request No. 10, in the amount of \$3,000,000 (Supersedes Ord. No. 2020-018)

Frazey moved that the Ordinance be adopted. The motion was seconded by Donovan.

Tyler Schroeder, Executive's Office, answered a question about the status of the FEMA reimbursement of this money.

Brad Bennett, Administrative Services Department, answered whether we have a plan for the 25% match on this \$3 Million and whether there was an assumption before that the State would pick up the 25%.

Frazey's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: ORD 2020-027

7. [AB2020-199](#) Ordinance amending the 2020 Whatcom County Budget, request no. 11, in the amount of \$154,946 (Supersedes Ord. No. 2020-020)

Donovan moved that the Ordinance be adopted. The motion was seconded by Frazey.

Tyler Schroeder, Executive's Office, and Satpal Sidhu, County Executive, answered whether this had previously been presented as an emergency ordinance, why it was an emergency ordinance, and whether it was because the County would lose the money if they didn't commit it.

Donovan's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: ORD 2020-028

8. [AB2020-200](#) Ordinance authorizing an interfund loan to finance cash flow for COVID-19 emergency response (replaces Ord. No. 2020-015 and Ord. No. 2020-017)

Frazey moved that the Ordinance be adopted. The motion was seconded by Donovan.

Tyler Schroeder, Executive's Office, answered whether it is just one \$4 million transfer and stated this is making one of the previously adopted ordinances permanent.

Frazey's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 3 - Byrd, Elenbaas, and Kershner

Absent: 0

Enactment No: ORD 2020-029

9. [AB2020-212](#) Request authorization for the County Executive to enter into a contract between Whatcom County and the US Forest Service to provide Work Crew Services for Forestry projects in the amount of \$191,548.00

Byrd moved that the Contract be authorized. The motion was seconded by Donovan.

Wendy Jones, Sheriff's Office, answered whether this happens every five

years and whether the crew gets paid.

Byrd's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

10. [AB2020-216](#) Resolution regarding support for a General Purposes Community Development Block Grant funding application for Opportunity Council's housing rehabilitation program

Frazey moved that the Resolution be approved. The motion was seconded by Donovan.

Tyler Schroeder, Executive's Office, answered whether San Juan County will be getting a matching contribution, what help the grant will provide and what it will look like in implementation.

Paul Shissler answered what the cut-off is for a designation of low income and whether the person has to own the home, whether it covers just the service of consulting with the homeowner and facilitating the project or also the project itself, how much money is left from the last three years or what portion was utilized, whether they have enough funds to get through this year, how much of the funding has been used from the last three year period and how much is left.

Schroeder answered whether this is coming out of the general fund.

Frazey's motion that the Resolution be APPROVED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2020-016

11. [AB2020-203](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Blaine to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County

Byrd moved and Kershner seconded that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

12. [AB2020-204](#) Ordinance (interim) establishing a COVID-19 interim economic recovery plan to respond to the economic crisis within Whatcom County caused by the COVID-19 pandemic

Browne moved that the Ordinance be withdrawn from the agenda. The motion was seconded by Donovan.

Browne spoke about and Councilmembers discussed why this should be a resolution (AB2020-218) instead of an ordinance.

Browne's motion that the Ordinance be WITHDRAWN carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

13. [AB2020-218](#) Resolution establishing a process for the development of a COVID-19 interim economic recovery plan to respond to the economic crisis within Whatcom County caused by the COVID-19 pandemic

Browne moved that the substitute Resolution (on file) approved. The motion was seconded by Donovan.

Dana Brown-Davis, Clerk of the Council, answered questions about which version was being considered.

Frazey suggested a friendly amendment to amend item three on page two of the substitute resolution in the first "NOW, THEREFORE, BE IT RESOLVED" paragraph:

3. The ADO should assume responsibility for messaging and communications, to the press and community related to the business and economic recovery aspects related to the COVID-19 crisis in coordination with the Joint Information Center (JIC), and

Browne did not accept the friendly amendment.

Byrd moved to hold in Council. The motion was seconded by Kershner. Byrd stated it would be beneficial to get feedback from the Cities and their corresponding councils.

Councilmembers discussed the motion to hold and the differences between the proposed and substitute resolutions.

Don Goldberg, Port of Bellingham, updated the Council on his request to remove the \$50,000 ask, background of the resolution, and the work that the Associate Development Organization (ADO) is doing. He and Councilmembers continued to discuss the changes in the substitute version of the resolution from what was proposed.

The motion to hold failed by the following vote:

Aye: 1 - Byrd

Nay: 6 - Frazey, Kershner, Browne, Buchanan, Donovan and Elenbaas

Goldberg spoke about the friendly amendment.

Frazey changed her friendly amendment to a motion and ***moved*** to amend item three on page two of the substitute resolution in the first “NOW, THEREFORE, BE IT RESOLVED” paragraph:

3. The ADO should assume responsibility for messaging and communications, to the press and community related to the business and economic recovery aspects related to the COVID-19 crisis in coordination with the Joint Information Center (JIC), and

The motion failed for lack of a seconded.

Councilmembers and Goldberg continued to discuss the resolution and what was changed in the substitute version.

Kershner moved to amend Exhibit B of the substitute resolution as follows:

Health Department deliverables:

The Health Department’s critical role in helping our economy recover should include:

- Disease prevention education ~~and enforcement~~ as businesses reopen

The motion was seconded by Elenbaas.

Councilmembers discussed the proposed amendment.

Kershner withdrew her motion.

Kershner moved to amend Exhibit A of the substitute resolution by

removing the last paragraph as follows:

~~Recognizing that every adversity in life provides opportunity, the team should look for ways this disaster can be leveraged to make our economy and community stronger and more resilient in the future.~~

The motion was seconded by Elenbaas.

The motion to amend carried by the following vote:

Aye: 7 - Kershner, Browne, Buchanan, Byrd, Donovan, Elenbaas and Frazey

Nay: 0

Councilmembers and Goldberg continued to discuss the resolution.

Elenbaas asked about adding language to give it an expiration date.

Donovan moved to amend the substitute resolution to remove item three on page two of the substitute resolution in the first “NOW, THEREFORE, BE IT RESOLVED” paragraph:

~~3. The ADO should assume responsibility for messaging and communications, to the press and 12 community related to the business and economic recovery aspects related to the COVID-19-13 crisis, and~~

The motion was seconded by Frazey.

Councilmembers and Goldberg discussed the motion.

The motion to amend failed by the following vote:

Aye: 3 - Buchanan, Donovan and Frazey

Nay: 4 - Browne, Byrd, Elenbaas and Kershner

Elenbaas moved to amend the substitute resolution to remove the last paragraph as follows:

~~NOW, THEREFORE, BE IT FURTHER RESOLVED, to help reduce the future costs to the County of responding to COVID-19 strategies-2(a) and 2(b) in Exhibit B should be added to Incident Command's existing plans.~~

The motion was seconded by Browne.

The motion to amend carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Kershner and Browne

Nay: 0

Browne's motion that the SUBSTITUTE Resolution be APPROVED AS AMENDED carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: RES 2020-017

INTRODUCTION ITEMS

Donovan moved that all three Introduction items be introduced. The motion was seconded by Frazey.

Kershner moved to withdraw item two (AB2020-217) from Introduction. The motion was seconded by Byrd.

Kershner discussed the reasons for her motion.

Buchanan asked whether Kershner was moving to remove the item completely from the agenda or removing it from the other two so that they should vote on it separately. Kershner clarified that she is making a motion to remove the item from the agenda.

Karen Frakes, Prosecuting Attorney's Office, answered a question about whether the agenda item goes by the guidelines put in place when the Governor suspended some of the Open Public Meetings rules.

Councilmembers and Frakes discussed the motion.

The motion to withdraw Introduction item number two from the agenda failed by the following vote:

Aye: 3 - Elenbaas, Kershner and Byrd

Nay: 4 - Donovan, Frazey, Browne and Buchanan

Browne moved that Introduction items one and three be considered separately from Introduction item number two. The motion was seconded by Donovan.

The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Kershner, Browne, Buchanan, Byrd and Donovan

Nay: 0

Donovan moved that Introduction items one and three be introduced. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 7 - Frazey, Kershner, Browne, Buchanan, Byrd, Donovan and Elenbaas

Nay: 0

Donovan moved that Introduction item number two be introduced. The motion was seconded by Browne.

Councilmembers and Frakes discussed the motion and waiting for the work of the Planning Commission.

The motion carried by the following vote:

Aye: Browne, Buchanan, Donovan, Frazey

Nay: Kershner, Byrd, Elenbaas

Votes on individual items are also listed for each Introduction item below.

1. [AB2020-213](#) Ordinance authorizing installation of stop signs on Truck Road

Donovan moved and Frazey seconded that the Ordinance Requiring a Public Hearing be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [AB2020-217](#) Ordinance imposing an interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point urban growth area, the primary purpose of which would be the shipment of unrefined fossil fuels not to be processed at Cherry Point

Donovan moved and Browne seconded that the Ordinance Requiring a Public Hearing be INTRODUCED. The motion carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 3 - Byrd, Elenbaas, and Kershner

Absent: 0

3. [AB2020-222](#) Ordinance clarifying the procedure for the Whatcom County Council's and senior staff's access to information during the covid-19 pandemic

Donovan moved and Frazey seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

OTHER ITEMS AND COUNCILMEMBER UPDATES

Elenbaas briefed the Councilmembers on a proposed letter to the Governor regarding re-opening Whatcom County businesses and giving the county more local control (on file).

Councilmembers discussed whether he did or should work with Karen Frakes, Prosecuting Attorney's Office, before sending the letter and whether it should be circulated now so Councilmembers can weigh in on it in two weeks.

Elenbaas moved that they send his letter to the Governor. The motion was seconded by Byrd.

Discussion continued about sending the letter as it is currently written and what changes they might want to include before sending it.

Browne submitted a new version of the letter with amendments (on file).

Elenbaas moved to accept the amendments to his letter as proposed by Browne. The motion was seconded by Byrd.

The motion to accept the amendments to the letter carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Elenbaas, Frazey and Kershner

Nay: 0

Out of the Meeting: Donovan

Councilmembers discussed whether the previously proposed and related ordinance should be sent with the letter and formatting the letter appropriately before sending it. They concurred that they should send the letter without the ordinance.

The motion to approve the letter as amended carried by the following vote:

Aye: 6 - Buchanan, Byrd, Elenbaas, Frazey, Kershner and Browne

Nay: 0

Out of the meeting: 1 - Donovan

Byrd spoke about and uptick in domestic violence and asked what resources

are available.

Browne stated there should be a briefing on the agenda from the departments about mental health and domestic violence.

Kershner asked if County departments could let them know if there are any pressing needs that the Council should be aware of.

ADJOURN

The meeting adjourned at 6:04 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-061

File ID:	MIN2020-061	Version:	1	Status:	Agenda Ready
File Created:	05/28/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Committee of the Whole - Budget Retreat for May 26, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: COTW Budget May 26, 2020

Whatcom County Council Committee of the Whole

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



Committee Minutes - Draft Minutes

VIRTUAL MEETING - BUDGET PRIORITIES FOR 2021-2022

Tuesday, May 26, 2020

1 PM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 1 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Clerk's note: Kershner was not present at the time of Roll Call but joined the meeting at 1:18 p.m.

Announcement**County Executive's Report**

There was no Executive Report.

Committee Discussion

1. [AB2020-227](#) Discussion regarding budget priorities for 2021 and 2022

Satpal Sidhu, County Executive, stated they will continue to get information regarding the budget and will continue to adjust targets as more information becomes available and as the second installment of property taxes becomes due in October.

Tyler Schroeder, Executive's Office, and Sidhu submitted and gave a presentation outlining recommended budget priorities (on file). Priorities fall into three focus areas:

- COVID-19 Response: Health, Economic and Social Crisis
- Continuity of County Government
- Long-term Public Priorities

Sidhu spoke about capital projects and being prepared for opportunities to use stimulus money, the possible adjudication process, coming up with a local agreement, and the role that the County may play. He proposed that the County create a position which would only deal with and be in charge of water issues.

Schroeder referenced and described the budget preparation timeline.

Councilmembers, Schroeder and Sidhu discussed the CARES Act funds and the amount that the County will receive, the current projected percentage of County revenue decline, actual sales tax revenue compared to what was

projected, doing two parallel projections based on different revenue reduction percentages, keeping services for children and families as a priority, looking at creative cost cutting measures such as people working from home and ways the County is booking people into the jail, the timeline of a budget supplemental coming before the Council for spending CARES Act dollars and how much detail they will need to have on what amount money will go to particular programs, whether they can use the federal money to backfill revenue shortfalls, a proposed \$2 million reserve which can be reallocated as needs arise by October, and what information the Administration is basing their economy projections on.

Brad Bennett, Administrative Services Department, answered questions about sales tax revenues and how they have been affected during the COVID-19 crisis.

Councilmembers and staff continued discussion about prioritizing children and families, doing what they can to help people provide for their families and get businesses going again, prioritizing capital expenditures over ongoing expenses with the CARES Act funds, focusing on things that will provide employment in the County, how Whatcom County compares economically to municipalities that rely on tourism and sales tax, when the Council will see proposals for spending the CARES Act money, the drop-in center currently located at Bellingham High School and the driver behind finding a different facility, prioritizing projects based on their impacts, getting meeting-related information to consider at least a day before a meeting as opposed to right before a meeting, how cuts in the budget can be made while maintaining a certain level of service, rules and restrictions for how the CARES Act money can be spent, and how the CARES Act money should be allocated.

Erika Lautenbach, Health Department Director, and Schroeder answered questions about whether it is appropriate for the County to be hiring a temporary Volunteer Program Coordinator, whether priority could be given to people already on staff, and what benefit is derived from intensive contact tracing going forward.

Councilmembers and staff discussed revenue drop forecasts, that every line item represents a human being and a family, being creative in finding ways to cut expenses related to personnel, looking at what resources are being invested in the response to the current crisis and including an anticipation of a second peak of COVID-19 in the projections.

This agenda item was DISCUSSED.

Other Business

Councilmembers discussed an upcoming meeting through Washington State Association of Counties (WSAC) about managing County revenues.

Dana Brown-Davis, Clerk of the Council, spoke about councilmembers participating in that call.

Adjournment

The meeting adjourned at 2:55 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-062

File ID:	MIN2020-062	Version:	1	Status:	Agenda Ready
File Created:	06/01/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for June 1, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Special Council Jun 1 2020

Whatcom County Council (Special)

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



Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Monday, June 1, 2020

10 AM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 10:02 a.m. in a virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

OTHER ITEMS

1. [AB2020-232](#) Resolution of the Whatcom County Health Board applying for variance under Governor Inslee's Safe Start Washington Plan to move to Phase 2

Erika Lautenbach, Health Department Director, briefed the Council on the status of the application to move to Phase 2 of Governor Inslee's Safe Start Washington Plan. She stated there would be an update to the language of the resolution since the County would no longer be applying for a variance as the resolution states.
The following people answered questions:
 - Erika Lautenbach, Health Department Director
 - Chris Quinn, Prosecuting Attorney's Office
 - Karen Frakes, Prosecuting Attorney's Office
 - Tyler Schroeder, Executive's OfficeThey and Councilmembers discussed whether new cases of COVID-19 from the weekend enter into the application, whether the number of rooms available in quarantine facilities is aspirational, testing benchmarks and metrics, why the County has to apply for Phase 2 if the Governor's Stay Home, Stay Healthy order is no longer in effect, what order is currently in place that says the County has to apply to move to a phase, negotiations in process for 51 additional rooms at a second isolation and quarantine facility, the Governor's Safe Start - Stay Health order now in effect, why death counts for Whatcom County have changed, what the trigger point is for opening a second quarantine and isolation facility, a recent determination by a Chelan County judge not to rule on a case because the proper plaintiff (the Health Board which would have jurisdiction) was not in place, how many rooms are being used at the current isolation and quarantine facility, and whether all the rooms there have been rehabilitated for that purpose.

Lautenbach stated the Council will receive a full packet this afternoon so

they will have time to review it before their meeting tomorrow.

Dana Brown-Davis, Clerk of the Council, and Cathy Halka, Legislative Analyst, went over the schedule for the June 2, 2020 Meetings.

Lautenbach answered a question about who on the Council needs to sign the resolution requesting to move to Phase 2.

This agenda item was DISCUSSED.

2. [AB2020-233](#) Resolution applying for variance under Governor Inslee's Safe Start Washington Plan to move to Phase 2

This agenda item was WITHDRAWN.

OTHER BUSINESS

There was no other business.

ADJOURN

The meeting adjourned at 10:25 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-063

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Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council Part 1 for June 2, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Council Part 1 Jun 2 2020

Whatcom County Council

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



Minutes - Draft Minutes

VIRTUAL MEETING (PART 1)-VIEW ONLINE; AGENDA REVISED 5.29 & 6.1

Tuesday, June 2, 2020

11 AM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 11 a.m. in a virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

ANNOUNCEMENTS

EXECUTIVE REPORT

Satpal Sidhu, County Executive, stated he did not have a report.

OTHER ITEMS

1. [AB2020-232](#) Resolution of the Whatcom County Health Board applying for variance under Governor Inslee's Safe Start Washington Plan to move to Phase 2

Erika Lautenbach, Health Department Director, briefed the Council on the resolution.

Kershner moved that the resolution be approved. The motion was seconded by Frazey.

Lautenbach answered a question about whether the Health Officer has signed off on the application.

The motion carried by the following vote:

Aye: 7 - Byrd, Donovan, Elenbaas, Frazey, Kershner, Browne and Buchanan

Nay: 0

Satpal Sidhu, County Executive, stated the document is ready for signatures.

Kershner's motion that the Resolution be APPROVED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2020-018

2. [AB2020-223](#) Resolution authorizing an application to the Brian Abbott Fish Barrier Removal Board for Construction Funding for North Fork Road/Kenney Creek Fish Passage Project, CRP No. 919007

Donovan moved and Frazey seconded that the Resolution be APPROVED.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2020-019

3. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19

The following people spoke:

- Tyler Schroeder, Executive's Office
- Wendy Jones, Sheriff's Office

They answered questions and Councilmembers discussed the Compass Health re-entry specialist position for the jail that is not currently filled, the progress in filling the position, who will be served by that position and providing a list of resources in the meantime to those released from jail to connect them to services.

Councilmember discussion continued and the following people spoke:

- Erika Lautenbach, Health Department Director
- Scott McCreery, Unified Command Incident Commander
- Satpal Sidhu, County Executive
- Karen Frakes, Prosecuting Attorney's Office
- Brad Bennett, Administrative Services Finance
- Tyler Schroeder, Executive's Office

Lautenbach and McCreery answered questions about a recent incident in which 85 people on a fishing trawler docked in Bellingham tested positive for COVID-19, what the community is doing to facilitate businesses having the personal protective supplies (especially cloth face masks) that they need as they begin to re-open, the status of the availability of these supplies in Whatcom County, Unified Command's coordination with the Chambers of Commerce to distribute enough masks to businesses so they can safely open their doors and then to facilitate businesses finding sources and purchasing them on their own, whether it is clear that the Chambers of

Commerce don't collect any business or personal information from businesses in order to receive masks, and whether the Chamber is required to have a plan or proposal for how they will distribute masks equitably.

Councilmembers, Sidhu, Frakes, Bennett and McCreery continued to discuss an initiative to purchase and distribute durable cloth masks to the vulnerable populations in Whatcom County, the Unified Command's search for potential suppliers for large quantities of cloth masks, what suppliers they are using and the costs of the masks, whether they could purchase the masks from local manufacturers as opposed to non-local companies, purchasing policies that address such purchases and how they are affected by an emergency situation, what role Councilmembers can play in finding local businesses that could manufacture masks, the State appropriation to purchase masks for distribution to counties to provide two free masks to those at or below 200% of the Federal poverty level and who has the authority to make the decisions about purchasing masks.

McCreery, Schroeder and Sidhu answered questions about the status of the Unified Command's demobilization plan, the formation and current structure of the Unified Command, considering whether the structure should be updated to replace the Executive Group with the Policy Group, representation of the small cities on the Unified Command being through the Sheriff's Office in the countywide Emergency Management Plan, whether the Health Department is still part of the Unified Command, whether decisions being made by the Unified Command will later be the responsibility of the Council, revisiting the Emergency Management Plan and the role of the Council.

Clerk's note: Browne referenced this agenda item at the beginning of agenda item AB2020-234 and spoke about a list of local businesses that have the capability of making sewing garments that had been originally offered in April.

This agenda item was DISCUSSED.

4. [AB2020-222](#) Ordinance clarifying the procedure for the Whatcom County Council's and senior staff's access to information during the COVID-19 pandemic

Browne moved to hold the item for two weeks and then **amended** his motion to withdraw the item from the agenda. The motion was seconded by Donovan.

Karen Frakes, Prosecuting Attorney's Office, and Browne answered questions about whether the language of the ordinance is denying the Executive to meet with staff independent of Council and whether that is a

Charter issue.

Councilmembers and Frakes discussed whether this should be an ordinance which is a law as opposed to a resolution which is a request, concerns about the second provision and the right of the Executive to do his business without involving the Council in every meeting he has with every local and state agency, Browne's intention to bring this back as a resolution, and whether the ordinance is appropriate since it applies to just a health emergency and not every situation.

The motion to withdraw from the agenda carried by the following vote:

Aye: 5 - Frazey, Kershner, Browne, Buchanan and Donovan.

Nay: 2 - Elenbaas and Byrd

This agenda item was WITHDRAWN.

5. [AB2020-234](#) Discussion regarding goals, guidelines, and approach to updating current and future budgets

Browne referred back to the discussion on **AB2020-219** and spoke about a list of local businesses that have the capability of making sewing garments that had been originally offered in April.

Buchanan introduced this agenda item.

Karen Frakes, Prosecuting Attorney's Office, gave a synopsis of the Governor's new proclamation in effect until June 17, 2020. All committees and boards and commissions are free to have remote meetings as long as they have capability of having everyone in attendance hearing the meeting at the same time and their meetings can proceed without a limited agenda. She answered whether this information went to department heads.

Councilmembers discussed whether the budget should be discussed in Finance Committee or Committee of the Whole.

Donovan moved to maintain the practice of having budget discussions and interactions with the Executive on the budget as Committee of the Whole. The motion was seconded by Browne.

Byrd asked if Donovan would be willing to table the motion. Donovan did not table the motion.

Dana Brown-Davis, Clerk of the Council, gave the historical background of the decision to have discussions of upcoming biennial budgets in Committee of the Whole. She answered a question about whether a motion

passed by a majority of the Council can set that kind of agenda for committees or whether committee chairs have autonomy. She stated that review of budget would be the responsibility of the Council or a majority of the Council. The Finance Committee can discuss budget items but decisions need to be made by a majority of the Council.

Karen Frakes, Prosecuting Attorney's Office, stated she believes that it is within the Council's authority to make a decision like this.

Councilmembers discussed the motion.

Donovan restated his motion that discussions of the budget would be done in Committee of the Whole including interactions with the Executive.

The motion carried by the following vote:

Aye: 4 - Frazey, Browne, Buchanan and Donovan

Nay: 3 - Kershner, Byrd and Elenbaas

Buchanan acknowledged the need for more engagement on the budget.

Clerks' note: Councilmembers took a short break.

Buchanan called the meeting back to order and Byrd presented a proposed process for working through the budget (on file). Councilmembers discussed objectives, possible goals and guiding principles of establishing the budget and Councilmembers provided feedback on those categories.

Feedback included:

- Establishing two draft budgets based on a 20 percent decrease and a 10 percent decrease of revenue
- Reducing redundancies and duplications of efforts and County services
- Sticking to the Council's role as local government and doing it within their means
- Reducing duplication, sharing infrastructure and combining requests for bids between jurisdictions in the county
- Establishing a children and families first policy for funding decisions
- Reaching out to the tribes as well as the city councils

Browne moved to invite all the other councils for a collective virtual meeting to discuss and brainstorm ideas of how we can collaborate together for the benefit of the community at a lower cost. The motion was seconded

by Byrd.

Councilmembers discussed the motion.

Browne amended his motion to add the following: Have the Council work on a joint statement and then have that sent out to the other councils to gauge their interest in participating with a view of setting a date. If you are interested in participating we will set a date roughly two weeks into the future.

Dana Brown-Davis, Clerk of the Council, stated a meeting probably cannot happen in two weeks but they could try for a later date.

Browne stated he would put a resolution together for the next meeting. In the meantime, he will get feedback from some of the other councils.

Brown-Davis answered whether the councils would need a quorum and asked whether the discussion would require motions and votes or would just be informational.

The motion carried by the following vote:

Aye: 7 - Kershner, Browne, Buchanan, Byrd, Donovan, Elenbaas and Frazey

Nay: 0

Byrd continued his presentation about next steps.

Tyler Schroeder, Executive's Office, answered a question about whether the Council priorities will be sent to the departments with the budget instructions and how to make sure the Council's goals fit within the budget schedule.

Councilmembers continued to discuss next steps and the idea of hearing presentations from different organizations about what is happening in their industries.

Satpal Sidhu, County Executive, and Schroeder stated the current budget is online and can be used as a template and links to the 2020 budget were sent to the Council and can be used as a foundation.

Councilmembers and staff discussed having a public hearing on the budget prior to it being presented, feedback on Council priorities, whether the Council priorities will be sent to the departments along with the budget instructions, scheduling a meeting to work on priorities to make sure they

are done by that time and preparing questions for department heads in collaboration with the Executive about how their demand for services and funding opportunities have changed and how they are going to cut their budgets. Councilmembers concurred to provide feedback on goals and guiding principles and questions for department heads for the next meeting.

Brown-Davis answered a question about whether there will be time during the June 16th meeting for an industry presentation, the change to now allow committee meetings, the ability to deal with non-essential items and working with the Chair to make time for a 20-minute presentation.

Councilmembers discussed what businesses they would like to hear from.

Frakes answered a question about what to expect for meetings after June 17.

This agenda item was DISCUSSED AND A MOTION WAS APPROVED.

6. [AB2020-238](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Bellingham for a cost sharing related to the COVID-19 health crisis

Donovan moved that the interlocal be authorized. The motion was seconded by Frazey.

Tyler Schroeder, Executive's Office, briefed the Council on the interlocal agreement request.

Donovan's motion that the Interlocal be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Abstain: 1 - Byrd

7. [AB2020-240](#) Approval of letter to USDA Food and Nutrition Services requesting an extension to area eligibility waiver for child nutrition programs through September

Donovan moved that the request be approved. The motion was seconded by Browne.

Dana Brown-Davis, Clerk of the Council, answered a question about whether this is a draft letter and whether it will change. A version was sent to Council that had been reformatted on letterhead.

Councilmembers discussed the letter, what the waiver accomplishes, what

they want the outcome to be, why it is the Council's place to send a letter and ask the USDA to do something for school districts, what the funding mechanism is, what the letter is requesting and why, whether our school districts see the need for this and why the Council would be effective in sending this message.

Donovan's motion that the request to send a letter be APPROVED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

INTRODUCTION ITEMS

Donovan moved that Introduction items one through three be introduced. The motion was seconded by Frazey.

The following people spoke and answered questions:

Tyler Schroeder, Executive's Office

Satpal Sidhu, County Executive

Karen Frakes, Prosecuting Attorney's Office

Councilmembers and staff discussed Introduction item one. They spoke and answered questions about the allocation of the COVID-19 CARES Act funds and whether the ordinance puts a hard fence around the proportion of allocation of the money, whether the County gets reimbursed as opposed to getting the money in advance, using a portion of the money to meet technology needs and significantly expand access to the internet in the community, and getting a framework of information from the Executive's Office on how the \$13 million will be spent prior to the budget supplemental decision.

They continued discussing the need for improved internet access, whether the CARES funding can be used for that and how the County gets reimbursed for reserves.

Browne moved to amend Introduction item one to strip out the segmentation by percentages of the categories. The motion was seconded by Byrd.

Schroeder stated they could wait to amend the ordinance in two weeks.

Councilmembers discussed whether they can amend an introduction item.

Browne withdrew his motion to amend and moved to introduce Introduction items two and three and to discuss Introduction item one separately. The motion was seconded by Byrd.

The motion to consider items two and three separately from item one carried by the following vote:

Aye: 6 - Byrd, Elenbaas, Frazey, Kershner, Browne and Buchanan

Nay: 1 - Donovan

Byrd moved that Introduction items two and three be introduced. The motion was seconded by Frazey.

Kershner requested a copy of Whatcom County Code 1.28 because it is not online since it is currently suspended.

The motion to introduce items two and three carried by the following vote:

Aye: 7 - Donovan, Elenbaas, Frazey, Kershner, Browne, Buchanan and Byrd

Nay: 0

Browne moved to introduce item one. The motion was seconded by Byrd.

Browne moved to amend Introduction item one, Council Combined Packet **page 21**, item **1a**, second paragraph to read:

“The Whatcom County COVID-19 CARES Act Relief funding is ~~delineated~~ suggested as follows:”

Councilmembers discussed the motion and the following people answered questions about process, whether it is appropriate to amend the supplemental budget request at this stage and the flexibility to change how the programs are developed:

- Dana Brown-Davis, Clerk of the Council
- Karen Frakes, Prosecuting Attorney's Office
- Tyler Schroeder, Executive's Office

The motion to amend Introduction item one carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Kershner, Browne, Buchanan, Byrd and Donovan

Nay: 0

The motion to introduce Introduction item one as amended carried by the following vote:

Aye: 6 - Frazey, Kershner, Browne, Buchanan, Byrd and Donovan

Nay: 1 - Elenbaas

This introduction items were DISCUSSED AND MOTIONS WERE APPROVED (see votes on individual items below).

1. [AB2020-224](#) Ordinance amending the 2020 Whatcom County Budget, request no. 13, in the amount of \$13,153,598

Clerk's note: See discussion of this item under the Introduction header above.

Browne moved and Byrd seconded that the Ordinance be INTRODUCED AS AMENDED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

2. [AB2020-226](#) Ordinance amending the project budget for the Northshore Drive/Edgewater Lane Stormwater Improvements Fund, request no. 1

Byrd moved and Frazey seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [AB2020-214](#) Ordinance suspending Whatcom County Code 1.28 to update the Correctional Facilities Operational Standards

Byrd moved and Frazey seconded that the Ordinance Requiring a Public Hearing be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

OTHER ITEMS AND COUNCILMEMBER UPDATES

Councilmembers discussed how open session and public hearings will be done going forward.

Karen Frakes, Prosecuting Attorney's Office, suggested the following motion:

Any meetings of Whatcom County boards, commissions and

committees, held through June 17 must be held in accordance with the Governor's proclamation 20-28.4.

Kershner moved to approve the motion. The motion was seconded by Donovan.

Frakes answered a question about meetings that would have public input and comment and stated that most meetings can accommodate the public through a virtual meeting and any meeting with greater attendance would have to work with Information Technology. She also answered a question about meetings that usually include public comment and stated the motion can be amended.

The motion was ***withdrawn and postponed*** until the 6 p.m. meeting (see the motion under OTHER ITEMS AND COUNCILMEMBER UPDATES for the June 2, 2020 6 p.m. Council meeting).

Councilmembers discussed when Phase 2 of Washington's Phased Approach to Reopening Business and Modifying Physical Distancing Measures will be effective and a statement, "The violence won't bring my brother back," spoken by the brother of George Floyd concerning recent events following Floyd's death.

RECESS

The meeting recessed at 3:29 p.m. (See continuation of meeting on June 2, 2020 Part 2).

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Regular County Council for June 2, 2020 Part 2

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Council Part 2 Jun 2 2020

Whatcom County Council

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



Minutes - Draft Minutes

VIRTUAL MEETING (PART 2) - VIEW ONLINE;

Tuesday, June 2, 2020

6 PM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL BACK TO ORDER

Council Chair Barry Buchanan called the meeting back to order at 6 p.m. in a virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

ANNOUNCEMENTS

Donovan read the following ***motion*** from Committee of the Whole - Executive Session: I hereby move to approve defense and indemnification of employee defendants named in Toppin & Laule v. Whatcom County & Babson, Whatcom County Superior Court Cause No. 20-2-00662-37.

The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 7 - Kershner, Browne, Buchanan, Byrd, Donovan, Elenbaas and Frazey

Nay: 0

PUBLIC HEARINGS

1. [AB2020-217](#) Ordinance imposing an interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point urban growth area, the primary purpose of which would be the shipment of unrefined fossil fuels not to be processed at Cherry Point

Buchanan gave a summary of how the public hearing will be done.

Clerk's note: An instructional video was shown on how to virtually join and speak in the meeting.

There was no staff report. Buchanan opened the public hearing and the following people spoke:

Trevor Smith
Judith Akins
Dena Jensen
Karen Russell
Andrew Gamble

John Munson
Lori Province
Alex Ramel
Edward Ury
Clara Jean Carmean
Ryan Likkel
Doris Smith
Dirk Vermeeren
Lance Calloway
David Kershner
Hue Beattie
Irena Lambreau

Clerk's note: An instructional video was shown on how to virtually join and speak in the meeting.

Carrie Blackwood
Danielle Shaw
Ronald Colson
Russ Dzialo
Jennifer Sefzik
Janet Higbee-Robinson
Jeff Ten Pas
Jack McBride
Warren Sheay
Charles Bailey
Rick Eggerth
Miguel Perry
Andronetta Douglas
Jamie Douglas
Bonnie Barker
Samuel Sefzik
Jacob Pederson
Michelle Smith
Kris Halterman
Michelle Stelovich
Luis Aragon

Clerk's note: An instructional video was shown on how to virtually join and speak in the meeting.

Brel Foebe
Christopher Grannis

Olof Anderson
Gretchen Hovde
Ria Bordian

Clerk's note: An instructional video was shown on how to virtually join and speak in the meeting.

Lenée Collier

Hearing no one else Buchanan closed the Public Hearing.

(Time stamped at 02:31:52)

Donovan moved that the ordinance be adopted. The motion was seconded by Frazey.

Councilmembers discussed the ordinance.

(Timestamped at 02:33:33)

Elenbaas moved to amend the ordinance to remove lines 42 through 51 on Combined Packet page 40 as follows:

~~WHEREAS, multiple trains carrying crude oil from the Bakken formation moving through the United States and Canada have derailed and exploded causing damage to property and the environment, one derailment caused significant fatalities, which is the reason regulations must be improved; and~~

~~WHEREAS, a unit train carrying Bakken crude traveling through Mosier, Oregon, on June 3, 2016, derailed and exploded causing damage to property and the Columbia River, demonstrating that recently adopted state and federal policies and corporate investment intended to reduce the risks associated with oil by rail have proven insufficient to protect communities along the rail corridor; and~~

The motion was seconded by Byrd.

Councilmembers discussed the motion to amend the ordinance.

(Timestamped at 02:47:02)

Donovan moved to call the question.

The motion to call the question failed for lack of a second.

Councilmembers continued to discuss the motion to amend to ordinance.

The motion to amend failed by the following vote:

Aye: 3 - Byrd, Elenbaas and Kershner

Nay: 4 - Browne, Buchanan, Donovan and Frazey

Mark Personius, Planning and Development Services Department Director, answered whether land use policy regulates any type of shipping and whether Title 20 would regulate the construction of the facilities and the parking lots if you were building a gravel facility.

(Timestamped at 03:07:32)

Elenbaas moved to amend the ordinance to remove lines 13-15 on Combined Packet page 41 as follows:

~~WHEREAS, Title 20 currently does not explicitly prohibit transshipment, transport, and transfer of unrefined fossil fuels and construction of infrastructure to facilitate expanded shipment of unrefined fossil fuels not to be processed at Cherry Point; and~~

The motion was seconded by Byrd.

The motion failed by the following vote:

Aye: 3 - Byrd, Elenbaas and Kershner

Nay: 4 - Buchanan, Donovan, Frazey and Browne

(Timestamped at 03:09:41)

Elenbaas moved to amend the ordinance to remove line 38 on Combined Packet page 42 then amended his motion to remove lines 38 and 39 on Combined Packet page 42 as follows:

~~WHEREAS, the Council further finds that extending the moratorium imposed by Ordinance 2019-083 is necessary for the protection of public health and safety; and~~

The motion was seconded by Kershner.

Councilmembers discussed the motion to amend.

Cathy Halka, Council Office, repeated the motion.

The motion failed by the following vote:

Aye: 3 - Byrd, Elenbaas and Kershner

Nay: 4 - Donovan, Frazey, Browne and Buchanan

(Timestamped at 03:56:55)

Elenbaas stated he would like to amend the ordinance to remove language in lines 21-25 on Combined Packet page 43.

Dana Brown-Davis, Clerk of the Council, asked for clarification on where in the ordinance the text is that Elenbaas was referring to.

Councilmembers discussed the request.

Elenbaas moved to amend the ordinance to remove language from lines 21-25 on Combined Packet page 43 as follows:

BE IT FURTHER ORDAINED that for the purpose of this ordinance the definition of “unrefined fossil fuel” includes ~~but is not limited to~~ all forms of crude oil ~~whether stabilized or not; raw bitumen, diluted bitumen, or syncrude; coal; methane propane, butane, and other “natural gas” in liquid or gaseous formats excluding those that are the byproduct of refinery processes in the Cherry Point UGA; and condensate.~~

The motion was seconded by Kershner.

Karen Frakes, Prosecuting Attorney's Office, answered a question about whether the discussion to pass the moratorium is in accordance with the Governor's Proclamation 20-05 and what order from the Governor lifts the condition to limit agendas (Proclamation 20-28.4).

The motion to amend failed by the following vote:

Aye: 3 - Elenbaas and Kershner and Byrd

Nay: 4 - Donovan, Frazey, Browne and Buchanan

(Timestamped at 04:07:38)

The motion to adopt the ordinance carried by the following vote:

Aye: 4 - Frazey, Browne, Buchanan and Donovan

Nay: 3 - Elenbaas, Kershner and Byrd

Donovan's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 3 - Byrd, Elenbaas, and Kershner

Absent: 0

Enactment No: ORD 2020-030

OTHER ITEMS AND COUNCILMEMBER UPDATES

Byrd read the following *motion* into the record:

Any meetings of boards, committees, and commissions through June 17 must be held in accordance with the Governor's proclamation 20-28.4.

If either the enabling statute requires or the standard practice of the presiding body allows public comment during regular meetings, then remote meetings must provide a process to facilitate public comment, in a similar form and length, at the time of the meeting.

This motion is extended in conjunction with any extensions of the Governor's proclamation beyond June 17.

The motion was seconded by Frazey.

Karen Frakes, Prosecuting Attorney's Office, answered a question about whether the Council put a motion in place suspending all meetings due to the Governor's order, whether that is why they are taking this action now, whether it was passed as a motion or resolution and not an ordinance and whether this motion should have been passed before holding a public hearing.

The motion carried by the following vote:

Aye: 7 - Frazey, Kershner, Browne, Buchanan, Byrd, Donovan and Elenbaas

Nay: 0

Councilmembers gave closing comments.

ADJOURN

The meeting adjourned at 10:16 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



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TITLE FOR AGENDA ITEM:

Committee of the Whole - Executive Session for June 2, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: Committee of the Whole Exec Jun 2 2020

Whatcom County Council Committee of the Whole-Executive Session

**COUNTY COURTHOUSE
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(360) 778-5010**



Committee Minutes - Draft Minutes

ESTIMATED TIME - MEETING MAY BEGIN EARLIER/LATER THAN 3:30 P.M.

Tuesday, June 2, 2020

3:30 PM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 3:42 p.m. in a virtual meeting.

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Committee Discussion

Attorney Present: George Roche.

Buchanan 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 6 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Donovan moved to go into executive session until no later than 6 p.m. to discuss the agenda items pursuant to the RCW citations as announced by the Council Chair. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey and Kershner

Nay: 0

1. [AB2020-221](#) Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Toppin & Laule v. Whatcom County & Babson
[Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

This agenda item was DISCUSSED.

Other Business

Adjournment

The meeting adjourned at 3:53 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-070

File ID:	MIN2020-070	Version:	1	Status:	Agenda Ready
File Created:	06/22/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for June 16, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: Committee of the Whole Jun 16 2020

Whatcom County Council Committee of the Whole

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



Committee Minutes - Draft Minutes

VIRTUAL MEETING - ENDS NO LATER THAN 4:30 P.M.

Tuesday, June 16, 2020

2:25 PM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 2:29 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Clerk's note: Browne joined the meeting shortly after roll call.

Announcements

Special Presentation

1. [AB2020-247](#) Presentation on impacts of COVID-19 from childcare business owners

The following people presented:

Aida Rodriguez, Busy Bee Learning Center
Kim Walbeck, Seedlings Early Learning

The presenters answered questions about whether they can speculate about the biggest barriers for other child care providers that have not been able to stay open, whether they applied for the Paycheck Protection Program, whether they are aware of any programs that have closed down and do not have any plans to reopen at this point, what the County can do to help them in their businesses, and whether there are any products or resources that they are having a hard time finding.

This agenda item was PRESENTED.

Committee Discussion

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19
Erika Lautenbach, Health Department Director, updated the Council on the following:
 - Case rates are going up since Whatcom County moved to Phase 2
 - There has been an increase of people in home self-isolation or quarantine that have needed contact tracing
 - There is an increase of exposures due to increased social events
 - The employer support task force is working with and providing support to businesses and getting good feedback

She discussed with Councilmembers whether they could put location numbers on common business signage in order to enable feedback and rankings of businesses for compliance, whether there is a risk that the County will go back to Phase 1 if the numbers of cases continues to go up, support of multimedia communication with the community to encourage change in behavior, whether there are any solutions to address deliberately non-compliant social behavior, confusing and mixed public messages about what is an appropriate group activity, how to present messaging that is clear and promotes trust, compliance being based on personal experience as opposed to messaging, finding ways to be creative with public messaging, how contact tracing is being done, ways to do that in the future, and whether there is a consequence if someone does not keep to a quarantine.

Clerks' note: Councilmembers continued to discuss this agenda item later in the meeting after AB2020-234.

This agenda item was DISCUSSED.

2. [AB2020-234](#) Discussion regarding goals, guidelines, and approach to updating current and future budgets

Councilmembers discussed how they would like to address this agenda item, and whether they could send suggestions for budget goals to the Clerk of the Council to compile so they can be discussed at a later date.

Dana Brown-Davis, Clerk of the Council, spoke about the possibility of scheduling a discussion on the budget next week.

Councilmembers discussed the process of determining Council budget goals.

Byrd presented an example of a Whatcom County COVID-19 Economic Recovery Dashboard from the City of Bellingham.

Brown-Davis followed up on whether Councilmembers would like to have a special meeting on June 23, 2020. Councilmembers concurred to meet on that date.

This agenda item was DISCUSSED.

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19

Clerk's note: This is a continuation of discussion on this item from earlier in the meeting.

Councilmembers discussed the proposed drop-in center on Cornwall Avenue in Bellingham.

The following people spoke and answered questions:

Anne Deacon, Health Department
Tyler Schroeder, Executive's Office

Staff updated the Councilmembers and they discussed whether the County funds the homeless outreach team (HOT) and whether case managers and team members could be increased using the CARES Act funding, other funds that might be available to increase support at the facility, whether this facility will socially isolate the homeless population, concerns about a lack of public process and what would happen to businesses in the area, possibilities for the building in the future, adding outside buildings to the site, and working on requests to provide to the City of Bellingham.

Byrd moved to send a letter to the City of Bellingham before the emergency meeting tonight and ask that they not make a decision on this until June 24, 2020 in order to allow the community to provide feedback. The motion was seconded by Elenbaas.

Councilmembers discussed the motion.

Byrd repeated the motion to send an email to the City Council requesting that they postpone signing the lease until their next meeting next week to provide the community an extra week of time to provide engagement.

The motion failed by the following vote:

Aye: 3 - Byrd, Elenbaas, and Kershner

Nay: 4 - Donovan, Frazey, Browne, and Buchanan

This agenda item was DISCUSSED.

Committee Discussion and Recommendation to Council

1. [AB2020-252](#) Resolution inviting other local jurisdictions to collaborate to improve efficiency for the benefit of our taxpayers

Browne moved that the resolution be recommended for approval and briefed the Councilmembers on its purpose. The motion was seconded by Frazey.

Councilmembers discussed the motion, whether the resolution has been shown to the other jurisdictions and the logistics of how to coordinate a

joint meeting.

Browne's motion that the Resolution be RECOMMENDED FOR APPROVAL carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas and Kershner

Nay: 0

Absent: 0

Other Business

Councilmembers discussed coming up with constructive ideas for the City of Bellingham.

Adjournment

The meeting adjourned at 4:46 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-071

File ID:	MIN2020-071	Version:	1	Status:	Agenda Ready
File Created:	06/22/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for June 16, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Council Jun 16 2020

Whatcom County Council

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



Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Tuesday, June 16, 2020

6 PM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 6 p.m. in a virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

Donovan moved that the Minutes be approved by consent. The motion was seconded by Frazey.

Councilmembers briefly discussed the motion.

See votes on individual items below.

1. [MIN2020-037](#) Special Health Board for March 3, 2020

Donovan moved and Frazey seconded that the Minutes be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [MIN2020-039](#) Regular County Council for March 10, 2020

Donovan moved and Frazey seconded that the Minutes be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [MIN2020-040](#) Committee of the Whole - Executive Session for March 10, 2020

Donovan moved and Frazey seconded that the Minutes be APPROVED BY

CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

4. [MIN2020-041](#) Special Health Board for March 10, 2020

**Donovan moved and Frazey seconded that the Minutes be APPROVED BY
CONSENT. The motion carried by the following vote:**

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

5. [MIN2020-042](#) Special Health Board for March 12, 2020

**Donovan moved and Frazey seconded that the Minutes be APPROVED BY
CONSENT. The motion carried by the following vote:**

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

6. [MIN2020-043](#) Special Council for March 17, 2020

**Donovan moved and Frazey seconded that the Minutes be APPROVED BY
CONSENT. The motion carried by the following vote:**

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

7. [MIN2020-044](#) Special Health Board for March 17, 2020

**Donovan moved and Frazey seconded that the Minutes be APPROVED BY
CONSENT. The motion carried by the following vote:**

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

8. [MIN2020-045](#) Special Health Board for March 19, 2020

Donovan moved and Frazey seconded that the Minutes be APPROVED BY

CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

9. [MIN2020-046](#) Special Council for March 19, 2020

**Donovan moved and Frazey seconded that the Minutes be APPROVED BY
CONSENT. The motion carried by the following vote:**

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

10. [MIN2020-047](#) Regular County Council for March 24, 2020

**Donovan moved and Frazey seconded that the Minutes be APPROVED BY
CONSENT. The motion carried by the following vote:**

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

OPEN SESSION (20 MINUTES)

The following people spoke:

Ashley Winter spoke about recent Councilmember comments made on social media.

Hearing no one else, Buchanan closed the Open Session.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Byrd reported for the Finance and Administrative Services Committee and *moved* that Consent Agenda items 1-9 and 11 and 12 be approved by consent.

See votes on individual agenda items below.

Byrd reported for the Finance and Administrative Services Committee and *moved* that Consent Agenda item number 10 be approved by consent.

See vote on individual agenda item below.

1. [AB2020-167](#) Request authorization for the County Executive to amend a contract between Whatcom County and U.S. Department of Agriculture, Forest Services Baker Lake overtime patrols modifying the Annual Operating Plan in the amount of \$21,900.00 for 2020 with estimated period beginning May 1, 2020 and ending September 30, 2020 and updates to the contact information for Whatcom County

Byrd moved that the SUBSTITUTE Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

2. [AB2020-182](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Sustainable Connections to provide commercial waste reduction, recycling, and food waste recovery initiatives, in the amount of \$95,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

3. [AB2020-183](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Pioneer Human Services to lease the Whatcom County Behavioral Health Crisis Triage Center, in an annual amount of \$10,056

Byrd moved that the Agreement be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

4. [AB2020-225](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Action Cleaning Services to provide custodial service for outside buildings

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

5. [AB2020-228](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Kulshan Supported Employment to provide services to adults with developmental disabilities in the estimated annual amount of \$1,066,912 for an estimated total amended contract amount of \$4,533,257

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

6. [AB2020-229](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington Vocational Services to provide services to adults with developmental disabilities in the estimated annual amount of \$258,093 for an estimated total amended contract amount of \$449,318

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

7. [AB2020-230](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Work Opportunities to provide services to adults with developmental disabilities in the estimated annual amount of \$672,138 for an estimated total amended contract amount of \$2,236,299

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

8. [AB2020-239](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Siemens Industry, Inc. for the Technical Support HVAC Controls Service Agreement, in the amount of \$171,837.96

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion

carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

9. [AB2020-241](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Dept. of Transportation to obligate additional federal construction funds for the Birch Bay Drive and Pedestrian Facility, in the amount of \$377,787

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

10. [AB2020-242](#) Request authorization for the County Executive to enter into a contract between Whatcom County and the Boys and Girls Club of Whatcom County to support operational costs attributed to the addition of 532 childcare slots, in the amount of \$100,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Abstain: 1 - Byrd

11. [AB2020-243](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to receive FEMA Public Assistance funding for COVID-19 response, with the amount to be based on eligible scopes of work

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

12. [AB2020-245](#) Request authorization for the County Executive to enter into a contract between

Whatcom County and RMC Architects PLLC to provide a feasibility study for the Northwest Annex site, in the amount of \$98,950

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

OTHER ITEMS

(From Council Natural Resources Committee)

1. [AB2020-091](#) Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts

Donovan reported for the Natural Resources Committee and ***moved*** that the substitute Ordinance be adopted.

Dana Brown-Davis, Clerk of the Council, clarified that there was a revised version of the Ordinance.

Donovan's motion that the SUBSTITUTE Ordinance be ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-031

(From Council Finance and Administrative Services Committee)

2. [AB2020-093](#) Ordinance amending Whatcom County Code 1.32, Public Records, to delete provisions related to exhaustion of administrative remedies

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-032

3. [AB2020-164](#) Ordinance closing the Lighthouse Marine Park Improvement Fund 362

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-033

4. [AB2020-214](#) Ordinance suspending Whatcom County Code 1.28 to update the Correctional Facilities Operational Standards

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Ordinance be adopted.

Donovan summarized the background of the ordinance.

Councilmembers discussed the ordinance, the discussion in committee, and a request made to the Sheriff's Office to make the updated policies available on the website as they are completed.

Byrd's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-034

5. [AB2020-224](#) Ordinance amending the 2020 Whatcom County Budget, request no. 13, in the amount of \$13,153,598

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Ordinance be adopted.

Councilmembers discussed the motion and demobilization of the Unified Command.

Byrd's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 3 - Byrd, Elenbaas, and Kershner

Absent: 0

Enactment No: ORD 2020-035

6. [AB2020-226](#) Ordinance amending the project budget for the Northshore Drive/Edgewater Lane Stormwater Improvements Fund, request no. 1

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Ordinance be adopted.

Councilmembers discussed the motion and the fund used for the project.

Byrd's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: ORD 2020-036

7. [AB2020-208](#) Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for South Fork Park trail development

Byrd reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2020-020

8. [AB2020-209](#) Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for development of Birch Bay Beach Park

Byrd reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2020-021

(From Council Public Works and Health Committee)

9. [AB2020-184](#) Consideration of citizen appeals of address change due to correction of address number sequence

Frazey reported for the Public Works and Health Committee and ***moved*** that the appeal be denied.

Councilmembers discussed the request and the committee discussion about who should bear the cost depending on who caused the mistake in addressing and creating a proposal which would provide for a mechanism if the homeowner is not at fault for the mistake.

Karen Frakes, Prosecuting Attorney's Office, clarified that the motion was to deny the appeal.

Frazey's motion that the appeal be DENIED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

(From Council Committee of the Whole)

10. [AB2020-252](#) Resolution inviting other local jurisdictions to collaborate to improve efficiency for the benefit of our taxpayers

Buchanan reported for the Committee of the Whole.

Browne summarized the Resolution.

Clerk's note: After the vote, and under AB2020-129 Browne suggested that the Resolution be sent with a cover letter signed by the Chair to each of the other jurisdictions addressed to their respective councils. The Chair concurred.

Buchanan moved and Browne seconded that the Resolution be APPROVED.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2020-022

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2020-129](#) Requests confirmation of the County Executive's appointment of Steven Groen to the Agricultural Advisory Committee

Donovan moved that the Executive Appointment be confirmed. The motion was seconded by Frazey.

Councilmembers discussed the motion.

Donovan's motion that the Executive Appointment be CONFIRMED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [AB2020-130](#) Requesting confirmation of the County Executive's appointment of Todd Tyrrell to the Whatcom County Appeals Board

Donovan moved and Byrd seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [AB2020-135](#) Requesting confirmation of the County Executive's appointment of David Charleston to the Developmental Disabilities Advisory Board

Byrd moved and Frazey seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

4. [AB2020-136](#) Requesting confirmation of the County Executive's appointment of John Radwanski to the Americans With Disabilities Act (ADA) Compliance Committee

Byrd moved and Donovan seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

INTRODUCTION ITEMS

Donovan moved to introduce items one through four. The motion was seconded by Byrd (see votes on individual items below).

1. [AB2020-138](#) Receipt of application for the Homeless Strategies Workgroup, Homeless Children and Families position, applicant(s): Joel Kennedy (application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)

Donovan moved and Byrd seconded that the Council Appointment be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [AB2020-248](#) Receipt of application for the Noxious Weed Board, District 3, applicant(s): George Kaas (application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)

Donovan moved and Byrd seconded that the Council Appointment be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [AB2020-249](#) Receipt of application for the Drainage District 3, commissioner position 3, applicant(s): Paul Sangha (application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)

Donovan moved and Byrd seconded that the Council Appointment be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

4. [AB2020-250](#) Receipt of application for the Homeless Strategies Workgroup, Schools position, applicant(s): Lisa Marx (application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)

Donovan moved and Byrd seconded that the Council Appointment be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Buchanan reported on a possible special meeting on the afternoon of June 23 or June 30, 2020 to discuss the following agenda items:

- **Resolution docketing Comprehensive Plan and development regulation amendments (AB2020-106)**
- **Discussion regarding goals, guidelines, and approach to updating current and future budgets (AB2020-234)**

Kershner moved to have a special meeting on the June 23, 2020 after the Water Work Session. The motion was seconded by Frazey.

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed the motion and the time for the meeting.

The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Kershner, Browne, Buchanan, Byrd, and Donovan

Nay: 0

Councilmembers gave reports and updates on recent events.

Satpal Sidhu, County Executive, extended an invitation to meet and talk with Councilmembers.

ADJOURN

The meeting adjourned at 6:59 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-072

File ID:	MIN2020-072	Version:	1	Status:	Agenda Ready
File Created:	06/26/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Special Committee of the Whole for June 23, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: Special Committee of the Whole Jun 23 2020

Whatcom County Council Special Committee of the Whole

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



Committee Minutes - Draft Minutes

AGENDA REVISED 6.22.2020

Tuesday, June 23, 2020

1 PM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 1 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Announcements**Committee Discussion and Recommendation to Council**

1. [AB2020-106](#) Resolution docketing comprehensive plan and development regulation amendments

The following staff spoke and presented:

- Mark Personius, Planning and Development Services Department Director
- Matt Aamot, Planning and Development Services Department gave a presentation

Aamot answered questions about whether a lot is prevented from being developed as a residence if the land is already zoned in neighborhood commercial and whether existing houses predated the neighborhood commercial zoning.

Aamot continued his presentation.

The following application representative spoke regarding PLN2020-00004:

- Ali Taysi, AVT Consulting LLC

Aamot and Taysi answered whether the potential uses listed in the application are currently things that can exist in rural forestry, whether they cannot upgrade the parking lot or have an educational center or café with the current mineral resource lands (MRL) designation, whether uses such as an educational center are an allowed use in the rural area around this property, what other things would regulate the construction of educational meeting facilities and cabins, how this proposal could be done since rural forestry only allows one dwelling per 20 acres, and whether this is just to docket the application.

Aamot continued his presentation and answered whether the County had already started the Shoreline Management Program (SMP) process, and whether the Council had already agreed to the interlocal agreement concerning the temporary procedures for adopting the Countywide Planning Policies.

The following application representative spoke regarding PLN2020-00001:

- Tom O'Brien, Point Roberts Independent Business Council (PRIBC)

O'Brien referred to and answered questions about Whatcom County Code (WCC) 20.72 (Point Roberts Special District) and whether he is requesting to repeal or review that section.

Personius answered a question about whether the docket item would remove the restrictions imposed by WCC 20.72, whether the effect of this would be to prevent the work of the Point Roberts Community Advisory Committee (PRCAC) and override their recommendations, how this application and the application for the Point Roberts Subarea Plan and Point Roberts Special District can both be on the docket, and whether there is a model for the hearing examiner process to assess economic impacts or whether a separate economic impact analysis can be done.

Satpal Sidhu, County Executive, stated they should consider Point Roberts as a totally separate entity instead of having code for the County and trying to conform Point Roberts into that. Create a new code for them instead of going through the Hearing Examiner. These proposals are competing with each other but they are not looking at long-term solutions.

Councilmembers and the other speakers discussed the item and how to allow an equal say for everyone, docketing both items or looking for another solution so that the Council can hear from both sides, getting budget authority to hire a consultant or the Port of Bellingham in order to do more economic development planning in Point Roberts as a part of the Comprehensive Growth Management Act (GMA) Plan, having a moderator work with the different groups in Point Roberts and looking at funding that in the budget, how people get on the PRCAC, how far along the PRCAC is in their work and how far the gap in policy is between the PRCAC and the PRIBC.

Donovan moved that the Resolution be recommended for approval with an amended Exhibit A to remove PLN2020-00001. The motion was seconded by Brown.

Donovan withdrew his motion **and moved** that the Resolution, including Exhibit A, be recommended for approval. The motion was seconded by Browne.

Donovan moved to amend Exhibit A of the Resolution to remove PLN2020-00001. The motion was seconded by Brown.

Councilmembers discussed the motion.

The motion to amend Exhibit A carried by the following vote:

Aye: 4 - Frazey, Browne, Buchanan, and Donovan

Nay: 3 - Kershner, Byrd, and Elenbaas

Councilmembers and staff discussed the request to waive the application fees.

The motion that the Resolution be recommended for approval as amended carried by the following vote:

Aye: 7 - Kershner, Browne, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

Nay: 0

Browne moved to not waive the fees on either request. The motion was seconded by Kershner.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 1 - Byrd

Donovan's motion that the Resolution be RECOMMENDED FOR APPROVAL WITH PROPOSED AMENDMENT carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas and Kershner

Nay: 0

Absent: 0

Committee Discussion

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19

Clerk's note: Health Department staff was not available so Councilmembers went to the next agenda item. See discussion on this item after AB2020-234.

This item was discussed after AB2020-234, later in the meeting.

2. [AB2020-234](#) Discussion regarding goals, guidelines, and approach to updating current and future budgets

Dana Brown-Davis, Clerk of the Council, stated that one response came in from councilmembers on this item.

Buchanan spoke about a grant from the MacArthur Foundation and a conference he attended concerning the reduction of incarceration with regard to mental health and racial disparity. An idea for using the grant money is enhancing the Ground-Level Response and Coordinated Engagement (GRACE) and the Law Enforcement Assisted Diversion (LEAD) programs. He stated he would like to see that as a budget priority.

Tyler Schroeder, Executive's Office, answered a concern about giving specific and tangible information that the Administration can use to develop the budget and communicate to the department heads. The budget priority meeting has been re-scheduled for July 8, 2020 so they can incorporate councilmember goals into the document.

Councilmembers discussed whether the LEAD and GRACE programs have the ability to function in an advisory role to the Council and whether they should put together a committee that could function as an advisory role to the Council concerning race relations in Whatcom County.

They discussed the following possible budget priorities:

- Reducing redundancies in Whatcom County government by putting the Parks Department under the Public Works Department
- Focusing on values that the Council has influence over
- Investing in upstream prevention and interventions in lieu of costly remediation strategies
- Funding the homeless outreach team
- Consolidating County building work space by allowing family friendly work-from-home policies if employees choose and if they are able to complete their job responsibilities
- Keeping the current COVID-19 jail booking procedures

Byrd led a discussion about budget priorities and goals using the document, Frazey's Additions to Byrd's Priorities (on file).

Councilmembers discussed establishing two budgets reflecting a 10 percent and 20 percent decrease from 2019 revenue, whether they should request that the Administration produce two different budgets, waiting first to hear what the Executive's Office proposes, requesting that the Administration just prepare a budget with a 20 percent decrease from the 2019 revenue, whether the Council should direct the Executive's Office on a specific percentage and what that should be.

Tyler Schroeder, Executive's Office, answered questions about whether they are going to get new revenue forecasts or sales tax projections, what percentage of the budget the Administration is thinking of cutting, and what percentage of the County's revenue comes from sales tax. He stated the Administration will put together a 2021-2022 budget based on an amended 2020 budget which will be based on projections on sales and property tax revenues. They will present a balanced budget based on projections with a game plan for accomplishing reductions if the revenues don't turn out to be as forecasted.

Councilmembers continued to discuss the item.

Brad Bennett, Administrative Services Department, spoke about the percentage of the decrease and stated that sales and property tax reduction was less than they thought but they will need to look at why. Money that is discretionary is limited but they will come up with some realistic and conservative revenue estimates and then try and manage a budget within that. Then they will identify where they would have to cut, but reductions across the board do not always work.

Byrd suggested a motion to establish a single budget reflecting a 20 percent decrease from 2019 revenue.

Councilmembers discussed establishing a budget without a fixed amount of decrease but with a contingency if there is a 20 percent decrease in revenue, requesting the Executive to prepare a budget with a supplemental reflecting what would be done differently or what would have to change in the budget if revenues drop by 20 percent, not creating more work for the departments by asking them to work on a scenario that may not come into fruition, and leaving it up to the Executive's Office and Finance to propose a budget.

Schroeder stated in the past the Administration has prepared negative additional service requests which would show where in the organization you can accomplish reductions. A valuable conversation in the next couple

months with Council will be prioritizing where in the organization those program reductions would have to happen.

Browne moved to request the Executive to prepare a budget with a supplemental reflecting what would be done if revenue decreases by 20 percent. The motion was seconded by Byrd.

The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Elenbaas, Frazey, Kershner, and Browne

Nay: 1 - Donovan

Councilmembers discussed the following goal as presented on the screen by Byrd:

Achieve a balanced and affordable housing market, with Monthly Sales Inventory (MSI) between five and seven months and vacancy rate between five to seven percent by end of 2023.

Browne suggested alternative language for the goal: Focus on identifying and removing barriers to affordable housing.

Byrd stated they could change the year from 2023 to 2025.

Byrd moved to approve the goal: Achieve a balanced and affordable housing market, with MSI between five and seven months and vacancy rate between five to seven percent by the end of 2025. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 6 - Byrd, Elenbaas, Frazey, Kershner, Browne, and Buchanan

Nay: 0

Absent: 1 - Donovan out of the meeting

Councilmembers discussed the remaining proposed goals:

Kershner moved to approve the goal: Increase the number of students ready to enter kindergarten by 50 percent by the end of 2022 (increase from current rate of 47 percent for Whatcom County to 70 percent). The motion was seconded by Byrd.

The motion carried by the following vote:

Aye: 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Browne

Nay: 1 - Donovan

Browne moved to approve the goal: Invest in upstream prevention and interventions in lieu of costly remediation strategies including incarceration and racial disparity. The motion was seconded by Kershner.

The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Kershner, Browne, Buchanan, Byrd, and Donovan

Nay: 0

Kershner moved to approve the goal: Achieve county-wide unemployment rate of five percent or less by end of 2022.

Byrd suggested a friendly amendment to make the year 2025. Kershner accepted the friendly amendment and the motion was seconded by Byrd.

Councilmembers discussed the motion.

Donovan suggested a friendly amendment to change the rate of unemployment to two percent. The friendly amendment was not accepted.

Councilmembers continued to discuss the goal.

The motion carried by the following vote:

Aye: 6 - Frazey, Kershner, Browne, Buchanan, Byrd, and Elenbaas

Nay: 1 - Donovan

This agenda item was DISCUSSED AND MOTIONS WERE APPROVED.

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19

Erika Lautenbach, Health Department Director, updated the councilmembers on the following:

- The Governor of Washington held a press conference earlier today and issued a statewide mandate for mask-wearing
- The COVID Employer Support Task Force will meet this week to approve the communications tool kit they have been working on with the Regional Economic Partnership
- A communications plan launched last week with TV and radio spots
- There have been at least 49 new cases of COVID-19 in last four days in Whatcom County.
- The Health Department is getting help from the State for contact investigations as well as help from volunteers
- The demographic of cases has flipped to younger people under 30 (they make up two thirds of the cases in the county and most are in

North County) and they are experiencing less severe illness

She discussed with councilmembers and answered questions about whether the Health Department is still doing COVID-19 testing at no charge, how to remove barriers for people without health insurance or a physician to get tested, how to expand the capacity within the Health Department to be able to test people without a long turnaround time like Skagit County, what resources the Health Department needs to provide a meaningful level of testing, whether they can use emergency funding to help with building Health Department capacity, whether there is a pool of people the Health Department could draw from to free up Health Department staff, how to expand testing capacity in the non-governmental side and particularly for those who cannot get a physician's referral, whether we have access to enough tests, and what the Council can do to help,

Browne moved to have the Health Department come back to the Council with the exact requirements they need in order to do 300 tests a day so tests can be provided to people in a timely fashion. The motion was seconded by Donovan.

Kershner suggested a friendly amendment that the Health Department immediately contact Mike Hilly of Emergency Medical Services (EMS) to see if his Medical Reserve Corps professionals are available. The friendly amendment was accepted.

Lautenbach requested that rather than setting metrics specifically for the Health Department, they give them a couple days to figure out a strategy and talk to other providers instead of putting the responsibility of all 300 tests on just the Health Department.

Councilmembers discussed the motion with Lautenbach and finding out what Skagit County is doing differently.

The motion carried by the following vote:

Aye: 5 - Kershner, Browne, Buchanan, Donovan, and Frazey

Nay: 0

Absent: 2 - Byrd and Elenbaas out of the room

Lautenbach stated the County is not currently in a position to apply for Phase 3 but the Health Department will let them know when that times comes.

Councilmembers and Lautenbach discussed a report that an age care facility

has been telling its staff they are not able to get personal protective equipment (PPE) but might be saying that to reduce costs, what the Council can do policy wise to address it, and whether Whatcom County has had any reports of age care facilities that have kicked out residents in order to take COVID-19 patients because they get reimbursed for those at a higher rate.

This agenda item was DISCUSSED AND A MOTION WAS APPROVED.

Other Business

Adjournment

The meeting adjourned at 5:24 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-073

File ID:	MIN2020-073	Version:	1	Status:	Agenda Ready
File Created:	06/26/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Water Work Session for June 23, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Water Work Session Jun 23 2020.pdf

Whatcom County Council Water Work Session

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



Minutes - Draft Minutes

Tuesday, June 23, 2020

10:30 AM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 10:33 a.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey and Kathy Kershner

Absent: None

Floodplain Integrated Planning (FLIP) update

Paula Harris, Public Works Department, gave a presentation and updated the Councilmembers. She and Councilmembers discussed flood proofing buyouts, whether a stream or ditch can be buried, whether someone can look at the channels where the river splits to see if there is an opportunity to dredge part of it to pull out the gravel and deepen it enough so that it can be filled with flood water, and only taking gravel from dry reaches so that habitat is not affected.

NPDES and Lake Whatcom TMDL Update

Cathy Craver, Public Works Department, updated the councilmembers. She highlighted accomplishments from the last permit cycle and spoke about some of the Total Maximum Daily Load (TMDL) requirements that are part of their new permit.

Water Resources Update

Gary Stoyka, Public Works Department, briefed the Councilmembers on the March Watershed Management Board meeting which was cancelled and rescheduled for June 24, 2020 at 9 a.m. The main topics for the meeting are a summary of where the board is on the 5-year work plan and a presentation from the Department of Ecology (DOE) about adjudication and how they will select the next adjudication basin.

Satpal Sidhu, County Executive, updated the Council on resolution of water issues and recent meetings with several stakeholders regarding the water adjudication process, what a good settlement looks like to all the parties involved, and the role he sees the Council playing. He also spoke about the Council engaging with the Planning Unit with leadership coming from Council.

Sidhu and Stoyka answered questions about when they would know whether the County is placed in the queue for the adjudication process, a suggestion that the parties come together and agree on what they would mutually like to

achieve including shared goals toward a common objective, and whether there could be a moderator who is not invested in water issues to direct water meetings.

Stoyka continued his update on the following items:

- Continuing work on water use efficiency projects
- A report from RH2 Engineering on using water banks or a trust water rights program in Whatcom County
- The next Planning Unit Meeting on June 24, 2020 at which there will be an update on their efforts to update the Watershed Management Plan and an attempt to come up with a unified position on adjudication
- A Lake Whatcom Joint Councils and Commissions meeting to approve the next five-year work plan which got cancelled because of the COVID-19 crisis (Each jurisdiction is taking it to their individual councils for approval and that will then come to the Council for approval)
- The Lake Whatcom Stewardship guide which is almost ready
- The start of the Lake Whatcom 2020 aquatic invasive species inspection program
- The completion of the Natural Resources Division of Public Works annual report

WRIA 1 Planning Unit

Kathy Sabel, Planning Unit member, gave an update on Planning Unit meetings from February, March and June of 2020. She spoke about a memo sent to the Council on March 26, 2020 and stated that the Planning Unit is requesting the Whatcom County Council specify what efforts they wish the Planning Unit to perform. The Planning Unit would like to address any possible miscommunications and would appreciate hearing any questions and comments on that memo.

She answered questions about resending information regarding Council requests of the Planning Unit, updating the Planning Unit caucus representation questionnaire online, whether the Planning Unit's as well as individual caucus' decisions about whether they are for or against adjudication will be in an informal or formal meeting, requiring the questionnaire and making sure caucuses still exist and are still meeting and active before acting as representatives in decisions and advice.

Adjournment

The meeting adjourned at 12:11 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-253

File ID:	AB2020-253	Version:	1	Status:	Introduced for Public Hearing
File Created:	06/12/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution authorizing Whatcom County to enter into a twenty-year communication tower lease agreement with Verizon Wireless for an existing tower site located at the Lookout Mountain Forest Reserve

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The enclosed lease agreement updates the terms and extends the current lease agreement with Verizon Wireless for another twenty years. The current agreement, which expires in 2022, was transferred to Whatcom County in 2014 from the Department of Natural Resources as part of the reconveyance of forest lands on Lookout Mountain.

HISTORY OF LEGISLATIVE FILE


Date:	Acting Body:	Action:	Sent To:
07/07/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memorandum, Resolution, Communication Tower Lease Agreement



MEMORANDUM

TO: County Executive Sidhu and Members of the County Council

FROM: Michael McFarlane, Director 

DATE: June 10th, 2020

RE: Verizon Wireless Site Lease at Lookout Mountain Forest Preserve

Enclosed please find a communication tower lease agreement between Verizon Wireless and Whatcom County. This agreement is for an existing Verizon Wireless tower site located at the Lookout Mountain Forest Preserve. The existing lease expires in 2022 and this agreement updates the terms and extends the lease for another twenty years at that time.

These leases were transferred to Whatcom County in 2014 from the Department of Natural Resources as part of the reconveyance of forest lands on Lookout Mountain. The County desired to update and enter into a new lease as opposed to amending the current agreement.

I am recommending approval of the agreement.

RESOLUTION NO. _____

**AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A TWENTY-YEAR
COMMUNICATION TOWER LEASE AGREEMENT WITH CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

WHEREAS, in January 2014, the State of Washington through the Department of Natural Resources conveyed to Whatcom County, land which contained Commercial Communication Tower Lease sites with existing established towers; and

WHEREAS, Whatcom County Code 1.10.410 requires County Council to indicate by resolution whether a real property lease may be awarded by private negotiation with interested parties; and

WHEREAS, Whatcom County Code 1.10.410 authorizes County Council approval of real property leases; and

WHEREAS, the tower lease sites are located on Lookout Mountain and are remote and do not impede or impact public recreation or any other County purpose; and

WHEREAS, the established communication towers are a substantial company expenditure and commitment and long-term leases are necessary in this industry; and

WHEREAS, the prior Department of Natural Resources tower leases were for a period of ten years and will be expiring; and

WHEREAS, Cellco d/b/a Verizon Wireless, owner of one of the towers has requested to extend its communication tower lease for an additional twenty-years; and

WHEREAS, the new communication tower lease contains updated lease provisions from the prior DNR leases, including lease rate increases, an annual three (3) % increase, road maintenance fees and five-year rate reviews; and

WHEREAS, this communication tower lease appears to be in the best interest of the County and the people thereof.

NOW, THEREFORE, BE IT RESOLVED that the communication tower lease with Cellco Partnership d/b/a Verizon Wireless, proposed by Parks & Recreation Department be awarded through private negotiation with interested parties.

BE IT FURTHER RESOLVED that the Council authorizes the County Executive to enter into a twenty-year communication tower lease agreement with Cellco Partnership d/b/a Verizon Wireless for leased space on park property located at the Lookout Mountain Forest Preserve as outlined in the agreement.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON




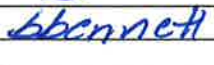

Brandon Waldron, Civil Deputy Prosecutor

Satpal Singh Sidhu, County Executive

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	Administration (8010)
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	Verizon Wireless
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> 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): \$ 25,251 annually 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: Twenty-year communication tower site lease to Verizon Wireless beginning 4/1/22. Site located at the Lookout Mountain Forest Preserve. Current site lease to Verizon Wireless expires 3/31/22.	
Term of Contract: 20-years Expiration Date: 3/31/42	

Contract Routing:	1. Prepared by: Michael McFarlane	Date: 4/30/20
	2. Attorney signoff: 	Date: 5/5/2020
	3. AS Finance reviewed: 	Date: 5/25/2020
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.: 	Date: 5-18-2020
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:



COMMUNICATION SITE LAND LEASE

Agreement No. _____

Lessee's Reference No. _____

THIS COMMUNICATION SITE LAND LEASE WITH UTILITIES (**Lease**) is made by and between WHATCOM COUNTY, a political subdivision of the State of Washington, acting by and through its Parks & Recreation Department (**County/Lessor**), and Cellco Partnership d/b/a Verizon Wireless (UBI 602057104) (**Lessee**).

RECITALS

WHEREAS, County (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Communication Site Land Lease dated May 2, 2012 ("**Original Lease**"), pursuant to which the Lessee has an exclusive leasehold interest for the transmission and receipt of wireless communications signals within the Lease Area (as defined herein); and

WHEREAS, Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Lease Area (as defined herein), all as more particularly described therein; and

WHEREAS, Lessee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

WHEREAS, Lessor and Lessee desire to terminate the Original Lease as of the Commencement Date (as defined herein in Section 4.01) of this Lease and thereafter this Lease shall control, and the Original Lease shall be of no further force and effect. Notwithstanding anything to the contrary contained herein, the terms of the Original Lease shall remain in full force and effect up until the Commencement Date (as defined herein in Section 4.01) of this Lease.

SECTION 1 – DEFINITIONS

Whatcom County Parks
Verizon Communication
Tower Lease Agreement No.
410192 / 103042

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1.01 “Agreement Number.” County’s identification number assigned to this Lease.

1.02 “Anniversary Date.” The annual date established by the Rent Commencement Date and on which Rent is due.

1.03 “Communication Site Area.” That area labeled as “Communication Site Area” on the Survey and Site Plan (both defined below), which includes, but is not limited to, the Facility Use Area, dedicated parking areas and Access, as applicable.

1.04 “Communication Site Facilities.” Towers, structural tower base(s), one or more buildings, generator(s), and fuel storage tank(s) and other Improvements as described and pre-approved in the Lessee’s original Survey and Site Plan.

1.05 “Commencement Date.” The mutually agreed upon date on which the Lease is effective.

1.06 “County Owned Improvements.” Improvements made or owned by County as shown on the Site Plan.

1.07 “Emergency.” An event posing an imminent threat of bodily injury, property damage, or critical equipment failure.

1.08 “Electronic Interference.” Harmful transmission of radio wave frequencies that disrupt transmission and receipt of radio waves and includes interference as defined by the Federal Communications Commission (FCC).

1.09 “Equipment.” All electronic equipment placed on and within the Improvements located on the Facility Use Area. This includes, but is not limited to, antennas, equipment cabinets, Radio Units (defined below) and backup power batteries. Equipment is personal property and shall at no time be deemed a fixture to the real property on which it is located.

1.10 “Facility Use Area.” That certain area of the Communication Site Area identified on the original Survey and Site Plan.

1.11 “Government Approval.” All necessary federal, state, and local licenses, permits, and approvals.

1.12 “Hazardous Substance(s).” Any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations; and any hazardous substance under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations; and any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos;

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urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time.

1.13 “Improvements,” consistent with RCW 79.02.010(8), are additions within, upon, or attached to Lease Area (defined below). This includes, but is not limited to, fill, structures, concrete pads, towers, shelters, utilities, generators, fuel storage tanks and fixtures. Improvements also include additional rock, earth, or ballast placed on Lease Area. Improvements include any construction, alteration, or addition to pre-existing Improvements. Improvements do not include Equipment.

1.14 “Interference Notice.” Written notification by Lessee to County of Electronic Interference on the Communication Site Area potentially arising from County-managed lands; and written notification by County to Lessee regarding Electronic Interference on County-managed lands potentially arising from Communication Site Area.

1.15 “Lease Area.” That area described on the Survey inclusive of Communication Site Area, Utility Area, and Road Access Area.

1.16 “Lessee.” Party holding a possessory interest in real or personal property under this lease.

1.17 “Lessee-Owned Improvements.” Are Improvements authorized by County, located within the Lease Area, and (1) made by Lessee, or (2) acquired by Lessee from County, a prior tenant or a Permittee.

1.18 “Party(ies).” County and Lessee may jointly be referred to herein as the “Parties” or individually, a “Party.”

1.19 “Permittees.” Lessee’s employees, agents, contractors, sublessees, subcontractors, licensees, invitees, and assigns.

1.20 “Personal Property.” Items that can be removed from Lease Area and Improvements without (a) injury to Lease Area or Improvements or (b) diminishing the value or utility of Lease Area or Improvements.

1.21 “Physical Interference.” Natural or man-made objects that cause physical obstruction to Lessee’s use of Communication Site Area.

1.22 “Radio Unit.” A radio transmitter and/or receiver.

1.23 "Road Access Area." That certain area of the County's Land identified on the Survey and Site Plan.

1.24 "Site Plan." That certain site plan named _____ dated _____ on file with Whatcom County, under the Agreement Number for this Lease.

1.25 "Survey." The certain Record of Survey filed in Whatcom County on _____ under Auditor's File Number _____.

1.26 "County Land." The larger parcel of real property owned by County in which the Lease Area is a part of.

1.27 "Termination Date." The date this Lease expires, is cancelled, or terminated.

1.28 "Unauthorized Improvements." Improvements made on Lease Area without County's prior consent or Improvements made by Lessee that do not conform to the original Survey and Site Plan or this Lease.

1.29 "Utility Area." That certain area of the County Land identified on the Survey and Site Plan.

1.30 "Work." Construction, reconstruction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements or roads.

SECTION 2 - CONVEYANCES

2.01 Conveyances.

- (1) **Communication Site Area.** County hereby grants to Lessee an exclusive leasehold interest in the Communication Site Area generally described as and depicted in attached Exhibit A (Depiction of Communication site Area and Utility Area), and located within attached Exhibit D (Legal Description of County Land), and as depicted in the Survey and Site Plan referenced in this Lease. An exclusive leasehold is not granted to any other County owned property, which includes but is not limited to, common parking areas, non-exclusive utility services or areas, other tower sites, or as described in (2) and (3) below.
- (2) **Utility Area.** County hereby grants to Lessee a non-exclusive right to use the Utility Area.

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- (3) **Road Access Area.** County hereby grants to Lessee a non-exclusive right to use the Road Access Area.

2.02 Access to Lease Area. Access to Lease Area includes a nonexclusive right to use an existing road over and across the location shown on the map marked attached as "Exhibit C". Such access shall be provided twenty-four (24) hours per day, seven (7) days per week, unless access is closed due to damage or acts of nature which renders access unavailable until repaired. Access by Lessee and permittees shall be for business purposes only.

2.03 Memorandum of Lease. At Lessee's expense and no later than sixty (60) days after receiving the fully executed Lease, Lessee shall record a short form of this Lease, in a form substantially similar to the Memorandum of Lease attached as Exhibit E and attachment E-1 with the Whatcom County Auditor's Office. Lessee shall provide County with a copy of the recorded Memorandum of Lease. If Lessee fails to record the Memorandum of Lease, County may record it and Lessee shall reimburse the costs of recording within sixty (60) days of County's demand.

2.04 Reservations by County.

- (1) County reserves for itself, its successors, and assigns, the right at all times for any purpose to cross and re-cross Lease Area at any place or grade; to grant easements and licenses over Lease Area; to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from Lease Area insofar as such uses do not unreasonably interfere with Lessee's rights.
- (2) County and its agents may enter Lease Area and any structural Improvements thereon at all reasonable times for the purpose of inspecting the installations, or equipment, provided that, except in case of an emergency, County shall provide Lessee with at least ten (10) business days prior written notice prior to inspecting the Facilities Area to enable Lessee to arrange to accompany County. This clause shall not be construed to impose a duty to inspect.

2.05 Permittees. Conduct of Permittees will be deemed the conduct of Lessee.

2.06 Third-Party Interests. This Lease is subject to all valid interests of third parties noted in the records of Whatcom County and on file with the Whatcom County Parks & Recreation Department, Whatcom County Washington as of the Commencement Date. It is understood and agreed by the Parties that the Lessee's Communication Site Area is immediately adjacent to two (2) other communication towers that also lease county property and also utilize the access road

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as is roughly depicted and described in Exhibit C. This Lease is not intended to alter, adversely impact, or restrict the County in its current and future use of its property.

2.07 Public Use. County is not responsible for public use that may impact Lease Area.

2.08 Lessee Warranties. Lessee warrants that the Survey and Site Plan are true and accurate descriptions of Lease Area and Improvements. County reserves the right to retroactively adjust Rent (as defined below) if at any time during the Term (as defined below) of the Lease, County discovers a discrepancy between Lease Area description and the area actually used by Lessee.

2.09 Inspection. Except as otherwise provided in this Lease, County makes no representation regarding the condition of Lease Area, Improvements located on Lease Area, the suitability of Lease Area for Lessee's intended use, compliance with governmental laws and regulations, availability of utility rights, or access to Lease Area. Except as otherwise provided in this Lease, Lessee accepts Lease Area "AS IS."

2.10 County Warranties. County makes no warranty of quiet enjoyment of Lease Area.

2.11 Existing Structures. All existing structures or improvements located on the Facility Site Area (as defined herein) as of the Commencement Date belong to Lessee or Permittees except as set forth below:

None

SECTION 3 - PURPOSE

3.01 Lease. Lessee shall have the right to use the Communication Site Area for the transmission and receipt of wireless communications signals. Lessee's permitted use includes constructing, installing, repairing, maintaining, upgrading, updating, removing, securing, and operating Equipment and Improvements as described and approved in the original Survey and Site Plan or the current configuration of Lessee's equipment and improvements as of the Commencement Date of this Lease, including Exhibits A and B.

3.02 Utilities. Lessee shall be permitted to use the Utility Area and Communication Site Area for installation, maintenance, repair, and use of underground and existing overhead power cables and conduits for underground power and fiber, as identified in the Site Plan and Exhibits A and B. In the event that utilities or fiber are necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) and cannot be located within the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing

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the location of utilities or fiber on other real property owned by Lessor, so long as there are no additional costs to Lessor and County property is not unduly burdened or diminished in value.

3.03 Road Access. Lessee shall be permitted to use the Road Access Area for access to and from the Communication Site Area and Utility Area for purposes of this Lease.

3.04 Extent of Use. Notwithstanding the restrictions on assignment of this Lease, Lessee has the right, at its sole discretion, to sublease, or otherwise enter into occupancy and use arrangements of Lease Area and share access rights granted under this Lease with Permittees, subject to the terms of this Lease.

Lessee may, at Lessee's sole expense, use any and all appropriate means of restricting access to the Communications Site Area, including construction of a fence around the Communications Site Area.

3.05 Maintenance. Lessee shall maintain Lease Area, excluding the Road Access Area, in a reasonable and safe condition throughout the Term, reasonable wear and damage from casualty or natural disaster excepted.

3.06 Restrictions. Lessee shall not cause or permit:

- (1) Damage to land or natural resources.
- (2) Removal of valuable materials as defined under RCW 79.02.010(15), minerals, coal, oil, or gas without the prior written consent of State.
- (3) Accumulation of debris or refuse;
- (4) Raising effective radiated power (ERP) within the Facility Use Area beyond that authorized by the FCC.

3.07 Compliance with Laws. Lessee shall comply with all applicable laws and regulations affecting its use of the County Land and assume at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this Lease.

3.08 Liens and Encumbrances. Unless expressly authorized by County in writing, Lessee shall keep Lease Area free and clear of liens or encumbrances arising from Lessee's use or occupancy of Lease Area. Notwithstanding the foregoing, Lessee may grant such encumbrances

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of any improvements, personal property or fixtures owned by Lessee which are located within the Lease Area without the consent of Lessor so long as the County's lease interest or property is not impaired, restricted or encumbered.

SECTION 4 - TERM

4.01 Term. The Lease shall commence on April 1st, 2022 (the "**Commencement Date**") and continue until a period of twenty (20) years (the "**Term**") until March 31st, 2042 (the "**Termination Date**"), unless adjusted under the terms of this Lease. Use of the Road Access Area and the Utility Area shall terminate upon expiration or termination of the Lease, except for as necessary to remove any Equipment and Improvements required under this Lease from Lease Area in accordance with the terms of Condition at End of Term (as described in Section 4.05). The "Rent Commencement Date" shall be April 1, 2022.

4.02 Lease Extension.

- (1) County may allow Lessee to continue to hold the Lease Area for a period not exceeding one (1) year after the Termination Date of this Lease, if the Lease Area is not otherwise going to be utilized by County. Upon expiration of the one (1) year holdover period, County may issue a temporary permit to Lessee if County has not yet determined the disposition of the Lease Area for other County purposes. The temporary permit shall not extend beyond a five (5) year period.
- (2) Failure to Vacate. If County notifies Lessee to vacate Lease Area and Lessee fails to do so within the time set forth in Section 4.05, Lessee will be a trespasser and shall owe County all amounts due under RCW 79.02.300 or other applicable law.

4.03 Late Possession. If, for any reason whatsoever, County cannot deliver possession of Lease Area to Lessee on the Commencement Date, this Lease will not be void or voidable, nor will County be liable to Lessee for loss or damage resulting from the delay in delivery of possession. In such event, the Parties may renegotiate the affected terms of the Lease.

4.04 Lessee's Right to Terminate Agreement. Lessee may terminate this Lease at any time conditioned upon one hundred eighty (180) days' advance notice to County, which notice shall be "Surrender of Leasehold" as depicted in attached Exhibit F or in a form acceptable to County, provided Lessee has no outstanding Rent (as defined below) or other charges due to County, and has removed all Equipment and Improvements required to be removed under this Lease from Lease Area in accordance with the terms of Condition at End of Term (as described in Section 4.05).

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4.05 Condition at End of Term. Within Ninety (90) days following the Termination Date (the “**Removal Date**”), Lessee shall surrender Lease Area to County in the same or better condition as on the Commencement Date, reasonable wear and damage from casualty or natural disaster excepted. County may require that Lessee provide a Phase I - environmental site assessment or equivalent to identify any environmental contamination.

4.06 End of Term. Disposition of Equipment and Lessee-Owned Improvements shall be in accordance with the following terms and conditions, and as provided in RCW 79.13.050.

- (1) By the Removal Date, all Equipment and Improvements, including impervious surfaces, constructed or installed by or at the direction of Lessee and Permittees shall be removed from the Lease Area, except as otherwise provided in this Lease or as the Parties otherwise agree in writing.
- (2) For any Lessee’s or Permittees’ Equipment and/or Improvements left on the Lease Area after the Removal Date, County shall have the right, at its option, to (i) deem any or all of such Equipment and/or Improvements abandoned and take ownership thereof; or (ii) remove, sell or dispose of such Equipment and/or Improvements as County sees fit, in accordance with all applicable laws.
- (3) If County chooses to remove any or all of the Equipment or Improvements from the Lease Area as permitted herein, Lessee shall reimburse County for the reasonable direct costs County incurs therefor; provided County completes the removal work and provides Lessee an invoice for such costs within eighteen (18) months after the Removal Date.
- (4) Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee and Permittees shall retain ownership of their Equipment and Improvements if the Term of this Lease is extended by mutual written agreement of the Parties, if Lessee holds over in accordance with the terms of Section 4.02, Lease Extension, or if Lessee re-leases the Lease Area under a new lease with the County.
- (5) Notwithstanding anything to the contrary contained in this Lease, County hereby waives Lessee’s obligation to remove the following Improvements, without need for any additional consent or documentation thereof: fill, additional rock, earth or ballast, and all foundations and utility conduits more than eighteen inches (18”) below surface-level; provided that such Improvements are left in a condition that

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is deemed to be safe to health and the human environment, which shall include removal of all power cables from such underground utility conduit.

4.07 Disposition of Personal Property.

- (1) Lessee retains ownership of Personal Property, unless Lessee and County agree otherwise in writing.
- (2) Lessee shall remove Personal Property from Lease Area by the Removal Date.

County may sell or dispose of all Personal Property left on Lease Area after the Removal Date. Lessee shall pay for the cost of removal and disposal.

SECTION 5 – PAYMENT

5.01 Rent. Annual Rent is as set forth in Exhibit G, Rent Calculation. Annual Rent is due and payable prior to the Anniversary Date of each year after the Rent Commencement Date, and on or before the same date every year thereafter until the Termination Date.

- (1) **Rent.** Beginning on the Rent Commencement Date, until adjusted or revalued as set forth below, Lessee shall pay the County a base rent of **Twenty Four Thousand One Hundred Ninety and 80/100 Dollars (\$24,190.80)** annually for use of Lease Area identified as the **“Facility Site Area”** (the **“Rent”**) as detailed in Exhibit G (Rent Calculation).
- (2) **Rent Commencement Date.** The **“Rent Commencement Date”** shall mean the April 1st, 2022. The first such payment of Rent will be made within thirty (30) days of the Rent Commencement Date, and on or prior to each successive Anniversary Date annually thereafter.
- (3) **Road Use Fee.** Beginning on the Rent Commencement Date, Lessee shall pay a required road use fee (**“Road Use Fee”**) of **One Thousand Sixty and 90/100 Dollars (\$1,060.90)** for the first year of this Lease. Subsequent annual Road Use Fees shall be due and payable with the Rent for the remaining Term of this Lease, subject to adjustment as set forth in Annual Rent Adjustment as described below. In addition to the Annual Rent Adjustment described below, Lessee’s Road Use Fee will increase by **Two Hundred Fifty and 00/100 Dollars (\$250.00)** for each Additional Facility User (as defined below) of the Lease Area that locates its Equipment on the Lease Area after the Commencement Date, to be paid with

Lessee's annual Road Use Fee in the year the Additional Facility User (as defined below) first locates its Equipment on the Lease Area.

- (4) **Leasehold Excise Tax.** Lessee shall pay to County the leasehold excise tax as set forth in RCW Chapter 82.29A, or as may be amended. Leasehold tax shall be due and payable with the Rent. However, Lessee may be assessed leasehold excise tax directly from the Washington State Department of Revenue. In this instance, Lessee must submit to County a written request, with supporting documentation from the Washington State Department of Revenue, to terminate or cease leasehold excise tax billing by the County.
- (5) **Additional Facility User Fee.** Subject to the other applicable terms, provisions, and conditions of this Section:
- (a) Lessee shall pay County an amount equal to **Three Thousand and No/100 Dollars (\$3,000.00)** per year for each sublease, license or other collocation agreement for the use of any portion of the Lease Area entered into by and between Lessee or American Tower and a third party (any such party, the "**Additional Facility User**") subsequent to the Commencement Date (such amount, the "**Facility User Fee**"). The Facility User Fee shall not be subject to the escalations to Rent as in this Lease.
 - (b) The initial payment of the Facility User Fee shall be due within thirty (30) days of actual receipt by Lessee or American Tower of the first collocation payment paid by a Facility User. In the event a sublease or license with a Facility User expires or terminates, Lessee's obligation to pay the Facility User Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination.
 - (c) County hereby acknowledges and agrees that Lessee and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the tower installed on the Lease Area, all on such terms as Lessee and/or American Tower deem advisable, in Lessee's and/or American Tower's sole and absolute discretion.
 - (d) Notwithstanding anything to the contrary contained herein, County hereby acknowledges and agrees that Lessee shall have no obligation to pay and

shall not pay to County any Facility User Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Lessee (or American Tower), or Lessee's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Commencement Date (any such agreements, the "**Existing Agreements**").

- (6) **Refunds.** County shall not refund any monies paid in Rent between the last Anniversary Date and Termination Date unless agreed in overpayment or excess of what was due in Rent.
- (7) **Annual Rent Adjustment.** County shall increase the Rent by three percent (3%) for the Facility Site Area, Communication Site Area, Tower Facility User and Road Use charges on every Anniversary Date for all years except for those years in which County revalues the Rent under this Section.
- (8) **Change in Use.**
 - (a) Any adjustment to Lessee's Road Use Fee as a result of a change of use will be based on County's reasonable estimate of Lessee's and Permittees' use of the Road Access Area.
 - (b) If Lessee fails to notify County of any Additional User, County shall charge the value of the change in use from the date of the change in use. Should the date of use change be indeterminable, County shall charge no less than one (1) year's Rent and interest on such past due Rent in accordance with the terms of Section Interest Penalty for Past-Due Rent and Other Sums Owed.

5.02 Rent Revaluation, Fifth-Year and Subsequent Revaluations. At the end of the first (5) year period and at the end of any subsequent five (5) year period, County shall revalue the Rent (Adjustment Date). County shall provide notice of this revaluation to Lessee in writing no later than sixty (60) calendar days before the Anniversary Date. Rent will be revalued as follows:

- (1) The Facility Site Area, Equipment Use and Road Use Fee will be revalued based on the cumulative percent change in the "Consumer Price Index, All Urban Consumers, US City Average," (**CPI**) for "all items" since the Commencement Date or last time of Rent revaluation. In the event the CPI ceases to be published, County may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

- (2) Independent Appraisal. If Lessee does not agree with County's revaluation, Lessee may submit to County an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for County's consideration. Lessee must submit such appraisals to County within thirty (30) calendar days of Lessee's receipt of notification of the adjusted rent, or County's determination of market rent is final with no right of appeal with rent due as set forth in County's initial notice. If Lessee timely submits an appraisal, County shall notify Lessee in writing whether County accepts or rejects Lessee's appraisal of market rent. Lessee shall pay the adjusted Rent within ten (10) business days of receipt of notice of whether Lessee's appraisal is accepted or rejected.
- (3) Parties may agree to a continuation of three percent (3%) per year, as provided in Annual Rent Adjustment.
- (4) Road Use Fee. County will evaluate road maintenance and replacement costs associated with prorated use of road by Lessee and Lessee's Permittees at Rent Revaluation dates.

Failure on the part of County to establish a new annual Rent by the Adjustment Date shall not preclude County from doing so thereafter, and the adjusted rent shall be retroactive to the Adjustment Date

5.03 Non-Rent Payments.

- (1) **Taxes.** Lessee shall pay all real and personal taxes imposed on Communication Site Area that result from any changes or improvements Lessee makes to the Improvements located thereon during the Term of this Lease.
- (2) **Assessments.** Lessee shall pay its pro rata share of assessments charged against Lease Area (excluding the Road Access Area.) Lessee shall pay the assessment within thirty (30) days of receipt of written notice from County.
- (3) **Removal of Valuable Materials.** Prior to any removal of County trees or vegetation, including those causing Physical Interference, Lessee shall notify County in writing and obtain County's approval. County's approval shall be conditioned on payment for the market value of any valuable materials removed and compliance with County's regulatory requirements, however such approval shall not otherwise be unreasonably withheld or conditioned.

- (4) **Electrical Power, Fiber and Other Utilities.** Lessee shall provide for the provision of all electrical power, telephone, fiber or any other necessary utilities to, at, and for Communication Site Area. Lessee shall pay for all electric power fiber and other utility charges or expenses incurred arising from Lessee's use of Communication Site Area.

5.04 Place of Payment. All payments shall be made payable to Whatcom County Parks & Recreation Department, accompanied by a reference to the Agreement Number and paid to County's remittance address shown in the Notice Section of this Lease. Lessee shall not combine payment for this Lease with payment for any other lease with County, unless Lessee includes an itemized statement with the payment specifying the amount attributable to each lease's Agreement Number.

5.05 Non-Waiver. Acceptance of any other payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time.

5.06 Failure to Pay. Failure to pay any monies due under this Lease beyond the applicable cure period as provided in Section 14.02 constitutes a material breach. County may seek all remedies available. If Lessee fails to pay amounts due under this Lease, County may pay the amount due and recover its cost in accordance with this Lease.

5.07 Late Charge. If County does not receive full Rent payment within fifteen (15) business days of the date due and Lessee has received notice of such, Lessee shall pay to County a late charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00), to defray the overhead expenses of County incident to the delay. This amount may be increased at Rent Re-valuation to reflect increased overhead costs, which shall be no more than the CPI increase.

5.08 Interest Penalty for Past-Due Rent and Other Sums Owed.

- (1) Interest on all past-due sums shall be charged at the rate of one percent (1%) per month, calculated from the due date, until paid. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (2) If County pays or advances any amounts for or on behalf of Lessee, after first giving Lessee at least thirty (30) days' notice and opportunity to pay such amounts, Lessee shall reimburse County for the amount paid or advanced within thirty (30) days of receipt of an invoice therefore, together with reasonably supporting documentation for the amounts paid or advanced. If Lessee fails to

reimburse the County timely, as provided herein, such paid or advanced amounts shall be subject to the interest provided for in (1) above.

5.09 Referral to Collection Agency and Collection Agency Fees. If County does not receive full payment within thirty (30) days of the due date and upon Lessee's receipt of notice of such, County may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Lessee shall pay collection agency fees in addition to the unpaid amount.

5.10 No Accord and Satisfaction. County may accept payment in any amount without prejudice to County's right to recover the balance of the Rent or pursue any other right or remedy.

5.11 No Counterclaim, Setoff, or Abatement of Rent. Lessee shall pay Rent and all other sums without County providing prior notice or demand. Lessee's payment is not subject to counterclaim, setoff, deduction, defense, or abatement.

SECTION 6 – IMPROVEMENTS AND EQUIPMENT

6.01 New Improvements. Lessee shall obtain prior written approval from County for any Improvements that will be added to Communication Site Area thirty (30) days prior to installation or removal. Such approval shall not be unreasonably withheld, conditioned or delayed.

6.02 New Equipment. Lessee shall notify County of any Equipment that will be added to Communication Site Area thirty (30) days prior to installation of Equipment by submitting a revised site plan for County review.

6.03 Equipment Identification. All equipment at the Facilities Area shall be identified with a FCC and/or National Telecommunications and Information Administration (NTIA) issued license. If the equipment is unlicensed the equipment shall be labeled with transmit and receive frequencies.

6.04 Non-Ionizing Electromagnetic Radiation (NIER). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

6.05 County's Repairs. County shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about Lease Area, or any part thereof, during the Term.

6.06 Plan of Operations. Except in the case of Emergency, thirty (30) days prior to any Work by Lessee, Lessee shall meet with County to develop a written Plan of Operations ("**Plan of Operations**"). Noncompliance with these requirements shall constitute a breach of this Lease and may result in County suspending operations until the breach is remedied.

Lessee shall conduct all Work pursuant to a written Plan of Operations approved in advance by County, which consent shall not be unreasonably withheld. The Plan of Operations shall be consistent with the Survey, and Site Plan. Any change in approved operations shall require a written change in the Plan of Operations and must be approved in advance by the County.

The Plan of Operations shall be consistent with and not interfere with rights of third parties affecting Lease Area, which arose prior to the Original Lease and must comply with all applicable federal, state, county, and other local regulations. The Plan of Operations shall address any activity deemed relevant by County, which shall be at County's sole discretion,

County may deny consent or impose additional conditions reasonably intended to protect and preserve Lease Area, including if Work is for removal of Improvements at the end of the Term.

6.07 Work.

- (1) Modifications to Work may result in County, at its sole discretion, requiring an updated Site Plan.
- (2) At the end of the Term of this Lease, County may waive removal of some or all Lessee-Owned Improvements.
- (3) Prior to Work, Lessee will employ a utility locator service, at no cost to County, to check Communication Site Area for buried utilities.
- (4) Before completing Work, Lessee shall remove all debris and restore Lease Area to an orderly and safe condition. If Work is intended for removal of Improvements at the Termination Date, Lessee shall restore Lease Area in accordance with this Lease.
- (5) Emergency Work. All of Lessee's Work necessitated by an Emergency shall be governed by the terms of this Lease; provided Lessee need not obtain County's

consent prior to commencing such necessary Work, but shall give County notice thereof as soon as is reasonably possible thereafter.

- (6) **Electrical Power.** Electrical power provided to Lease Area by Lessee shall be installed in accordance with all applicable legal requirements and industry standards. Initial installation and any subsequent expansion of the capacity of the power provided to Lease Area shall be subject to County's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
- (7) County may impose additional conditions reasonably intended to protect and preserve Lease Area if the Work is for removal of Improvements at the end of the Term of this Lease.

6.08 Minor Modifications Authorized. Lessee may make minor modifications or alterations to Lease Area and Lessee-Owned Improvements as it deems necessary, in its sole discretion, to accommodate use of Lease Area, subject to Lessee obtaining all necessary permits and approvals from applicable authorities for any such minor modifications. County acknowledges that Lessee need not obtain County's consent before making minor modifications to the Lease Area and Lessee-Owned Improvements. Examples of minor modifications would be the maintenance, the addition, repair and removal of any Equipment (excluding antennas and dishes) located on Lessee's towers or within Lessee's buildings, and cable tray modifications, security systems and other similar work located solely within the Facility Use Area. Nothing herein shall permit Lessee to expand Lease Area.

6.09 Government Approvals. Prior to performing any installation or construction work within Lease Area, Lessee shall secure all necessary Government Approvals at its sole expense. County agrees to complete County's portion of the Government Approvals.

6.10 Third-Party Use. Upon County's request, Lessee shall allow third parties to access utility service to install new and maintain existing service and may reasonably condition such consent. Third parties shall own and have responsibility for the new utilities, unless owned by a utility provider.

6.11 Emergency Action.

- (1) **Fire.** If Lessee has actual knowledge of a wildfire occurring on or near Lease Area, Lessee shall immediately report such fire to emergency response authorities by calling 911 and to State, by calling (800) 562-6016 and shall make its on-site

equipment available to help suppress or contain the fire. Lessee is authorized, but not required, to take action reasonably necessary to protect persons and property.

- (2) **Non-Fire Emergencies.** In the event of an emergency (other than fire) requiring immediate action to protect person or property other than fire, Lessee may take reasonable corrective action without prior notice to County. Lessee shall notify County the same business day for non-fire emergencies occurring on a business day and the next available business day for non-fire emergencies occurring after hours, weekends, and holidays. Lessee shall notify the Whatcom County Parks & Recreation Department at (360) 778-5850, and in writing, within five (5) business days after the emergency occurs, to the address indicated in this Lease, of any corrective action taken.

SECTION 7 - INTERFERENCE

7.01 Lessee Electronic Interference. County hereby acknowledge and agree that as of the latter signature date of this Lease, Lessor has no knowledge of interference by Lessee. Lessee warrants that its use of Communication Site Area now and in the future will not cause Electronic Interference. Upon receipt of an Interference Notice from County, Lessee shall immediately take remedial action to eliminate interference caused by Lessee's operations in violation of the terms of this Section.

Lessee shall take all measures necessary to eliminate the interference within forty-eight (48) hours after receipt of the Interference Notice. Lessee shall notify County within twenty-four (24) hours of resolving Electronic Interference.

7.02 County's Electronic Interference. County will provide no Electronic Interference protection during the Term of this Lease. County shall not be responsible for enforcing the FCC's rules, regulations, and licenses, and makes no warranty of electronic noninterference during the Term of this Lease

7.03 County's Physical Interference. County is not responsible for Physical Interference on County-owned lands.

7.04 Cooperation. Upon receipt of an Interference Notice by the other party, County and Lessee shall reasonably cooperate to resolve Electronic Interference or to identify resolutions to Physical Interference.

SECTION 8 - ACCESS ROADS AND ROAD MAINTENANCE

8.01 Road Repair. Lessee shall repair, or cause to be repaired, at its sole cost and expense that damage to the Road Access Area that is caused through the operations of Lessee, including Permittees, which is in excess of that which they would cause through normal and prudent usage of said Road Access Area. Lessee shall notify County within five (5) business days of any damage to the road caused by Lessee and Permittees. Upon notification by County of Lessee-caused damage, Lessee shall provide County with a plan for the repairs within fifteen (15) days.

8.02 Road Maintenance and Repair.

- (1) County shall be responsible for road maintenance of the Road Access Area except as otherwise provided herein. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved.
- (2) In the event of a catastrophe, or the need for extraordinary road maintenance or repair, Lessee shall pay its pro rata share of the cost incurred in maintaining, repairing, or resurfacing said road or portion thereof, as determined by County; provided that Lessee's pro rata share of such costs shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) without Lessee's prior written consent ("**Max Fee**").
- (3) In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, County reserves the right to not repair the road, and in such case County shall not guarantee or warrant Lessee's access to Lease Area. Lessee assumes all risk of loss associated with accessing Lease Area.

SECTION 9 - SPECIAL REQUIREMENTS

9.01 Fire. Lessee shall comply with all laws and regulations pertaining to fire protection and suppression and take reasonable care to prevent wildfires from igniting on or spreading onto Lease Area. Measures shall include ensuring all vehicles carry a fire extinguisher of at least a 5 B/C rating and a serviceable shovel and complying with all requirements of the Forest Protection Act (Chapter 76.04 RCW) and its implementing regulations (Chapter 332-24 WAC).

In addition to any liability for negligence, Lessee shall reimburse County for all damages (including loss or damage of timber, and fire suppression costs) resulting from wildfires caused by Lessee or Lessee's Permittees, even if not attributable to negligence by Lessee or its Permittees; provided, however, Lessee shall not be liable for such damages and costs resulting from acts of nature or acts beyond the control of Lessee and its Permittees.

9.02 Hazardous Substances.

- (1) Prohibited Activities. Lessee shall not keep on or about Lease Area any Hazardous Substance unless both of the following applies:
 - (a) The Hazardous Substance is necessary to carry out Lessee's Permitted Use under this Lease; and
 - (b) Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of Hazardous Substances.
- (2) Lessee shall immediately assume responsibility for a Hazardous Substance release (spill) caused by Lessee on or adjoining Lease Area. Responsibility includes, but is not limited to the following:
 - (a) Immediately notify all necessary emergency response agencies, as required under federal, state, and local laws, regulations, or policies.
 - (b) Follow emergency response agency notifications and notify County of all spill releases, and Lessee actions completed for spill reporting, and Lessee's actions planned or completed toward spill cleanup as provided in this Lease for Non-Fire Emergencies. At Lessee's sole expense, conduct all actions necessary to mitigate the spill release.
 - (c) Other than performing initial emergency response cleanup and containment actions, obtain approvals in advance of all site cleanup actions (e.g., site characterization investigations, feasibility studies, site cleanup and confirmation sampling, and groundwater monitoring) conducted on Lease Area and County Land, in coordination with regulatory agencies and County.

- (d) Be familiar with all necessary Hazardous Substance spill release notification and response mitigation requirements in advance of conducting Lessee operations on Lease Area.
- (3) Lessee shall immediately notify County of any of the following:
 - (a) All failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
 - (b) All inspections of Lease Area by, or any correspondence, orders, citations, or notifications from, any regulatory entity concerning Hazardous Substances affecting Lease Area;
 - (c) All regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
 - (d) On request, Lessee shall provide copies to County of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area.
- (4) Indemnity. Lessee shall be fully and completely liable to County, and, to the extent permitted by law, shall indemnify, defend, and save harmless County and its employees, officers, and agents from any and all damages, costs, fees (including attorneys' fees and costs), penalties, and oversight costs arising from Lessee's use, disposal, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's Permittees and for any breach of this Section.
- (5) Notwithstanding the foregoing or any other provision in this Agreement, Lessee shall not be liable or responsible for any environmental condition, including the release of Hazardous Substances, that existed before the execution of the Original Lease, or that otherwise does not result from the activities of Lessee.

9.03 Weed Control. Lessee shall control weeds and vegetation on Lease Area. Weed control shall be approved in writing by County prior to beginning such activities.

9.04 Habitat Conservation Plan (HCP). Lease Area is located within an area that is subject to State's 1997 Habitat Conservation Plan (Habitat Conservation Plan) adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (Incidental Take Permit No. PRT-81251 and Permit No. 1168 shall be collectively referred to as ITP). As long as the Habitat Conservation Plan remains in effect, Lessee and Lessee's Permittees shall comply with the terms and conditions set forth in Exhibit H while operating on Lease Area.

9.05 Snow Plowing. Snow plowing shall be permitted only upon County's written consent, which shall not be unreasonably withheld, conditioned, or delayed.

SECTION 10 – ASSIGNMENT

10.01 Assignment. Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee's leasehold estate and any Lessee-Owned Improvements, and may make a conditional assignment of this Lease and the Lessee-Owned Improvements to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "**Secured Parties**").

- (1) Lessee shall have the right to license, sublease or assign its rights under this Lease, without the consent of Lessor, upon any of the following conditions:
 - (a) any conditional assignment of this Lease to a Secured Party as described in Section (10.1) above;
 - (b) any license or sublease of a portion of the Communication Site Area and the Tower Facilities in the ordinary course of Lessee's business;
 - (c) an assignment or sublease to an affiliate entity of Lessee; or
 - (d) an assignment to an entity in the business of developing or owning telecommunications towers, provided that any such assignee shall have a net worth equal to or greater than Lessee's, unless otherwise approved in writing by the County.

- (2) Any License, sublease or assignment by Lessee of its right under this Lease which is not set forth in (a) – (d) above shall require the consent of the Lessor, which consent shall not be unreasonably withheld, delayed and/or conditioned.

10.02 No Waiver of Right to Consent. The consent of County to any one assignment shall not constitute a waiver of County's right to consent to subsequent assignments, nor shall consent of County to any one assignment relieve any party previously liable as Lessee from any obligations under this Lease that arose before the effective date of the assignment. The acceptance by County of the payment of Rent following an assignment shall not constitute consent to any assignment, and County's consent shall be evidenced only in writing.

10.03 Name Change. If Lessee changes its name, Lessee shall provide County with legal documentation of the name change within sixty (60) days of the effective date of the change.

SECTION 11 - INDEMNITY AND INSURANCE

11.01 Indemnity (Assumption of Liability) and Insurance. From and after the Commencement Date of this Lease, Lessee shall indemnify, defend and hold harmless County, its employees, officers, and agents from any and all liability, damages (including, but not limited to, death, personal injury, and damages to land and other natural resources), expenses, causes of action, suits, claims, costs, fees (including, but not limited to, attorneys' fees), penalties, or judgments, of any nature whatsoever, alleged or arising out of the use, occupation, or control of Lease Area by Lessee and its Permittees except as may arise out of the willful or sole negligent acts or omissions of County or County's elected officials, employees, agents, servants, contractors and sublessees. In case of damages caused by the concurrent negligence of Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees and the Lessor, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees. Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless County and its agencies, officials, agents, and employees. This Section shall not in any way limit Lessee's liability under Hazardous Substances Section, and this Section shall not apply to any liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, arising out of any events, obligations, rights, or actions described in Hazardous Substances Section.

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The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this Lease.

11.02 Insurance.

- (1) Required. Lessee shall, at all times during the Term of this Lease at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Lease at County's option. Lessee shall require all contractors and subcontractors to obtain and maintain substantially the same coverage as required of Lessee. Failure by the County to confirm compliance with the Lessee's insurance requirements shall not be considered a waiver or acceptance of Lessee's insurance obligations.
- (2) Insurers. All insurance and surety bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better, in the most recently published edition of *Best's Report*. Any exception shall be reviewed and approved by the County's Risk Manager before the Commencement Date. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.
- (3) Notice of Cancellation. Upon receipt of notice from its insurer(s) Lessee shall provide the County with thirty (30) days' prior written notice of cancellation of any required coverage.
- (4) Certificate of Insurance and Endorsements. Before beginning operation, Lessee shall furnish County with a certificate(s) of insurance and blanket additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Lease. The certificate of insurance shall reference Whatcom County and its officials and employees, Whatcom County Parks & Recreation Department, and the Agreement Number.

INSURANCE TYPES & LIMITS: The limits of insurance, which, upon prior written notice to, review and acceptance by Lessee, may be increased by County, as deemed necessary, shall not

be less than as follows, and all limits hereunder can be met by a combination of primary and umbrella/excess policies:

Commercial General Liability (CGL) Insurance: Lessee shall purchase and maintain commercial general liability insurance with a limit of \$2,000,000 per occurrence and \$4,000,000 general aggregate including premises-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: Lessee shall purchase and maintain employer's liability insurance and, if necessary with limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, \$1,000,000 disease policy limit.

Commercial Automobile Liability Insurance: Lessee shall purchase and maintain commercial automobile liability insurance with a combined single limit of \$1,000,000 each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles and shall include contractual liability coverage. Lessee waives all rights of subrogation against County for the recovery of damages to the extent they are covered by commercial auto liability .

Industrial Insurance (Workers' Compensation): Lessee shall comply with Title 51 RCW by maintaining workers' compensation insurance for its employees. Lessee waives all rights of subrogation against County for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability or automobile liability insurance. Lessee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Lease.

Builder's Risk Insurance:

- (a) During the period construction is in progress and until completion of the project and acceptance by County, any contractor or subcontractor of Lessee shall buy and maintain, or shall cause its contractors to buy and maintain, in force builder's risk insurance on the entire Work. Such insurance shall be written on a completed value form and in any amount equal to the value of the completed building, subject to subsequent modifications to that sum. The insurance shall be written on a replacement cost basis. This insurance shall name as insured Whatcom County, Whatcom County Parks & Recreation Department, Lessee, and all subcontractors and sub-subcontractors in the Work.

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- (b) Insurance required in this subsection 11.02(a) above shall be written to cover all risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse.
- (c) Insurance required in this subsection 11.02(a) above shall cover the entire Work at Lease Area, including reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from Lease Area but intended for use at Lease Area, and shall also cover portions of the Work in transit.
- (d) The policy shall include as insured property scaffolding, false work, and temporary buildings located at Lease Area. The policy shall cover the cost of removing debris, including demolition as made legally necessary by the operation of any law, ordinance, or regulation.
- (e) The responsibility for paying the part of any loss not covered because of application of deductible(s) shall be the responsibility of Lessee or its contractor(s), as applicable. If any part of any loss is not covered because of the application of a deductible such loss will be paid by Lessee or its contractor(s), as applicable.

Pollution Legal Liability Insurance:

- (a) Lessee shall procure and maintain for the duration of this Lease pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Lessee shall maintain coverage in an amount of at least:
 - (i) \$2,000,000 each occurrence for Lessee's operations at the Lease Area and \$4,000,000 general aggregate or policy limit, if any.
- (b) Such insurance may be provided on an occurrence or claims-made basis. If such policy is provided on a claims-made basis the limit shall be \$4,000,000 per claim and aggregate.

- (c) Whatcom County, Whatcom County Parks & Recreation Department, its officials, and employees, shall be included as additional insureds as their interest may appear under this Agreement by endorsement on the pollution legal liability insurance policy.

ADDITIONAL PROVISIONS:

Additional Insured, Primary and Noncontributory: Whatcom County, Whatcom County Parks & Recreation Department, its officials and employees shall be included as additional insureds as their interest may appear under this Agreement by endorsement on all commercial general liability, commercial automobile liability and pollution liability insurance policies required or maintained pursuant to this Lease. Lessee's insurance shall be primary and County's noncontributory.

Self-Insurance: In lieu of the coverage required under this Section 11, County shall accept evidence of self-insurance by Lessee, provided Lessee provides a statement by a Certified Public Accountant or actuary that demonstrates, to the reasonable satisfaction of County, that Lessee's financial condition is adequate to self-insure any of the required insurance coverage. Lessee must describe its financial condition and the self-insured funding mechanism. County may require Lessee to provide the above from time to time to ensure Lessee's continuing ability to self-insure. If at any time Lessee does not satisfy the self-insurance requirement, Lessee shall immediately purchase insurance as set forth under this Section.

Waiver: Lessee waives all rights of subrogation against County for recovery of damages to the extent these damages are covered by insurance policies required or maintained pursuant to this Lease.

Coverage Limits: Coverage limits shall be the limits identified in this Agreement.

Occurrence Based: All insurance shall be occurrence based unless stated otherwise.

Subcontractors: Lessee's contractors and subcontractors shall include the County as an additional insured, provide primary insurance coverage and waiver of subrogation with County's insurance non-contributory.

SECTION 12 - DAMAGE OR DESTRUCTION

12.01 Force Majeure. County's or Lessee's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without the fault or negligence of

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County or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics, or labor strikes.

12.02 Notice and Repair.

- (1) Notice to County. In the event of damage to or destruction of Lease Area or Improvements located within Lease Area, Lessee shall give written notice to County within fourteen (14) business days. County does not have actual knowledge of the damage or destruction without Lessee's written notice.
- (2) Repair. Unless otherwise agreed in writing, if any repairs are necessitated by the fault or negligence of Lessee and Permittees. Lessee shall reconstruct, repair, or replace such damaged portions of Lease Area and Improvements on Lease Area as nearly as possible to their condition immediately prior to the damage or destruction in accordance with this Lease.

12.03 County's Claim. County does not waive any claims for damage or destruction of Lease Area unless County provides written notice to Lessee of each specific claim waived.

12.04 Insurance Proceeds. Lessee's duty to reconstruct, repair, or replace any damage or destruction of Lease Area or any Improvements on Lease Area is not conditioned upon the availability of any insurance proceeds to Lessee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Insurance Section.

12.05 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.06 Default at the Time of Damage or Destruction. If Lessee is in default under the terms of this Lease at the time damage or destruction occurs, County may elect to terminate the Lease and County then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

12.07 County's Remedy. If Lessee fails to remedy the condition of Lease Area in a timely manner, County may take steps reasonably necessary to remedy Lessee's failure. Within sixty (60) calendar days of demand by County, Lessee shall pay all costs of County's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on Lease Area, lost revenue resulting from the condition of Lease Area, and administrative costs associated with County's remedy.

12.08 Debt to County. If County must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest that Lessee is obligated to pay pursuant to the terms of this Lease, such obligations shall be considered a debt to County. Lessee shall pay within thirty (30) days of demand by County. Notwithstanding, the foregoing, County must notify Lessee within one (1) year of any such debt occurring, and any claim not made within the prescribed time period shall be deemed satisfied and unenforceable against Lessee.

SECTION 13 - CONDEMNATION

13.01 Termination Upon Complete Taking. If all of Lease Area is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation.

13.02 Termination Upon Partial Taking. If any part of Lease Area is so taken and, in the opinion of either County or Lessee, it is not economically or functionally feasible to continue this Lease in effect, either Party may terminate this Lease. Such termination by either Party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, or the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken.

13.03 Continuation Following Partial Taking. If part of Lease Area is taken and neither County nor Lessee elects to terminate this Lease, or until termination is effective, as the case may be, Rent shall be abated in the same proportion as the portion of Lease Area so taken bears to the whole of Lease Area when the proportion calculated amounts to Two Thousand Dollars (\$2,000) or more. In no case shall Rent be less than Two Thousand Dollars (\$2,000); this minimum amount shall be increased by 5 percent (5%) every year after the Commencement Date.

13.04 Relocation. In the event of either a complete taking or a partial taking through condemnation, County will cooperate with Lessee to attempt to reasonably relocate part or all of Lease Area.

13.05 Damage Award. All damages awarded for the taking or damaging of all or any part of Lease Area, or County Owned improvements thereon, shall belong to and become the property of County, and Lessee hereby assigns to County any and all claims to such award. However, County shall not claim any interest in or to Personal Property or authorized Improvements. To

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the extent not inconsistent with this Section, Lessee may, on its own behalf, make a claim to the condemnation authority for losses related to its equipment, relocation costs, business interruption costs, damages, and losses in any condemnation.

SECTION 14 - DEFAULT

14.01 Default Defined. Lessee is in default of this Lease on the occurrence of any of the following:

- (1) Failure to make payments when due;
- (2) Failure to comply with applicable law, regulation, or order of any lawful governmental authority;
- (3) Failure to comply with any provision of this Lease;
- (4) Effective date of bankruptcy proceedings by or against Lessee or the appointment of a trustee or receiver of Lessee's property; or
- (5) Involuntary assignment by operation of law.

14.02 Right to Cure.

- (1) Event of Default. A default becomes an "Event of Default" if Lessee fails to cure the default within the applicable cure period following County's written notice of default. Upon an Event of Default, County may seek remedies under this Lease.
- (2) Cure Period. Unless expressly provided elsewhere in this Lease, the cure period is thirty (30) days to cure monetary defaults and forty-five (45) days to cure non-monetary defaults.
- (3) Non-Monetary Default. For non-monetary defaults not capable of cure within forty-five (45) days, County will not unreasonably withhold approval of a reasonable alternative cure schedule. Lessee must submit to County a cure schedule within thirty (30) days of Lessee's receipt of a notice of default. The default is not an Event of Default if County approves the schedule and Lessee works diligently and in good

faith to execute the cure. The default is an Event of Default if Lessee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

- (4) Repeated Defaults. Should repeated defaults occur, County may elect to deem a default by Lessee as an Event of Default.
- (5) In the case of a breach of any covenant or term hereof by the Lessor, the Lessor shall have all rights of notice and cure afforded Lessee in this Lease,

14.03 Remedies. The remedies specified under this Section 14.03 are not exclusive of any other remedies or means of redress to which County is lawfully entitled for Lessee's breach or threatened breach of any provision of this Lease.

- (1) Remove Lessee. Upon an Event of Default, County may terminate this Lease and remove Lessee by any remedy at law.
- (2) County's Entry to Restore. If the Event of Default (1) arises from Lessee's failure to comply with restrictions on Permitted Use and operations under Section 2.01 (Permitted Use of Communication Site) or (2) results in damage to natural resources or Lease Area, County may enter Lease Area without terminating this Lease to (i) restore the natural resources or Lease Area and charge Lessee restoration costs and/or (ii) charge Lessee compensatory damages. On demand by County, Lessee shall pay all costs and damages.
- (3) County's Right to Relet. Upon an Event of Default, if County terminates this Lease, County shall have the right to relet Lease Area.

SECTION 15 - NOTICE

15.01 Designated Contact. Formal notices, required or desired, shall be in writing and delivered personally or by messenger or sent by USPS certified mail, return receipt requested, postage prepaid, and shall be sent to the respective addressee at the respective address set forth below or to such other address as the Parties may specify in writing.

Billing invoices and other Rent matters will be sent to the "Primary Contact" only.

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Director
Whatcom County Parks & Recreation Department
3373 Mount Baker Highway
Bellingham WA 98226
(360) 778-5850

Lessee Primary Contact:

Cellco Partnership
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to:

American Tower
Attn: Land Management
10 Presidential Way
Woburn MA 01801

15.02 Change in Contact. Each Party shall notify the other Party within fifteen (15) business days of any change of address, business name, contact person's name, or other changes that may affect this Lease.

15.03 Date Received. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon date of delivery as indicated on the return receipt.

SECTION 16 – GENERAL PROVISIONS

16.01 Non-waiver. Waiver by either Party of strict performance or any provisions of this Lease shall not be a waiver of nor prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

16.02 Liens. Lessee shall not suffer nor permit any lien to be filed against Lease Area or Lessee's leasehold interest in Lease Area, (excluding Personal Property by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding Lease Area or any part thereof under this Lease. If any such lien is filed against Lease Area or Lessee's leasehold interest, (excluding Personal Property) by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding Lease Area or any part thereof under this Lease, Lessee

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shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by County. Lessee shall indemnify County for any costs, damages, or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages, or expenses were incurred prior or subsequent to the Termination Date.

16.03 Preservation of Markers. Any legal land subdivision survey corners, reference points, or monuments are to be preserved. If such are destroyed or disturbed by Lessee or Lessee's Permittees, Lessee shall reestablish them by a licensed land surveyor in accordance with U.S. General Land Office standards at their own expense. Corners, reference points, or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (8). Such references must be approved by State of Washington, Department of Natural Resources prior to removal of said corners, reference points, or monuments.

16.04 Proprietary Information/Public Disclosure. Any materials and other written and electronic records submitted by Lessee to County, or produced or utilized by the County or jointly by Parties for this Lease, may be or are subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Any submitted materials or records that Lessee claims are exempt from disclosure under the Public Records Act must be clearly designated as such. Each page, or portion thereof, that contains exempt material must be identified and the particular exemption from disclosure upon which Lessee is making the claim must be identified by the statutory citation number. County will consider Lessee's request for exemption from disclosure; however, County will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Lessee should selectively identify each record or portion of record thought to be exempt rather than marking all records as exempt from disclosure. If a public records request is made regarding materials that Lessee has claimed are exempt, County will provide Lessee with notice of the request and allow Lessee ten (10) business days to seek a court injunction against the requested disclosure prior to County fulfilling the public records request. Lessee is liable for any costs, fees, or judgement for failure to release records to the County which are deemed subject to disclosure under the Public Records Act if records were within or in the control or possession of the Lessee and were not provided as required by the Public Records Act.

16.05 Exhibits. This Lease is subject to the terms and conditions of Exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

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Tower Lease Agreement No.
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List of Exhibits

- “A” Depiction of Communication Site Area and Utility Area
- “B” Lessee-Owned Improvements
- “C” Depiction of Road Access Area
- “D” Legal Description of County Land
- “E” Memorandum of Lease
Attached Exhibit E-1
- “F” Surrender of Leasehold
- “G” Rent Calculation
- “H” Requirements of the Habitat Conservation Plan

16.06 Nondiscrimination. Lessee and County, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state, or local laws applicable to County’s Parcel, including, without limitation, Chapter 49.60 RCW. Lessee shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements between the Parties.

16.07 Severability. The invalidity of any provision of this Lease shall not affect the validity of the remaining provisions.

16.08 Authority. Lessee and the person or persons executing this Lease on behalf of Lessee represent that Lessee is qualified to do business in the state of Washington, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon County’s request, Lessee shall provide evidence satisfactory to County confirming these representations.

16.09 Successors and Assigns. This Lease binds and inures to the benefit of the Parties, their successors, and assigns.

16.10 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous

agreements, promises, representations, and statements relating to this transaction or to Lease Area.

16.11 Time Is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

16.12 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Whatcom County, Washington.

16.13 Attorney Fees. Each Party shall be responsible for their own attorney fees in the event of a dispute arising out of this Lease with the exceptions for Hazardous Substances, Indemnity (Assumption of Liability) and Insurance, and Liens.

16.14 Headings. The headings in this Lease are for convenience only and shall not limit, enlarge, or affect the scope and intent of the provisions of this Lease.

16.15 Interpretation. This Lease has been submitted to the scrutiny of all Parties and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this lease.

16.16 Statutory Reference. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.

16.17 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

16.18 Survival. Any obligations of Lessee not fully performed upon termination of this Lease do not cease but continue as obligations of the Lessee until fully performed.

16.19 Safety. Lessee shall operate and maintain the Lease Area free from injury, harm, danger or loss to personal property whether deliberate or accidental.

Each person signing this Lease represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Lease. Each party represents and warrants to the other that the execution and delivery of the Lease and the performance of such party's obligations hereunder have been duly authorized and that the Lease is a valid and legal agreement binding on such party/entity and enforceable in accordance with its terms.

Signed this ____ day of _____, 20__

SIGNATURE PAGES FOLLOW

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Cellco Partnership d/b/a Verizon Wireless
By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact
UBI no. 602057104

Carol Maxime
Signature

Name: Carol Maxime

Title: Senior Counsel, US Tower
3/13/2020

Address: 10 Presidential way
City/State: woburn, MA
Zip: 01801
Phone: _____

STATE OF massachusetts
SS
COUNTY OF Middlesex

On this 16 day of march, 2020, before me, the undersigned Notary Public, personally appeared Carol maxime, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



RICHARD P. PALERMO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 25, 2023

Richard Palermo

Name (Print) _____

NOTARY PUBLIC, in and for the State of
massachusetts, residing at Lynnfield, MA
My Commission expires _____

Approved as to Form: _____
WHATCOM COUNTY

Whatcom County Parks
Verizon Communication
Tower Lease Agreement No.
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Whatcom County Executive



Michael McFarlane, Director
Parks & Recreation Department

Approved as to Form:



Senior Deputy Prosecuting Attorney

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive of Whatcom County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

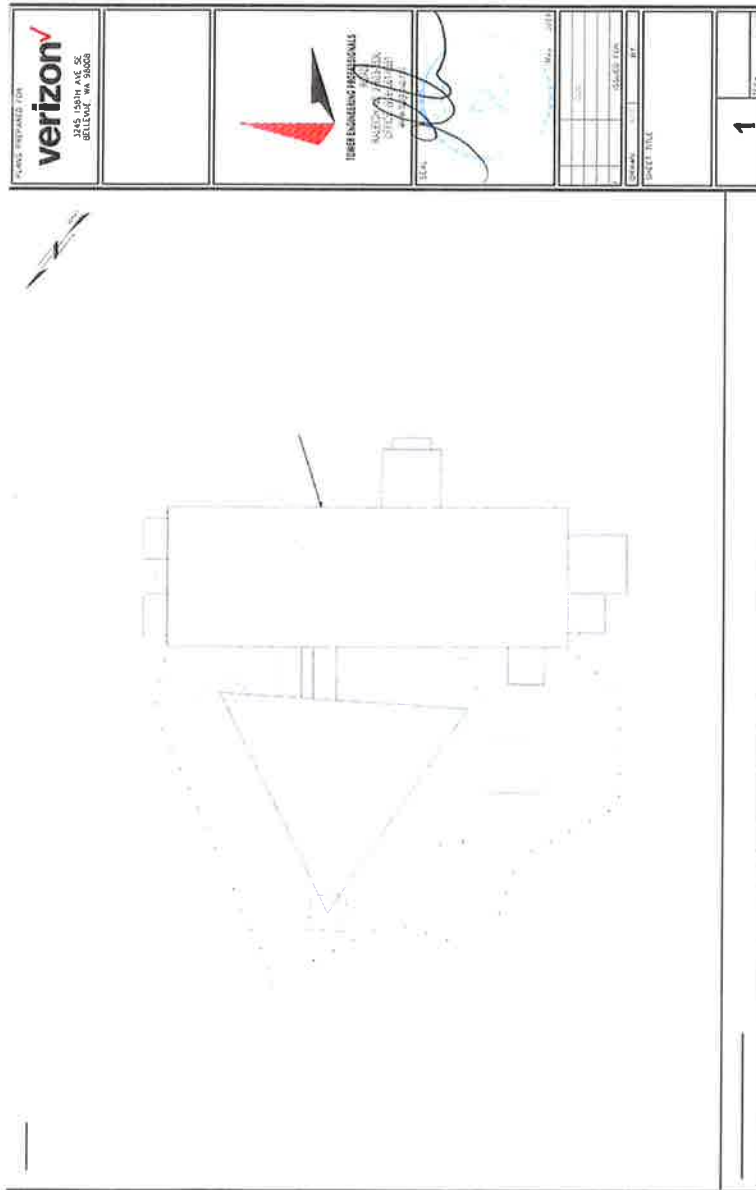
WITNESS my hand and official seal hereto affixed the day and year first above written.

Name (Print) _____
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My Commission expires:

Whatcom County Parks
Verizon Communication
Tower Lease Agreement No.
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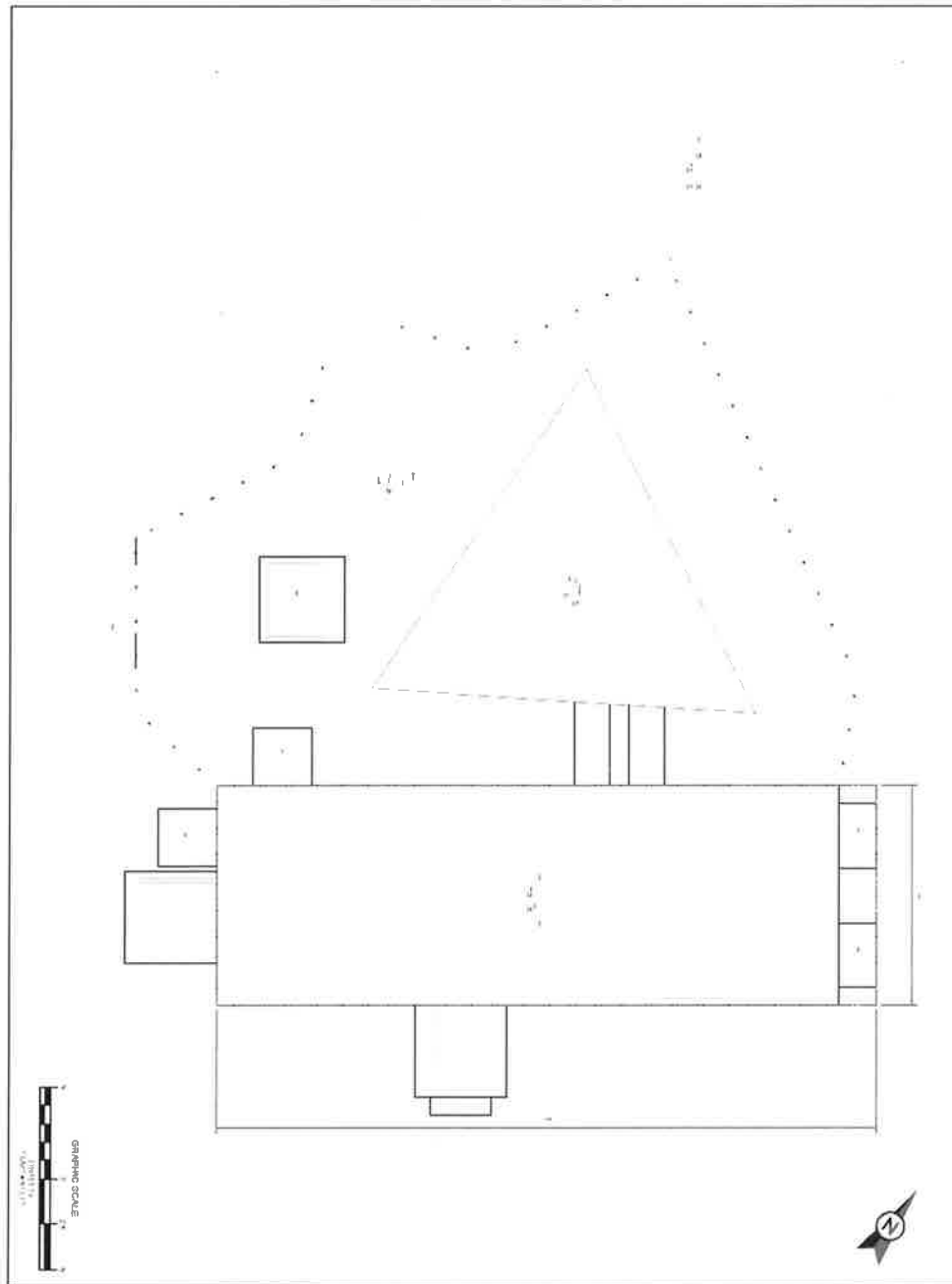
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EXHIBIT A DEPICTION OF COMMUNICATION SITE AREA AND UTILITY AREA



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**EXHIBIT B
LESSEE-OWNED IMPROVEMENTS**



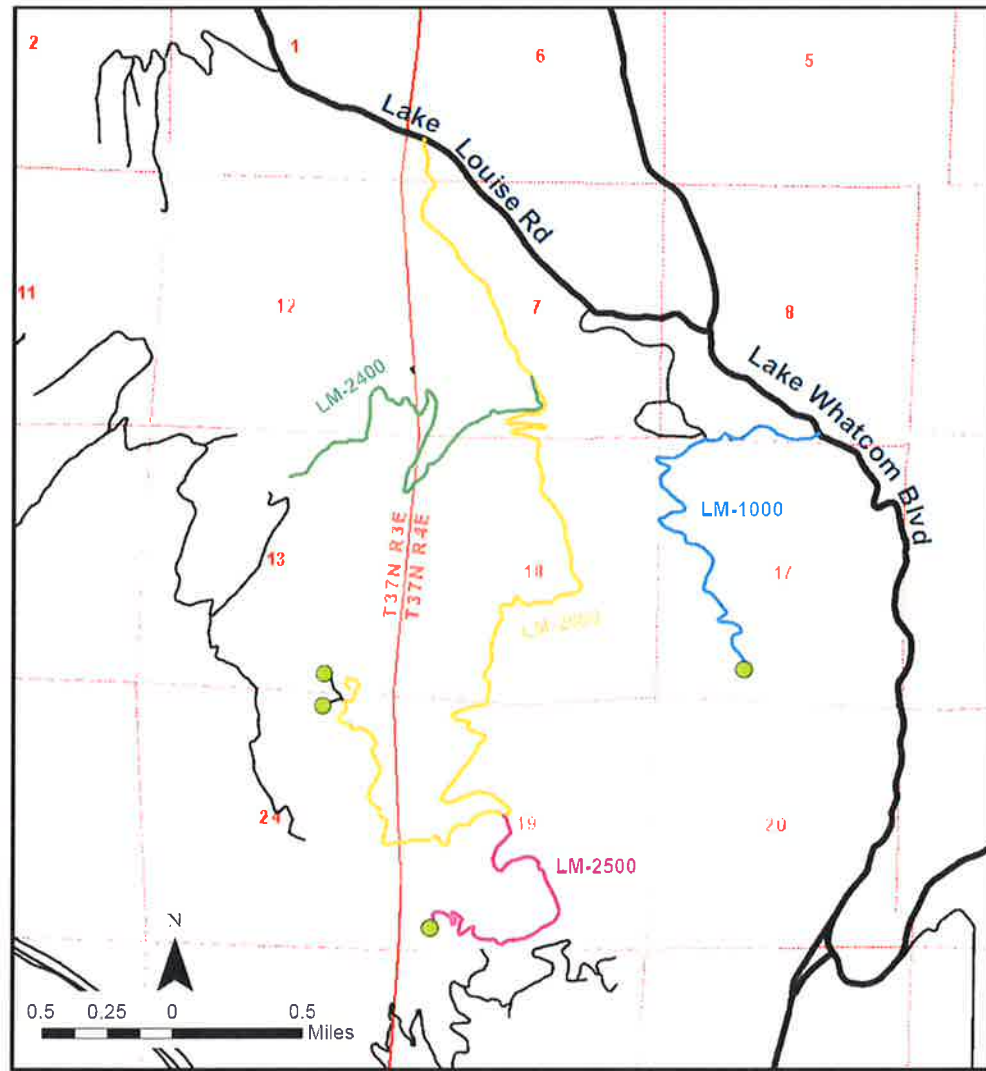
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EXHIBIT C **DEPICTION OF ROAD ACCESS AREA**

Lookout Mountain Forest Preserve - Tower Access

Township 37 North, Range 3 East and Township 37 North, Range 4 East, W.M., Whatcom County



- | | | |
|---|-------------|------------|
| Lookout Mountain Forest Preserve Boundary | Forest Road | PLSS |
| ● Tower | LM-2000 | Range Line |
| — Paved Road | LM-2500 | Section 5 |
| | LM-1000 | |
| | LM-2400 | |
| | Other | |

Whatcom County Parks
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Road access granted on LM-2000 and LM 2500

EXHIBIT D
LEGAL DESCRIPTION OF COUNTY LAND

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57" E a distance of 50.00 feet;

Thence S 89°26'03" E a distance of 50.00 feet;

Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

Return to:

Attention: _____
Re: _____ Lease
Address: _____

MEMORANDUM OF LEASE- EXHIBIT E

Lessor: Whatcom County

Lessee: Cellco Partnership d/b/a Verizon Wireless

Abbreviated Legal Description: _____
Assessor's Tax Parcel ID#: _____
Recording Numbers of (Add AFN for Survey)
Prior Recorded
Documents:
County: State:

This Memorandum of Lease is entered into on this ____ day of _____, 2020, by and between **Whatcom County, acting by and through its Parks & Recreation Department** having offices for the transaction of business at 3373 Mount Baker Highway, Bellingham, Washington 98226 (hereinafter referred to as "**Lessor**") Cellco Partnership d/b/a Verizon Wireless (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a Communications Site Land Lease Agreement ("**Lease**") on the ____ day of _____, 2020, on file with the Whatcom County Parks & Recreation Department in Bellingham, Washington under contract number _____. Lessor grants to Lessee a lease for a communication site, access to the site and rights to install utilities to serve the site. All of the foregoing is set forth in the Lease.

2. The term of this Lease is twenty (20) years, beginning on the April 1, 2022, and ending on the March 31, 2040 unless terminated earlier by Lessee or Lessor under the terms of the Lease.

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Tower Lease Agreement No.
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3. The land being leased, the access being granted and the utility rights granted to Lessee are legally described in that survey recorded in Whatcom County on _____ under Auditor's File Number _____.

4. Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Lease Area (as defined in the Lease), all as more particularly described therein. In connection with these responsibilities, Lessee has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.

5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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EXHIBIT E-1
to the MEMORANDUM OF LEASE

The Legal Description of the real property on which Lessee's leased area, and associated access and utility rights, are located is set forth in that certain Record of Survey filed in Whatcom County on 5/23/88 under Auditor's File Number 1603153, and includes all of the following:

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57" E a distance of 50.00 feet;

Thence S 89°26'03" E a distance of 50.00 feet;

Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

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Cellco Partnership d/b/a Verizon Wireless
By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

By: Carol Maxime
Print Name: Carol Maxime
Its: _____
Date: Senior Counsel, US Tower
3/13/2020

LESSEE ACKNOWLEDGEMENT

STATE OF Massachusetts
) ss
COUNTY OF Middlesex

On this 16 day of March, 2020, before me, the undersigned Notary Public, personally appeared Carol Maxime, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Signature: Richard P. Palermo
Printed Name: Richard P. Palermo
Notary Public in and for the State of Massachusetts
residing at: Lynnfield, MA
My appointment expires: _____



RICHARD P. PALERMO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 25, 2023

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**EXHIBIT F
SURRENDER OF LEASEHOLD**

To the Director of Parks & Recreation:

_____ is presently the "Lessee" under that certain COMMUNICATION SITE LAND LEASE, Agreement No. _____ ("Lease"), with the _____, Whatcom County, acting by and through the Parks & Recreation Department, as the "Lessor," for use of a portion of that certain real property known at the _____ Communication Site, in Whatcom County, State of Washington, which real property is more specifically identified in that certain Memorandum of Lease ("MOL") recorded in the _____ County Auditor's Office on _____, 2020, as Document Number _____.

Lessee hereby notifies Lessor of Lessee's intent to terminate the Lease, the effective termination date for which shall be one hundred eighty (180) days after the date Lessor receives this notice. Concurrently with the effective termination date of the Lease, Lessee quitclaims and surrenders to Lessor any and all leasehold and other real property interests Lessee has in and to the real property identified in the MOL.

The reason for termination of the Lease and surrender of all real property interests is that Lessee no longer has need to use the _____ Communication Site.

[Insert Current Lessee Name]

Signed this ____ day of _____, 20____. _____
Name: _____
Title: _____

It is hereby ordered that the foregoing notice of termination and surrender be accepted and that certain COMMUNICATION SITE LEASE, Agreement No. _____, be canceled effective upon signature of the County Executive so noted.

WHATCOM COUNTY, acting by and through the
COUNTY EXECUTIVE

Signed this ____ day of _____, 20____. _____
Name: _____

Whatcom County Parks
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LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of _____ County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Signature: _____
Print Name: _____
Notary Public in and for the State of _____,
residing at _____
My appointment expires: _____

COUNTYS ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, personally appeared before me Jack Louws, to me known to be the Executive of Whatcom County, who executed the within and foregoing instrument on behalf of Whatcom County, and acknowledged said instrument to be the free and voluntary act and deed of the County for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Dated: _____

Notary Signature: _____
Print Name: _____
Notary Public in and for the State of Washington, residing at _____
My appointment expires: _____

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Verizon Communication
Tower Lease Agreement No.
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**EXHIBIT G
RENT CALCULATION**

Annual Rent: Adjusted to begin 4/1/22. As per Lease, to be increase 3% annually.

Item	Derivation	Annual Amount
Facility Site Area (up to 2,500 sq. ft.)	\$22,801.86 includes base tenant Verizon Wireless (2019 rate) Rate adj. for 2022	\$24,190.80
Each additional User (tenant)	\$3,000 each	
Annual Road Use Fee	\$1,000 (2019 rate) Rate adj. for 2022	\$1,060.90
Each Additional Road user (tenant)	\$250 ea.	
Leasehold Tax	12.84% /year (Verizon Pays Directly to WA State)	N/A

Total: \$25,251.70

Additional Payment: Due upon lease approval by County

Item	Derivation	One Time Payment
Signing bonus	ATC letter of 4.19.19	\$ 15,000

Total: \$15,000

EXHIBIT H

REQUIREMENTS OF THE HABITAT CONSERVATION PLAN

1. Lessee shall immediately notify County of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within Lease Area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silver spot butterflies. In all circumstances notification must occur within a 24-hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within Lease Area the Lessee shall immediately notify County. In all circumstances notification must occur within a 24-hour time period. Lessee may be required to take certain actions to help County safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by County.
3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the Whatcom County Parks & Recreation Office) in all correspondence and reports concerning Permit activities and any Forest Practices Applications.

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-254

File ID:	AB2020-254	Version:	1	Status:	Introduced for Public Hearing
File Created:	06/12/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution authorizing Whatcom County to enter into a twenty-year communication lease agreement with PI Tower Development LLC for an existing tower site located at the Lookout Mountain Forest Reserve

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This proposed lease agreement with PI Tower Development LLC includes consideration for both Whatcom and Skagit Counties to utilize the tower via a rate fee structure and will be available for both public safety and commercial purposes.

HISTORY OF LEGISLATIVE FILE


Date:	Acting Body:	Action:	Sent To:
07/07/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memorandum, Resolution, Communications Tower Lease Agreement



MEMORANDUM

TO: County Executive Sidhu and Members of the County Council

FROM: Michael McFarlane, Director. 

DATE: June 10th, 2020

RE: PI Tower Development LLC Site Lease at Lookout Mountain Forest Preserve

Enclosed please find a communication tower lease agreement between PI Tower Development LLC and Whatcom County. This agreement is for an existing previously occupied tower site located at the Lookout Mountain Forest Preserve.

PI Tower Development has worked with Skagit County Emergency Management on a proposal to erect a communication tower to better service parts of Whatcom and Skagit Counties. The tower lease includes consideration for both counties to utilize the tower via a rate fee structure and will be available for both public safety and commercial purposes.

I am recommending approval of the agreement.

RESOLUTION NO. _____

**AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A TWENTY-YEAR
COMMUNICATION TOWER LEASE AGREEMENT WITH
PI TOWER DEVELOPMENT LLC**

WHEREAS, in January 2014, the State of Washington through the Department of Natural Resources conveyed to Whatcom County, land which contained three (3) Commercial Communication Tower Lease sites with existing established towers; and

WHEREAS, Whatcom County Code 1.10.410 requires Council to determine if a lease may be awarded by private negotiation with interested parties; and

WHEREAS, the tower lease sites are located on Lookout Mountain and are remote and do not impede or impact public recreation or any other County purpose; and

WHEREAS, the established communication towers are a substantial company expenditure and commitment and long-term leases are necessary in this industry; and

WHEREAS, one of the sites is vacant and PI Tower Development LLC has requested to lease the vacant site to erect a new tower; and

WHEREAS, PI Tower Development LLC has requested a 20-year lease agreement; and

WHEREAS, the new communication tower lease contains updated lease provisions from the prior leases, including lease rate increases, an annual three (3) % increase, road maintenance fees and five-year rate reviews; and

WHEREAS, the communication tower lease shall be by private negotiation with the PI Tower Development LLC

1 **NOW, THEREFORE, BE IT RESOLVED** that the communication tower lease
2 proposed by Parks & Recreation Department be awarded through private
3 negotiation with interested parties.
4

5 **BE IT FURTHER RESOLVED**, that the Council approves the proposed tower
6 lease with PI Tower Development LLC.
7

8
9 **ADOPTED** this ____ day of _____, 20____.

10
11
12
13 ATTEST:

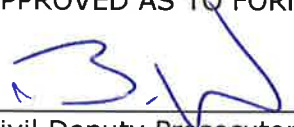
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

14
15
16
17 _____
Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

18
19
20
21
22
23 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

24
25
26 
27 _____
Civil Deputy Prosecutor

Satpal Singh Sidhu, County Executive


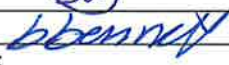
28
29
30 () Approved () Denied

31
32 Date Signed: _____
33
34

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	Administration (8010)
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	PI Tower Development LLC
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input 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): \$ 7,200 annually 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: Twenty-year communication tower site lease to PI Tower Development LLC. Site located at the Lookout Mountain Forest Preserve.	
Term of Contract: 20-Years Expiration Date: April, 2040	

Contract Routing:	1. Prepared by: Michael McFarlane	Date: 3/24/20
	2. Attorney signoff: 	Date: 3/27/20
	3. AS Finance reviewed: 	Date: 3/1/20
	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:



COMMUNICATION SITE LAND LEASE

Agreement No. _____

Lessee's Reference No. PIWA056

THIS COMMUNICATION SITE LAND LEASE WITH UTILITIES (**Lease**) is made by and between WHATCOM COUNTY, a political subdivision of the State of Washington, acting by and through its Parks & Recreation Department (**County/Lessor**), and PI TOWER DEVELOPMENT LLC (UBI 603588613) (**Lessee**).

SECTION 1 – DEFINITIONS

- 1.01 "Agreement Number."** County's identification number assigned to this Lease.
- 1.02 "Anniversary Date."** The annual date established by the Rent Commencement Date and on which Rent is due.
- 1.03 "Communication Site Area."** That area labeled as "Communication Site Area" on the Survey and Site Plan (both defined below), which includes, but is not limited to, the Facility Use Area, dedicated parking areas and Access, as applicable.
- 1.04 "Communication Site Facilities."** Towers, structural tower base(s), one or more buildings, generator(s), and fuel storage tank(s) and other Improvements as described and pre-approved in the Lessee's Survey and Site Plan.
- 1.05 "Commencement Date."** The mutually agreed upon date on which the lease is effective.
- 1.06 "County Owned Improvements."** Improvements made or owned by County as shown on the Site Plan.
- 1.07 "Emergency."** An event posing an imminent threat of bodily injury, property damage, or critical equipment failure.
- 1.08 "Electronic Interference."** Harmful transmission of radio wave frequencies that disrupt transmission and receipt of radio waves and includes interference as defined by the Federal Communications Commission (**FCC**).
- 1.09 "Equipment."** All electronic equipment placed on and within the Improvements located on the Facility Use Area. This includes, but is not limited to, antennas, equipment cabinets, Radio Units (defined below) and backup power batteries. Equipment is personal property and shall at no time be deemed a fixture to the real property on which it is located.
- 1.10 "Facility Use Area."** That certain area of the Communication Site Area identified on the Survey and Site Plan.

1.11 “Government Approval.” All necessary federal, state, and local licenses, permits, and approvals.

1.12 “Hazardous Substance(s).” Any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations; and any hazardous substance under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations; and any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time.

1.13 “Improvements,” consistent with RCW 79.02.010(8), are additions within, upon, or attached to Lease Area (defined below). This includes, but is not limited to, fill, structures, concrete pads, towers, shelters, utilities, generators, fuel storage tanks and fixtures. Improvements also include additional rock, earth, or ballast placed on Lease Area. Improvements include any construction, alteration, or addition to pre-existing Improvements. Improvements do not include Equipment.

1.14 “Interference Notice.” Written notification by Lessee to County of Electronic Interference on the Communication Site Area potentially arising from County-managed lands; and written notification by County to Lessee regarding Electronic Interference on County-managed lands potentially arising from Communication Site Area.

1.15 “Lease Area.” That area described on the Survey inclusive of Communication Site Area, Utility Area, and Road Access Area.

1.16 “Lessee.” Party holding a possessory interest in real or personal property under this lease.

1.17 “Lessee-Owned Improvements.” Are Improvements authorized by County, located within the Lease Area, and (1) made by Lessee, or (2) acquired by Lessee from County, a prior tenant or a Permittee.

1.18 “Party(ies).” County and Lessee may jointly be referred to herein as the “Parties” or individually, a “Party.”

1.19 “Permittees.” Lessee’s employees, agents, contractors, sublessees, subcontractors, licensees, invitees, and assigns.

1.20 “Personal Property.” Items that can be removed from the Lease Area and Improvements without (a) injury to the Lease Area or Improvements or (b) diminishing the value or utility of Lease Area or Improvements.

1.21 "Physical Interference." Natural or man-made objects that cause physical obstruction to Lessee's use of Communication Site Area.

1.22 "Radio Unit." A radio transmitter and/or receiver.

1.23 "Road Access Area." That certain area of the County's Land identified on the Survey and Site Plan.

1.24 "Site Plan." That certain site plan named PIWA056 WA-Bellingham – South Lookout dated March 23, 2018 on file with Whatcom County, under the Agreement Number for this Lease.

1.25 "Survey." The certain Record of Survey filed in Whatcom County on May 23, 1988 under Auditor's File Number **1603153**.

1.26 "Termination Date." The date this Lease expires, is cancelled, or terminated.

1.27 "Unauthorized Improvements." Improvements made on Lease Area without County's prior consent or Improvements made by Lessee that do not conform to the Survey and Site Plan.

1.28 "Utility Area." That certain area of the County Land identified on the Survey and Site Plan.

1.29 "Work." Construction, reconstruction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements or roads.

SECTION 2 - CONVEYANCES

2.01 Conveyances.

- (1) **Communication Site Area.** County hereby grants to Lessee an exclusive leasehold interest in the Communication Site Area generally described as and depicted in attached Exhibit A (Depiction of Communication site Area and Utility Area) and located within attached Exhibit D (Legal Description of County Land), and as depicted in the Survey and Site Plan referenced in this Lease. An exclusive leasehold is not granted to any other County owned property, which includes but is not limited to, common parking areas, non-exclusive utility services or areas, other tower sites, or as described in (2) and (3) below.
- (2) **Utility Area.** County hereby grants to Lessee a non-exclusive right to use the Utility Area.
- (3) **Road Access Area.** County hereby grants to Lessee a non-exclusive right to use the Road Access Area.

2.02 Access to Lease Area. Access to the Lease Area includes a nonexclusive right to use an existing road over and across the location shown on the map marked attached as "Exhibit C".

Such access shall be provided twenty-four (24) hours per day, seven (7) days per week, unless access is closed due to damage or acts of nature which renders access unavailable until repaired. Access by Lessee and Permittees shall be for business purposes only.

2.03 Memorandum of Lease. At Lessee's expense and no later than sixty (60) days after receiving the fully executed Lease, Lessee shall record a short form of this Lease, in a form substantially similar to the Memorandum of Lease attached as Exhibit E and Exhibit E-1 with the Whatcom County Auditor's Office. Lessee shall provide County with a copy of the recorded Memorandum of Lease. If Lessee fails to record the Memorandum of Lease, County may record it and Lessee shall reimburse the costs of recording within sixty (60) days of County's demand.

2.04 Reservations by County.

- (1) County reserves for itself, its successors, and assigns, the right at all times for any purpose to cross and re-cross the Lease Area at any place or grade; to grant easements and licenses over Lease Area; to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from Lease Area insofar as such uses do not unreasonably interfere with Lessee's rights.
- (2) County and its agents may enter the Lease Area and any structural Improvements thereon at all reasonable times for the purpose of inspecting the installations, or equipment, provided that, except in case of an emergency, County shall provide Lessee with at least ten (10) business days prior written notice prior to inspecting the Facilities Use Area to enable Lessee to arrange to accompany County. This clause shall not be construed to impose a duty to inspect.
- (3) Lessee agrees to reserve adequate space and make accommodations for Whatcom and Skagit County's Emergency Management, Public Safety and Sheriff's Office transmission and receipt of wireless communication signals/radio needs at the premises. Lessee agrees to enter into separate agreements with those agencies/departments regarding use and rents of Lessee's premises and equipment. Failure or inability to accommodate the needs of the counties will result in and adjustment to the base rent.

2.05 Permittees. Conduct of Permittees will be deemed the conduct of Lessee.

2.06 Third-Party Interests. This Lease is subject to all valid interests of third parties noted in the records of Whatcom County and on file with the Whatcom County Parks & Recreation Department, Whatcom County Washington as of the Commencement Date. It is understood and agreed by the Parties that the Lessee's communication tower lease area is immediately adjacent to two (2) other communication towers that also lease county property and also utilize the access road as is roughly depicted in Exhibit C. This Lease is not intended to alter, adversely impact, or restrict the County in its current and future use of its property subject to the terms of this Lease.

2.07 Public Use. County is not responsible for public use that may impact the Lease Area.

2.08 Lessee Warranties. Lessee warrants that the Survey and Site Plan are true and accurate descriptions of the Lease Area and Improvements. County reserves the right to retroactively adjust rent to the date Lessee began using the area outside the Lease Area if, at any time, during the term of the Lease County discovers a discrepancy between Lease Area description and the area actually used by Lessee.

2.09 Inspection. Except as otherwise provided in this Lease, County makes no representation regarding the condition of the Lease Area, Improvements located on Lease Area, the suitability of the Lease Area for Lessee's intended use, compliance with governmental laws and regulations, availability of utility rights, or access to Lease Area. Except as otherwise provided in this Lease, Lessee accepts the Lease Area "AS IS."

2.10 County Warranties. County makes no warranty of quiet enjoyment of the Lease Area.

2.11 Existing Structures. On the Commencement Date, all buildings and other structures identified on the Site Plan and Survey located on the Lease Area shall become the property of Lessee, excepting third party utilities.

SECTION 3 - PURPOSE

3.01 Lease. Lessee shall have the right to use the Communication Site Area for the transmission and receipt of wireless communications signals. Lessee's permitted use includes constructing, installing, repairing, maintaining, upgrading, updating, removing, securing, and operating Equipment and Improvements as described in approved Survey and Site Plan.

3.02 Utilities. Lessee shall be permitted to use the Utility Area and Communication Site Area for installation, maintenance, repair, and use of underground and existing overhead power cables and conduits for underground power and fiber, as identified in the Site Plan. In the event that utilities or fiber are necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) and cannot be located within the easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities or fiber on other real property owned by Lessor, so long as there are no additional costs to Lessor and County property is not unduly burdened or diminished in value.

3.03 Road Access. Lessee shall be permitted to use the Road Access for access to and from the Communication Site Area and Utility Area for purposes of this Lease.

3.04 Extent of Use. Notwithstanding the restrictions on assignment of this Lease, Lessee has the right, at its sole discretion, to sublease, or otherwise enter into occupancy and use arrangements of the Lease Area and share access rights granted under this Lease with Permittees, subject to the terms of this Lease.

Lessee may, at Lessee's sole expense, use any and all appropriate means of restricting access to the Communications Site Area, including construction of a fence around the Communications Site Area.

3.05 Maintenance. Lessee shall maintain the Lease Area, excluding the Road Access Area, in a reasonable and safe condition throughout the term, reasonable wear and damage from casualty or natural disaster excepted.

3.06 Restrictions. Lessee shall not cause or permit:

- (1) Damage to land or natural resources.
- (2) Removal of valuable materials as defined under RCW 79.02.010(15), minerals, coal, oil, or gas without the prior written consent of State.
- (3) Accumulation of debris or refuse;
- (4) Raising effective radiated power (ERP) within the Facility Use Area beyond that authorized by the FCC.

3.07 Compliance with Laws. Lessee shall comply with all applicable laws and regulations affecting its use of the County Land and assume at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this Lease.

3.08 Liens and Encumbrances. Unless expressly authorized by County in writing, Lessee shall keep the Lease Area free and clear of liens or encumbrances arising from Lessee's use or occupancy of the Lease Area. Notwithstanding the foregoing, Lessee may grant such encumbrances of any improvements, personal property or fixtures owned by Lessee which are located within the Lease Area without the consent of Lessor so long as the County's lease interest or property is not impaired, restricted or encumbered.

SECTION 4 - TERM

4.01 Term. The Lease shall commence on _____ (the "Commencement Date") and continue until a period of 20 years (the Term) until _____, (the "Termination Date"), unless adjusted under the terms of this Lease. Use of the Road Access Area and the Utility Area shall terminate upon expiration or termination of the Lease, except for as necessary to remove any Equipment and Improvements required under this Lease from the Lease Area in accordance with the terms of Condition at End of Term.

4.02 Lease Extension.

- (1) County may allow Lessee to continue to hold the Lease Area for a period not exceeding one (1) year after the Termination Date of this Lease, if the Lease Area is not otherwise going to be utilized by County. Upon expiration of the one (1) year holdover period, County may issue a temporary permit to Lessee if County has not yet determined the disposition of the Lease Area for other County purposes. The temporary permit shall not extend beyond a five (5) year period.
- (2) Failure to Vacate. If during the holdover period County notifies Lessee to vacate the Lease Area and Lessee fails to do so within the time set forth in the notice, Lessee will be a trespasser and shall owe County all amounts due under RCW 79.02.300 or other applicable law.

4.03 Late Possession. If, for any reason whatsoever, County cannot deliver possession of the Lease Area to Lessee on the Commencement Date, this Lease will not be void or voidable, nor will County be liable to Lessee for loss or damage resulting from the delay in delivery of possession. In such event, the Parties will renegotiate the affected terms of the Lease.

4.04 Lessee's Right to Terminate. Lessee may terminate this Lease at any time conditioned upon providing one hundred eighty (180) days' advance notice to County, which notice shall be in the form of "Surrender of Leasehold" as depicted in attached Exhibit F or in a form acceptable to County, provided Lessee has no outstanding Rent or other charges due to County at the time the notice is delivered to the County.

4.05 Condition at End of Term. At the Termination Date, Lessee shall surrender the Lease Area to County in the same condition as on the Commencement Date, reasonable wear and damage from casualty or natural disaster excepted. County may require that Lessee provide a Phase I - environmental site assessment or equivalent to identify any environmental contamination and shall request the study no more than thirty (30) days following the Termination Date.

4.06 End of Term. Disposition of Equipment and Lessee-owned Improvements shall be in accordance with the following terms and conditions, and as provided in RCW 79.13.050.

- (1) By the Termination Date, all Equipment and Improvements, including impervious surfaces, constructed or installed by or at the direction of Lessee and Permittees shall be removed from the Lease Area, except as otherwise provided in this Lease or as the Parties otherwise agree in writing.
- (2) Unless otherwise agreed in writing by the Parties, any Lessee's or Permittees' Equipment and/or Improvements left on the Lease Area after the Termination Date, County shall have the right, at its option, to (i) deem any or all of such Equipment and/or Improvements abandoned and take ownership thereof; or (ii) remove, sell or dispose of such Equipment and/or Improvements as County sees fit, in accordance with all applicable laws.

- (3) If County chooses to remove any or all of the Equipment or Improvements from the Lease Area as permitted herein, Lessee shall reimburse County for the reasonable direct costs County incurs therefor; provided County completes the removal work and provides Lessee an invoice for such costs within eighteen (18) months after the Termination Date.
- (4) Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee and Permittees shall retain ownership of their Equipment and Improvements if the term of this Lease is extended by mutual written agreement of the Parties, if Lessee holds over in accordance with the terms of Section 4.02, Holdover, or if Lessee re-leases the Lease Area under a new lease with the County.
- (5) Notwithstanding anything to the contrary contained in this Lease, County hereby waives Lessee's obligation to remove the following Improvements, without need for any additional consent or documentation thereof: fill, additional rock, earth or ballast, and all foundations and utility conduits more than eighteen inches (18") below surface-level; provided that such Improvements are left in a condition that is deemed to be safe to health and the human environment, which shall include removal of all power cables from such underground utility conduit.

4.07 Disposition of Personal Property.

- (1) Lessee retains ownership of Personal Property, unless Lessee and County agree otherwise in writing.
- (2) Lessee shall remove Personal Property from the Lease Area by the Termination Date.

County may sell or dispose of all Personal Property left on Lease Area after the Termination Date. Lessee shall pay for the cost of removal and disposal.

SECTION 5 – PAYMENT

5.01 Rent. Annual Rent is composed of Rent for Communication Site Area, Road Use Fee, Leasehold Tax and assessments. Payments made hereunder will be applied in the order of interest, rent, charges, and then to leasehold tax, if applicable. Annual Rent is due and payable prior to the Anniversary Date of each year after the Rent Commencement Date, and on or before the same date every year thereafter until the Termination Date.

- (1) **Rent.** Beginning on the Rent Commencement Date (as hereinafter defined), until adjusted or revalued as set forth below, Lessee shall pay the County a base rent of Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00) annually. Additionally, Lessee shall pay annual rent for the initial tenant (the "Initial Facility User") of Two Thousand

and 00/100 Dollars (\$2,000.00) (collectively the "Rent"). For each additional Facility User (after the Initial Facility User), Rent shall increase annually by Three Thousand And 00/100 Dollars (\$3,000.00). Lessee shall pay the pro-rated annual fee associated with each additional Facility User upon Lessee's receipt of rent or payment by the Facility User.

- (2) **Rent Commencement Date.** The "Rent Commencement Date" shall mean the earlier of (i) the date the Lessee commences construction or (ii) the date that is one (1) year from the Commencement Date. The first such payment of Rent will be made within thirty (30) days of the Rent Commencement Date, and prior to the Anniversary Date annually thereafter.
- (3) **Road Use Fee.** Lessee shall pay a required road use fee ("Road Use Fee") of One Thousand And 00/100 Dollars (\$1,000) for the first year of this Lease ("Initial Road Use Fee"). The Initial Road Use Fee shall be paid with first installment of Rent and includes the Initial Facility User. Subsequent annual Road Use Fees shall be due and payable with the Rent for the remaining term of this Lease, subject to adjustment as set forth in the Annual Rent Adjustment below. Lessee's Road Use Fee will increase by Two Hundred Fifty and 00/100 Dollars (\$250.00) for each additional Facility User (after the Initial Facility User) of the Lease Area that locates its Equipment on the Communication Site after the Commencement Date, to be paid with Lessee's annual Road Use Fee in the year the Facility User first locates its Equipment in the Leased Area.
- (4) **Leasehold Excise Tax.** Should a leasehold excise tax be imposed on this Lease or any interest therein, Lessee shall pay the leasehold excise tax directly to the Washington State Department of Revenue. In this instance, Lessee must submit to County a written request, with supporting documentation from the Washington State Department of Revenue, to avoid leasehold excise tax billing by the County.
- (5) **Refunds.** County shall not refund any monies paid in Rent between the last Anniversary Date and Termination Date.
- (6) **Annual Rent Adjustment.** County shall increase the Rent by three percent (3%) for the Facility Use Area, Communication Site Area, Tower Facility User and Road Use charges on every Anniversary Date for all years except for those years in which County revalues the Rent under this Section.
- (7) **Rent Calculation.** Attached as Exhibit G.

5.02 Rent Revaluation. At the end of the first five (5) year period and at the end of any subsequent five (5) year period, County shall revalue the Rent ("Adjustment Date"). County shall provide notice of this revaluation to Lessee in writing no later than sixty (60) calendar days before the Anniversary Date. Rent will be revalued as follows:

- (1) The Communication Site Area, Equipment Use and Road Use charges will be revalued based on the cumulative percent change in the "Consumer Price Index, All Urban Consumers, US City Average," (CPI) for "all items" since the Commencement Date or last time of Rent revaluation. In the event the CPI ceases to be published, County may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency. In no event shall the Base Rent increase by more than twenty-five percent (25%) for any five (5) year period.
- (2) Independent Appraisal. If Lessee does not agree with County's revaluation, Lessee may submit to County an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for County's consideration. Lessee must submit such appraisals to County within thirty (30) calendar days of Lessee's receipt of notification of the adjusted rent, or County's determination of market rent is final with no right of appeal with rent due as set forth in County's initial notice. If Lessee timely submits an appraisal, County shall notify Lessee in writing whether County accepts or rejects Lessee's appraisal of market rent. Lessee shall pay the adjusted rent within ten (10) business days of receipt of notice of whether Lessee's appraisal is accepted or rejected.
- (3) Parties may agree to a continuation of three percent (3%) escalation per year, as provided in the Annual Rent Adjustment.
- (4) Road Use Fee. County will evaluate road maintenance and replacement costs associated with prorated use of road by Lessee and Lessee's Permittees at Rent Revaluation dates.

Failure on the part of County to establish a new annual Rent by the Adjustment Date shall not preclude County from doing so thereafter, and the adjusted rent shall be retroactive to the Adjustment Date.

5.03 Non-Rent Payments.

- (1) **Taxes.** Lessee shall pay all real and personal taxes imposed on the Communication Site Area that result from any changes or modifications Lessee makes to the Improvements located thereon during the term of this Lease.
- (2) **Assessments.** Lessee shall pay its pro rata share of assessments charged against Lease Area (excluding the Road Access Area.) Lessee shall pay the assessment within thirty (30) days of receipt of written notice from County.
- (3) **Removal of Valuable Materials.** Prior to any removal of County trees or vegetation, including those causing Physical Interference, Lessee shall notify County and obtain County's written approval. County's approval shall be

conditioned on payment for the market value of any valuable materials removed and compliance with County's regulatory requirements, however such approval shall not otherwise be unreasonably withheld or conditioned.

- (4) **Electrical Power, Fiber and Other Utilities.** Lessee shall provide for the provision of all electrical power, telephone, fiber or any other necessary utilities to, at, and for Communication Site Area. Lessee shall pay for all electric power fiber and other utility charges or expenses incurred arising from Lessee's use of Communication Site Area.

5.04 Place of Payment. All payments shall be made payable to Whatcom County Parks & Recreation Department, accompanied by a reference to the Agreement Number and paid to County's remittance address shown in the Notice Section of this Lease. Lessee shall not combine payment for this Lease with payment for any other lease with County, unless Lessee includes an itemized statement with the payment specifying the amount attributable to each lease's Agreement Number.

5.05 Non-Waiver. Acceptance of any other payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time.

5.06 Failure to Pay. Failure to pay any monies due under this Lease constitutes a material breach. County may seek all remedies available. If Lessee fails to pay amounts due under this Lease, County may pay the amount due and recover its cost in accordance with this Lease.

5.07 Late Charge. If County does not receive full rent payment within fifteen (15) business days of the date due, Lessee shall pay to County a late charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00), to defray the overhead expenses of County incident to the delay. This amount may be increased at Rent Re-valuation to reflect increased overhead costs, which shall be no more than the CPI increase.

5.08 Interest Penalty for Past-Due Rent and Other Sums Owed.

- (1) Interest on all past-due sums shall be charged at the rate of one percent (1%) per month, calculated from the due date, until paid. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (2) If County pays or advances any amounts for or on behalf of Lessee, after first giving Lessee at least thirty (30) days' notice and opportunity to pay such amounts, Lessee shall reimburse County for the amount paid or advanced within thirty (30) days of receipt of an invoice therefore, together with reasonably supporting documentation for the amounts paid or advanced. If Lessee fails to reimburse the County timely, as provided herein, such paid or advanced amounts shall be subject to the interest provided for in (1) above.

5.9 Referral to Collection Agency and Collection Agency Fees. If county does not receive full payment within thirty (30) days of the due date, County may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Lessee shall pay collection agency fees in addition to the unpaid amount.

5.10 No Accord and Satisfaction. County may accept payment in any amount without prejudice to County's right to recover the balance of the rent or pursue any other right or remedy.

5.11 No Counterclaim, Setoff, or Abatement of Rent. Lessee shall pay Rent and all other sums without County providing prior notice or demand. Lessee's payment is not subject to counterclaim, setoff, deduction, defense, or abatement.

SECTION 6 – IMPROVEMENTS AND EQUIPMENT

6.01 New Improvements. Lessee may make modifications or alterations to Lease Area and Lessee-owned Improvements and Equipment as it deems necessary, in its sole discretion, to accommodate use of Lease Area, subject to Lessee obtaining all necessary permits and approvals from applicable authorities for any such modifications, including all Government Approvals. Lessee shall notify Lessor of all such modifications or alterations. County acknowledges that Lessee need not obtain County's consent before making modifications to the Lease Area and Lessee-owned Improvement and Equipment within the Lease Area. Nothing herein shall permit Lessee to expand the Lease Area without the County's consent, unless agreed otherwise in this Lease.

6.02 Existing Equipment. The current configuration of Lessee's and the Initial Facility User's Equipment and Improvements as of the Commencement Date of this Lease is described in the Survey and Site Plan attached hereto as Exhibits A and B.

6.03 New Equipment. Lessee shall notify the County of any Equipment that will be added to Communication Site Area sixty (60) days prior to installation of Equipment by submitting a revised site plan for County review subject to Section 6.8 herein.

6.04 Equipment Identification. All equipment at the Facilities Area shall be identified with a FCC and/or National Telecommunications and Information Administration (NTIA) issued license. If the equipment is unlicensed the equipment shall be labeled with transmit and receive frequencies.

6.05 Non-Ionizing Electromagnetic Radiation (NIER). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

6.06 County's Repairs. County shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Lease Area, or any part thereof, during the Term.

6.07 Work.

- (1) All Work must comply with the terms set out in Exhibit H, Site Specific Requirements.
- (2) Modifications to Work may result in County, at its sole discretion, requiring an updated Site Plan.
- (3) At the end of the term of this Lease, County may waive removal of some or all Lessee-owned Improvements.
- (4) Prior to Work, Lessee will employ a utility locator service, at no cost to County, to check the Communication Site Area and Temporary Use Area for buried utilities.
- (5) Following the completion of Work, Lessee shall remove all debris and restore the Lease Area to an orderly and safe condition. If Work is intended for removal of Improvements at the Termination Date, Lessee shall restore the Lease Area in accordance with this Lease.
- (6) Emergency Work. All of Lessee's Work necessitated by an Emergency shall be governed by the terms of this Lease; provided Lessee need not obtain County's consent prior to commencing such necessary Work, but shall give County notice thereof as soon as is reasonably possible thereafter.
- (7) Electrical Power. Electrical power provided to Lease Area by Lessee shall be installed in accordance with all applicable legal requirements and industry standards. Initial installation and any subsequent expansion of the capacity of the power provided to Lease Area shall be subject to County's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
- (8) County may impose additional conditions reasonably intended to protect and preserve the Lease Area if the Work is for removal of Improvements at the end of the term of this Lease.

6.08 Minor Modifications Authorized. Lessee and its Permittees may make minor modifications or alterations to Lease Area and Lessee's and Lessee's Facility User-owned Improvements as it deems necessary, in its sole discretion, to accommodate use of Lease Area, subject to Lessee or the Facility User obtaining all necessary permits and approvals from applicable authorities for any such minor modifications. County acknowledges that neither Lessee nor the Facility User need to obtain County's consent before making minor modifications to the Lease Area and its' Improvements. Examples of minor modifications would be the maintenance, the addition, repair and removal of any Equipment (excluding antennas and dishes) located on Lessee's towers or within Lessee's buildings, and cable tray modifications, security

systems and other similar work located solely within the Facility Use Area. Nothing herein shall permit Lessee to expand Lease Area.

6.09 Government Approvals. Prior to performing any installation or construction work within the Lease Area, Lessee shall secure all necessary Government Approvals at its sole expense. County agrees to complete County's portion of the Government Approvals.

6.10 Third-Party Use. Upon County's request, Lessee shall allow third parties to access utility service to install new and maintain existing service and may reasonably condition such consent. Third Parties shall own and have responsibility for the new utilities, unless owned by a utility provider.

6.11 Emergency Action.

- (1) **Fire.** If Lessee has actual knowledge of a wildfire occurring on or near the Lease Area, Lessee shall immediately report such fire to emergency response authorities by calling 911 and to State, by calling (800) 562-6016 and shall make its on-site equipment available to help suppress or contain the fire. Lessee is authorized, but not required, to take action reasonably necessary to protect persons and property.
- (2) **Non-Fire Emergencies.** In the event of an emergency (other than fire) requiring immediate action to protect person or property other than fire, Lessee may take reasonable corrective action without prior notice to County. Lessee shall notify County the same business day for non-fire emergencies occurring on a business day and the next available business day for non-fire emergencies occurring after hours, weekends, and holidays. Lessee shall notify the Whatcom County Parks & Recreation Department at (360) 778-5850, and in writing, within five (5) business days after the emergency occurs, to the address indicated in this Lease, of any corrective action taken.

SECTION 7 - INTERFERENCE

7.01 Lessee Electronic Interference. Lessee warrants that its use of the Communication Site Area now and in the future will not cause Electronic Interference with any other facilities or equipment that currently exist on County property or that predate Lessee's Communication Site Facilities. Lessee shall not install any new Equipment that will cause Electronic Interference with any other existing facilities or equipment. Upon receipt of an Interference Notice from County, Lessee shall immediately take remedial action to eliminate interference caused by Lessee's operations in violation of the terms of this Section.

Lessee shall take all measures necessary to eliminate the interference within forty-eight (48) hours after receipt of the Interference Notice. Lessee shall notify County within twenty-four (24) hours of resolving Electronic Interference.

7.02 County's Electronic Interference. County will provide no Electronic Interference protection during the term of this Lease. County shall not be responsible for enforcing the FCC's rules, regulations, and licenses, and makes no warranty of electronic noninterference during the term of this Lease

7.03 County's Physical Interference. County is not responsible for Physical Interference on County-owned lands.

7.04 Cooperation. Upon receipt of an Interference Notice by the other party, County and Lessee shall reasonably cooperate to resolve Electronic Interference or to identify resolutions to Physical Interference.

SECTION 8 - ACCESS ROADS AND ROAD MAINTENANCE

8.01 Road Repair. Lessee shall repair, or cause to be repaired, at its sole cost and expense that damage to the Road Access Area that is caused through the operations of Lessee, including Permittees, which is in excess of that which they would cause through normal and prudent usage of said Road Access Area. Lessee shall notify County within five (5) business days of any damage to the road caused by Lessee and Permittees. Upon notification by County of Lessee-caused damage, Lessee shall provide County with a plan for the repairs within ten (10) business days.

8.02 Road Maintenance and Repair.

- (1) County shall be responsible for road maintenance of the Road Access Area except as otherwise provided herein. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved.
- (2) In the event of a catastrophe, or the need for extraordinary road maintenance or repair, Lessee shall pay its pro rata share of the cost incurred in maintaining, repairing, or resurfacing said road or portion thereof, as determined by County; provided that Lessee's pro rata share of such costs shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) without Lessee's prior written consent (Max Fee).
- (3) In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, County reserves the right to not repair the road, and in such case County shall not guarantee or warrant Lessee's access to Lease Area. Lessee assumes all risk of loss associated with accessing Lease Area.

SECTION 9 - SPECIAL REQUIREMENTS

9.01 Fire. Lessee shall comply with all laws and regulations pertaining to fire protection and suppression and take reasonable care to prevent wildfires from igniting on or spreading onto Lease Area. Measures shall include ensuring all vehicles carry a fire extinguisher of at least a 5 B/C rating and a serviceable shovel and complying with all requirements of the Forest Protection Act (Chapter 76.04 RCW) and its implementing regulations (Chapter 332-24 WAC).

In addition to any liability for negligence, Lessee shall reimburse County for all damages (including loss or damage of timber, and fire suppression costs) resulting from wildfires to the extent caused by Lessee or Lessee's Permittees, even if not attributable to negligence by Lessee or its Permittees; provided, however, Lessee shall not be liable for such damages and costs resulting from acts of nature or acts beyond the control of Lessee and its Permittees.

9.02 Hazardous Substances.

- (1) Prohibited Activities. Lessee shall not keep on or about the Lease Area any Hazardous Substance unless both of the following applies:
 - (a) The Hazardous Substance is necessary to carry out Lessee's Permitted Use under this Lease; and
 - (b) Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of Hazardous Substances.
- (2) Lessee shall immediately assume responsibility for a Hazardous Substance release (spill) caused by Lessee on or adjoining the Lease Area. Responsibility includes, but is not limited to the following:
 - (a) Immediately notify all necessary emergency response agencies, as required under federal, state, and local laws, regulations, or policies.
 - (b) Follow emergency response agency notifications and notify County of all spill releases, and Lessee actions completed for spill reporting, and Lessee's actions planned or completed toward spill cleanup as provided in this Lease for Non-Fire Emergencies. At Lessee's sole expense, conduct all actions necessary to mitigate the spill release.
 - (c) Other than performing initial emergency response cleanup and containment actions, obtain approvals in advance of all site cleanup actions (e.g., site characterization investigations, feasibility studies, site cleanup and confirmation sampling, and groundwater monitoring) conducted on Lease Area and County Land, in coordination with regulatory agencies and County.

- (d) Be familiar with all necessary Hazardous Substance spill release notification and response mitigation requirements in advance of conducting Lessee operations on Lease Area.
- (3) Lessee shall immediately notify County of any of the following:
- (a) All failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
 - (b) All inspections of Lease Area by, or any correspondence, orders, citations, or notifications from, any regulatory entity concerning Hazardous Substances affecting Lease Area;
 - (c) All regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
 - (d) On request, Lessee shall provide copies to County of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area.
- (4) Indemnity. Lessee shall be fully and completely liable to County, and, to the extent permitted by law, shall indemnify, defend, and save harmless County and its employees, officers, and agents from any and all damages, costs, fees (including attorneys' fees and costs), penalties, and oversight costs to the extent arising from Lessee's use, disposal, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's Permittees and for any breach of this Section.

9.03 Weed Control. Lessee shall control weeds and vegetation on the Lease Area. Weed control shall be approved in writing by County prior to beginning such activities.

9.04 Habitat Conservation Plan (HCP). The Lease Area is located within an area that is subject to State's 1997 Habitat Conservation Plan (Habitat Conservation Plan) adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (Incidental Take Permit No. PRT-81251 and Permit No. 1168 shall be collectively referred to as ITP). As long as the Habitat Conservation Plan remains in effect, Lessee and Lessee's Permittees shall comply with the terms and conditions set forth in Exhibit I while operating on Lease Area.

9.05 Snow Plowing. Snow plowing shall be permitted only upon County's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Lessee shall follow precautions and conditions as listed in Exhibit H.

9.06 Notice of Offers. If Lessor receives an offer that it intends to accept to purchase fee title, an easement, a lease, a license, or any other interest in the Lease Area, or Lessor's interest in this Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee no later than thirty (30) days prior to Lessor accepting said offer.

SECTION 10 – ASSIGNMENT

10.01 Assignment. Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee's leasehold estate and any Lessee-Owned Improvements, and may make a conditional assignment of this Lease and the Lessee-Owned Improvements to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties").

- (1) Lessee shall have the right to license, sublease or assign its rights under this lease, without the consent of Lessor, upon any of the following conditions:
 - (a) any conditional assignment of this Lease to a Secured Party as described in Section (10.1) above;
 - (b) any license or sublease of a portion of the Leased Area and the Tower Facilities in the ordinary course of Lessee's business, provided that Lessee shall provide Lessor written notice of each license or sublease;
 - (c) an assignment or sublease to an affiliate entity of Lessee; or
 - (d) an assignment to an entity in the business of developing or owning telecommunications towers, provided that any such assignee shall have a net worth equal to or greater than Lessee's.
- (2) Any License, sublease or assignment by Lessee of its rights under this Lease which is not set forth in (a) – (d) above shall require the written consent of the Lessor, which consent shall not be unreasonably withheld, delayed and/or conditioned.

This Lease must be attached as an exhibit to any assignment, license or sublease and Lessee shall make the assignment, license or sublease subject to the Lease terms.

10.02 No Waiver of Right to Consent. The consent of County to any one assignment shall not constitute a waiver of County's right to consent to subsequent assignments, nor shall consent of County to any one assignment relieve any party previously liable as Lessee from any obligations under this Lease that arose before the effective date of the assignment. The acceptance by

County of the payment of rent following an assignment shall not constitute consent to any assignment, and County's consent shall be evidenced only in writing.

10.03 Name Change. If Lessee changes its name, Lessee shall provide County with legal documentation of the name change within sixty (60) days of the effective date of the change.

SECTION 11 - INDEMNITY AND INSURANCE

11.01 Indemnity (Assumption of Liability) and Insurance. From and after the Commencement Date of this Lease, Lessee shall indemnify, defend and hold harmless County, its employees, officers, officials, and agents from any and all liability, damages (including, but not limited to, death, personal injury, and damages to land and other natural resources), expenses, causes of action, suits, claims, costs, fees (including, but not limited to, attorneys' fees), penalties, or judgments, of any nature whatsoever, alleged or arising out of the use, occupation of the Lease Area by Lessee and its Permittees except as may arise out of the willful or sole negligent acts or omissions of County or County's elected officials, employees, agents, servants, contractors and sublessees. In case of damages caused by the concurrent negligence of Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees and the Lessor, its appointed or elected officers, officials, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees. Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless County and its agencies, officials, agents, and employees. This Section shall not in any way limit Lessee's liability under Hazardous Substances Section, and this Section shall not apply to any liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, arising out of any events, obligations, rights, or actions described in Hazardous Substances Section.

The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this lease.

11.02 Insurance.

- (1) Required. Lessee shall, at all times during the term of this Lease at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Lease at County's option. Lessee shall make sure that all Permittees comply fully with all insurance requirements stated herein. Failure by the County to confirm compliance with the Lessee's insurance requirements shall not be considered a waiver or acceptance of Lessee's insurance obligations.

- (2) Insurers. All insurance and surety bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better Per AM Best or equivalent. Any exception shall be reviewed and approved by the County's Risk Manager or the Parks Department and the County Civil Attorney before the Commencement Date. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.
- (3) Notice of Cancellation. County shall be provided written notice before cancellation or nonrenewal of any insurance referred to therein, in accord with the specifications contained herein. County shall always be provided with a current Certificate of Insurance and Endorsements which provides proof of the Insurance requirements in this Lease.
- (4) Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): Lessee shall give County thirty (30) days' advance notice of cancellation or nonrenewal. If cancellation is due to nonpayment of premium, Lessee shall give County ten (10) business days' advance notice of cancellation.

Insurers subject to 48.15 RCW (Surplus Lines): Lessee shall give County thirty (30) days' advance notice of cancellation. If cancellation is due to nonpayment of premium, County shall be given ten (10) business days' advance notice of cancellation.

- (5) Certificate of Insurance and Endorsements. Before beginning operation, Lessee shall furnish County with a certificate(s) of insurance and endorsements, showing compliance with the insurance requirements specified in this Lease. The certificate of insurance and endorsements shall reference Whatcom County, its departments, officials, employees and agents, and naming them as additional insureds and reference the Lease Agreement / Number.

INSURANCE TYPES & LIMITS: The limits of insurance, may be reviewed annually by the County, and if deemed necessary, may be increased by the County with written notice, and shall not be less than as follows:

Commercial General Liability (CGL) Insurance: Lessee shall purchase and maintain commercial general liability insurance with a limit of not less than \$2,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. Limits may be satisfied by a combination of underlying and umbrella policies. All insurance must cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury,

and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: Lessee shall purchase and maintain employer's liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Lessee shall purchase and maintain business auto insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 per accident, with such insurance covering liability arising out of "Any Auto." The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Lessee waives all rights of subrogation against County for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers' Compensation): Lessee shall comply with Title 51 RCW by maintaining workers' compensation insurance for its employees. Lessee waives all rights of subrogation against County for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. Lessee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Lease.

Pollution Legal Liability Insurance:

- (a) Lessee shall procure and maintain for the duration of this Lease pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Lessee shall maintain coverage in an amount of at least:
 - (i) \$2,000,000 each occurrence for Lessee's operations at the Lease Area as well as for all treatment, storage, and disposal facilities, including transportation to such facilities, and
 - (ii) at least \$4,000,000 general aggregate or policy limit, if any.
- (b) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional condition must be met:
- (c) The pollution legal liability insurance policy must cover Hazardous Substance removal.
 - (i) The pollution legal liability insurance policy must contain no retroactive date, or the retroactive date must precede abatement services.

- (ii) Coverage must be continuously maintained with the same insurance carrier through the end of the Lease.
- (d) Whatcom County, Whatcom County Parks & Recreation Department, its officials, agents, and employees, shall be named as additional insured by endorsement on the pollution legal liability insurance policy.

ADDITIONAL PROVISIONS:

Additional Insured, Primary and Noncontributory: Whatcom County, its departments, officials, agents, and employees and volunteers shall be named as additional insureds by endorsement on all general liability, auto, excess, and umbrella insurance policies. Lessee's insurance shall be primary and County's noncontributory.

Waiver: Lessee waives all rights of subrogation against County for recovery of damages to the extent these damages are covered by general liability, excess, umbrella, or any insurance maintained or required pursuant to this Lease.

Coverage Limits: Coverage limits shall be the minimum limits plus aggregate identified in this Agreement herein and in no way limit the indemnity available to the Indemnified parties.

Occurrence Based: All insurance shall be occurrence based unless stated otherwise.

Notice: The County will be provided thirty (30) day notice of cancellation of the policy except for non-payment of premium for which a ten (10) day notice will be provided.

Proof of Insurance: The Lessee must submit the Certificate of Insurance and Endorsements as described above to the County prior to the commencement of the Lease.

Waiver: Failure of the County to insist upon strict performance of any of the covenants and agreements of this Lease or insurance requirements 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 obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.

Other: The Lessee agrees Lessee's insurance obligation shall survive the completion or termination of this lease.

SECTION 12 - DAMAGE OR DESTRUCTION

12.01 Force Majeure. County's or Lessee's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without the fault or negligence of County or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics, or labor strikes.

12.02 Notice and Repair.

- (1) Notice to County. In the event of damage to or destruction of the Lease Area or Improvements located within the Lease Area, Lessee shall give written notice to County within fourteen (14) business days. County does not have actual knowledge of the damage or destruction without Lessee's written notice.
- (2) Repair. Unless otherwise agreed in writing, if any repairs are necessitated by the fault or negligence of Lessee and Permittees, Lessee shall reconstruct, repair, or replace such damaged portions of the Lease Area and Improvements on the Lease Area as nearly as possible to their condition immediately prior to the damage or destruction in accordance with this Lease.

12.03 County's Claim. County does not waive any claims for damage or destruction of the Lease Area unless County provides written notice to Lessee of each specific claim waived.

12.04 Insurance Proceeds. Lessee's duty to reconstruct, repair, or replace any damage or destruction of the Lease Area or any Improvements on the Lease Area is not conditioned upon the availability of any insurance proceeds to Lessee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Insurance Section.

12.05 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.06 Default at the Time of Damage or Destruction. If Lessee is in default under the terms of this Lease beyond any applicable cure periods at the time damage or destruction occurs, County may elect to terminate the Lease and County then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

12.07 County's Remedy. If Lessee fails to remedy the condition of the Lease Area in a timely manner, County may take steps reasonably necessary to remedy Lessee's failure. Within sixty (60) calendar days of demand by County, Lessee shall pay all costs of County's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on the Lease Area, lost revenue resulting from the condition of Lease Area, and administrative costs associated with County's remedy.

12.08 Debt to County. If County must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest that Lessee is obligated to pay pursuant to the terms of this Lease, such obligations shall be considered a debt to County. Lessee shall pay within thirty (30) days of demand by County. Notwithstanding, the foregoing, County must notify Lessee within one (1) year of any such debt occurring, and any claim not made within the prescribed time period shall be deemed satisfied and unenforceable against Lessee.

SECTION 13 - CONDEMNATION

13.01 Termination Upon Complete Taking. If all of Lease Area is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation.

13.02 Termination Upon Partial Taking. If any part of the Lease Area is so taken and, in the opinion of either County or Lessee, it is not economically or functionally feasible to continue this Lease in effect, either Party may terminate this Lease. Such termination by either Party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, or the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken.

13.03 Continuation Following Partial Taking. If part of the Lease Area is taken and neither County nor Lessee elects to terminate this Lease, or until termination is effective, as the case may be, rent shall be abated in the same proportion as the portion of the Lease Area so taken bears to the whole of Lease Area when the proportion calculated amounts to Two Thousand Dollars (\$2,000.00) or more. In no case shall rent be less than Two Thousand Dollars (\$2,000.00); this minimum amount shall be increased by five percent (5%) every year after the Commencement Date.

13.04 Relocation. In the event of either a complete taking or a partial taking through condemnation, County will cooperate with Lessee to attempt to reasonably relocate part or all of the Lease Area.

13.05 Damage Award. All damages awarded for the taking or damaging of all or any part of Lease Area, or county-owned improvements thereon, shall belong to and become the property of County. However, County shall not claim any interest in or to Personal Property or Improvements. Lessee may, on its own behalf, make a claim to the condemnation authority for any award to which Lessee is entitled at law, including but not limited to losses related to its equipment, relocation costs, the value of the leasehold, business interruption costs, damages, and losses in any condemnation. No damages may be demanded by Lessee or awarded to Lessee against the County for any taking by a third-party condemning authority.

SECTION 14 - DEFAULT

14.01 Default Defined. Lessee is in default of this Lease on the occurrence of any of the following:

- (1) Failure to make payments when due;

- (2) Failure to comply with applicable law, regulation, or order of any lawful governmental authority;
- (3) Failure to comply with any provision of this Lease;
- (4) Effective date of bankruptcy proceedings by or against Lessee or the appointment of a trustee or receiver of Lessee's property; or
- (3) Involuntary assignment by operation of law.

14.02 Right to Cure.

- (1) Event of Default. A default becomes an "Event of Default" if Lessee fails to cure the default within the applicable cure period following County's written notice of default. Upon an Event of Default, County may seek remedies under this Lease.
- (2) Cure Period. Unless expressly provided elsewhere in this Lease, the cure period is thirty (30) days to cure monetary defaults and forty-five (45) days to cure non-monetary defaults from receipt of the County's written notice of default to Lessee.
- (3) Non-Monetary Default. For non-monetary defaults not capable of cure within forty-five (45) days, County will not unreasonably withhold approval of a reasonable alternative cure schedule. Lessee must submit to County a cure schedule within thirty (30) days of Lessee's receipt of a written notice of default. The default is not an Event of Default if County approves the schedule and Lessee works diligently and in good faith to execute the cure. The default is an Event of Default if Lessee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.
- (4) Repeated Defaults. Should Lessee have more than five (5) repeated monetary defaults occur, County shall provide written notice of the monetary default to Lessee and Lessee must cure within three (3) business days of receipt or County may elect to deem the monetary default by Lessee as an Event of Default.
- (5) In the case of a breach of any covenant or term hereof by the Lessor, the Lessor shall have all rights of notice and cure afforded Lessee in this Lease,

14.03 Remedies. Upon an Event of Default, County may terminate this Lease and remove Lessee by any remedy at law.

SECTION 15 - NOTICE

15.01 Designated Contact. Formal notices, required or desired, shall be in writing and delivered personally or by messenger or sent by USPS certified mail, return receipt requested, postage prepaid or by reliable overnight courier service, and shall be sent to the respective addressee at the respective address set forth below or to such other address as the Parties may specify in writing.

Billing invoices and other rent matters will be sent to the "Primary Contact" only.

County Contact:

Director
Whatcom County Parks & Recreation Department
3373 Mount Baker Highway
Bellingham WA 98226
(360) 778-5850

Lessee Primary Contact:

PI Tower Development LLC
c/o Lendlease (US) Telecom Holdings LLC
2320 Cascade Pointe Blvd Suite 300
Charlotte, NC 28208
Attention: Corporate Contracts Manager

With a copy to:

Lendlease Americas, Inc.
200 Park Avenue
9th Floor
New York, New York 10166
Attention: General Counsel

15.02 Change in Contact. Each Party shall notify the other Party within fifteen (15) business days of any change of address, business name, contact person's name, or other changes that may affect this Lease.

15.03 Date Received. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon date of delivery as indicated on the return receipt.

SECTION 16 – GENERAL PROVISIONS

16.01 Non-waiver. Waiver by either Party of strict performance or any provisions of this Lease shall not be a waiver of nor prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

16.02 Liens. Lessee shall not suffer nor permit any lien to be filed against the Lease Area or Lessee's leasehold interest in the Lease Area, (excluding Personal Property by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding the Lease Area or any part thereof under this Lease. If any such lien is filed against the Lease Area or Lessee's leasehold interest, (excluding Personal Property) by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding the Lease Area or any part thereof under this Lease, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by County. Lessee shall indemnify County for any costs, damages, or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages, or expenses were incurred prior or subsequent to the Termination Date.

16.03 Preservation of Markers. Any legal land subdivision survey corners, reference points, or monuments are to be preserved. If such are destroyed or disturbed by Lessee or Lessee's Permittees, Lessee shall reestablish them by a licensed land surveyor in accordance with U.S. General Land Office standards at their own expense. Corners, reference points, or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (8). Such references must be approved by State of Washington, Department of Natural Resources prior to removal of said corners, reference points, or monuments.

16.04 Proprietary Information/Public Disclosure. Any materials and other written and electronic records submitted by Lessee to County, or produced or utilized by the County or jointly by Parties for this Lease, may be or are subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Any submitted materials or records that Lessee claims are exempt from disclosure under the Public Records Act must be clearly designated as such. Each page, or portion thereof, that contains exempt material must be identified and the particular exemption from disclosure upon which Lessee is making the claim must be identified by the statutory citation number. County will consider Lessee's request for exemption from disclosure; however, County will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Lessee should selectively identify each record or portion of record thought to be exempt rather than marking all records as exempt from disclosure. If a public records request is made regarding materials that Lessee has claimed are exempt, County will provide Lessee with notice of the request and allow Lessee ten (10) business days to seek a court injunction against the requested disclosure prior to County fulfilling the public records request. Lessee is liable for any costs, fees, or judgement for failure to release records to the County which are deemed subject to disclosure under the Public Records Act if records were within or in the control or possession of the Lessee and were not provided as required by the Public Records Act.

16.05 Exhibits. This Lease is subject to the terms and conditions of Exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

List of Exhibits

- “A” Depiction of Communication Site Area and Utility Area
- “B” Lessee-owned Improvements
- “C” Depiction of Road Access Area
- “D” Legal Description of County Land
- “E” Memorandum of Lease
Attached Exhibit E-1
- “F” Surrender of Leasehold
- “G” Rental Calculation
- “H” Site Specific Requirements
- “I” Requirements of the Habitat Conservation Plan

16.06 Nondiscrimination. Lessee and County, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state, or local laws applicable to County's Parcel, including, without limitation, Chapter 49.60 RCW. Lessee shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements between the Parties.

16.07 Severability. The invalidity of any provision of this Lease shall not affect the validity of the remaining provisions.

16.08 Authority. Lessee and the person or persons executing this Lease on behalf of Lessee represent that Lessee is qualified to do business in the state of Washington, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon County's request, Lessee shall provide evidence satisfactory to County confirming these representations.

16.09 Successors and Assigns. This Lease binds and inures to the benefit of the Parties, their successors, and assigns.

16.10 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to Lease Area.

16.11 Time Is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

16.12 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Whatcom County, Washington.

16.13 Attorney Fees. Each Party shall be responsible for their own attorney fees in the event of a dispute arising out of this Lease with the exceptions for Hazardous Substances, Indemnity (Assumption of Liability) and Insurance, and Liens.

16.14 Headings. The headings in this Lease are for convenience only and shall not limit, enlarge, or affect the scope and intent of the provisions of this Lease.

16.15 Interpretation. This Lease has been submitted to the scrutiny of all Parties and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this lease.

16.16 Statutory Reference. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.

16.17 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

16.18 Survival. Any obligations of Lessee not fully performed upon termination of this Lease do not cease but continue as obligations of the Lessee until fully performed.

16.19 Safety. Lessee shall operate and maintain the Lease Area free from injury, harm, danger or loss to personal property whether deliberate or accidental.

16.20 IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee. In the event the Lease Area is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in the Rent to the new lessor. Lessor agrees to provide Lessee records required to be provided by law.

Signed this ____ day of _____, 2020

SIGNATURE PAGES FOLLOW

Each person signing this Lease Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party/entity and enforceable in accordance with its terms.

PI TOWER DEVELOPMENT LLC

UBI 603588613


Signature

Name: Staci Whitlow

Title: VP - Telecom

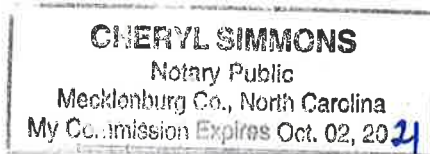
Address: 2320 Casca del Norte Blvd
City/State: Charlotte NC
Zip: 28208
Phone: 904-300-2826

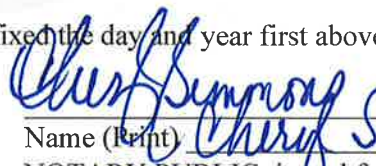
STATE OF North Carolina

COUNTY OF Mecklenburg SS

ON THIS 2 day of March, 2020, before me, the undersigned, a Notary Public in and for the State of North Carolina duly commissioned and sworn, personally appeared Staci Whitlow and V.P. Telecom of PI Tower Development LLC and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.




Name (Print) Cheryl Simmons
NOTARY PUBLIC, in and for the State of North Carolina, residing at Charlotte NC
My Commission expires: October 02, 2021

Approved as to Form: _____



Michael McFarlane, Director
Parks & Recreation Department

Senior Deputy Prosecuting Attorney.

I certify that I know or have satisfactory evidence that Jack Louws is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive of Whatcom County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Name (Print) _____
 NOTARY PUBLIC, in and for the State
 of Washington, residing at Bellingham
 My Commission expires:

EXHIBIT A
DEPICTION OF COMMUNICATION SITE AREA AND UTILITY AREA

(see next page)



**EXHIBIT B
LESSEE-OWNED IMPROVEMENTS**

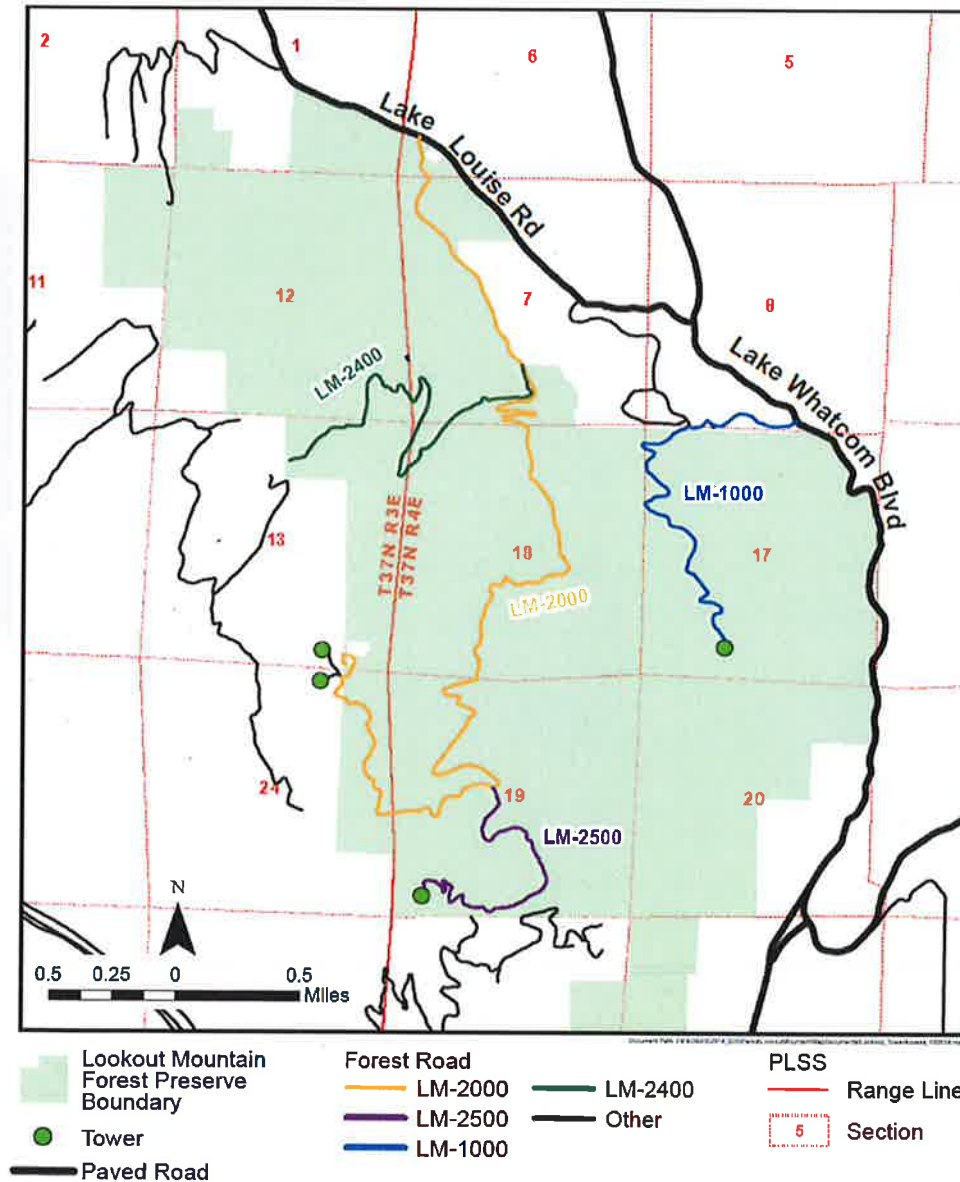
(Once constructed, per Site Plan)



EXHIBIT C **DEPICTION OF ROAD ACCESS AREA**

Lookout Mountain Forest Preserve - Tower Access

Township 37 North, Range 3 East and Township 37 North, Range 4 East, W.M., Whatcom County



Road access granted on LM-2000 and LM 2500
 Lease Tower located at end of LM-2500

EXHIBIT D
LEGAL DESCRIPTION OF COUNTY LAND

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57' E a distance of 50.00 feet;

Thence S 89°26'03" E a distance of 50.00 feet;

Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

EXHIBIT E

Prepared by and return to:

PI Tower Development LLC

Attention: Nancy Venturelli

Address: 2320 Cascade Pointe Blvd., Suite 300

Charlotte, NC 28208

MEMORANDUM OF GROUND LEASE

Lessor: Whatcom County

Lessee: **PI Tower Development LLC**

This Memorandum of Lease is entered into on this ____ day of _____, 2020, by and between **Whatcom County, acting by and through its Parks & Recreation Department** having offices for the transaction of business at 3373 Mount Baker Highway, Bellingham. Washington 98226 (hereinafter referred to as “**Lessor**”) and **PI Tower Development LLC** having a mailing address of 2320 Cascade Pointe Blvd., Suite 300, Charlotte, NC 28208 (hereinafter referred to as “**Lessee**”).

1. Lessor and Lessee entered into a Lease Agreement (“**Lease**”) on the ____ day of _____, 2020, on file with the Whatcom County Parks & Recreation Department in Bellingham, Washington under contract number _____. Lessor grants to Lessee a lease for a communication site, access to the site and rights to install utilities to serve the site. All of the foregoing is set forth in the Lease.
2. The term of this Lease is Twenty (20) years, beginning on the _____, 20____, and ending on the _____ unless terminated earlier by Lessee or Lessor under the terms of the Lease.
3. The land being leased, the access being granted and the utility rights granted to Lessee are legally described as **set forth in Exhibit E-1 to this Memorandum of Lease**.
4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall

control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LESSOR"

Whatcom County, acting by and through the County Executive

By: _____
Print Name: Jack Louws
It's: County Executive
Date: _____

"LESSEE"

PI Tower Development LLC

By: _____
Print Name: _____
Its: _____
Date: _____

COUNTY ACKNOWLEDGEMENT

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive of Whatcom County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2020.

Notary Signature: _____
Printed Name: _____
Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

LESSEE ACKNOWLEDGEMENT

STATE OF)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2020.

Notary Signature: _____
Printed Name: _____
Notary Public in and for the State of _____
residing at: _____
My appointment expires: _____

EXHIBIT E-1
to the MEMORANDUM OF LEASE

The Legal Description of the real property on which Lessee's approximately 50 x 50 leased area, and associated access and utility rights, are located is set forth in that certain Record of Survey filed in Whatcom County on 5/23/88 under Auditor's File Number 1603153, and includes all of the following:

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57" E a distance of 50.00 feet;

Thence S 89°26'03" E a distance of 50.00 feet;

Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

EXHIBIT F
SURRENDER OF LEASEHOLD

To the Director of Parks & Recreation:

_____ is presently the "Lessee" under that certain COMMUNICATION SITE LEASE WITH UTILITIES, Agreement No. _____ ("Lease"), with the Whatcom County, acting by and through the Parks & Recreation Department, as the "Lessor," for use of a portion of that certain real property known at the _____ Communication Site, in Whatcom County, State of Washington, which real property is more specifically identified in that certain Memorandum of Lease ("MOL") recorded in the _____ County Auditor's Office on _____, 2020, as Document Number _____.

Lessee hereby notifies Lessor of Lessee's intent to terminate the Lease, the effective termination date for which shall be one hundred eighty (180) days after the date Lessor receives this notice. Concurrently with the effective termination date of the Lease, Lessee quitclaims and surrenders to Lessor any and all leasehold and other real property interests Lessee has in and to the real property identified in the MOL.

The reason for termination of the Lease and surrender of all real property interests is that Lessee no longer has need to use the _____ Communication Site.

[Insert Current Lessee Name]

Signed this ____ day of _____, 20____. _____
Name: _____
Title: _____

It is hereby ordered that the foregoing notice of termination and surrender be accepted and that certain COMMUNICATION SITE LEASE, Agreement No. _____, be canceled effective upon signature of the County Executive so noted.

WHATCOM COUNTY, acting by and through the
COUNTY EXECUTIVE

Signed this ____ day of _____, 20____. _____
Name: _____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of _____ County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Signature: _____
Print Name: _____
Notary Public in and for the State of _____,
residing at _____
My appointment expires: _____

COUNTY'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, personally appeared before me _____, to me known to be the Executive of Whatcom County, who executed the within and foregoing instrument on behalf of Whatcom County, and acknowledged said instrument to be the free and voluntary act and deed of the County for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Dated: _____

Notary Signature: _____
Print Name: _____
Notary Public in and for the State of Washington, residing at _____
My appointment expires: _____

**EXHIBIT G
RENT CALCULATION**

**Initial Annual Rent due for 2020 (upon commencement of construction of
Communication Site Facilities):**

Item	Derivation	Annual Amount
Base Rent Facility Site Area (up to 2,500 sq. ft.)	\$4,200	\$4,200
Initial Facility User (Base tenant)	\$2,000	\$2,000
Each additional Facility User (tenant)	\$3,000 ea./year	
Initial Road Use Fee (includes Initial Facility User)	\$1,000/year	\$1,000
Each Additional Facility User (after Initial Facility User) Road Use Fee	\$250 ea./year	
Leasehold Tax (to be paid by Lessee to State directly)		N/A
Total:		\$7,200.00

Initial Payment: \$7,200.00

EXHIBIT H
SITE SPECIFIC REQUIREMENTS

BLANK

lendlease

EXHIBIT I
REQUIREMENTS OF THE HABITAT CONSERVATION PLAN

1. Lessee shall immediately notify County of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within Lease Area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silver spot butterflies. In all circumstances notification must occur within a 24-hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within Lease Area the Lessee shall immediately notify County. In all circumstances notification must occur within a 24-hour time period. Lessee may be required to take certain actions to help County safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by County.
3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the Whatcom County Parks & Recreation Office) in all correspondence and reports concerning Permit activities and any Forest Practices Applications.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-281

File ID:	AB2020-281	Version:	1	Status:	Introduced
File Created:	06/30/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Appointment to the Wildlife Advisory Committee, member with technical expertise, applicant(s): Barry Wenger

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

1 Vacancy, member with technical expertise in wildlife and habitat management or current or past professional experience such as, but not limited to, at least one of the following: wetlands manager, wildlife biologist, population biologist, natural resources manager, watershed scientist, conservation specialist, forestry protection, and tribal representative.

Terms end December 31, 2022. The committee advises the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan, with the goal of integrating wildlife management and protection into the community planning process.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/07/2020	Council	INTRODUCED	Council

Attachments: Wenger Application

From: noreply@civicplus.com
Sent: Friday, June 12, 2020 7:18 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Barry
Last Name	Wenger
Today's Date	6/12/2020
Street Address	2600 H St
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	13603060448
Secondary Telephone	<i>Field not completed.</i>
Email Address	bawenger@gmail.com

Step 2

1. Name of Board or Committee	Wildlife Advisory Committee
Wildlife Advisory Committee (WAC) Position:	I have professional experience as a natural resources manager.
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?	Yes
If yes, please list dates:	Jan 2015 -Oct 2017
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	My wife, Mary Humphries, is the Development Director of Resources for Sustainable Communities which provides environmental education services to Whatcom County schools.
You may attach a resume or detailed summary of experience, qualifications,	<i>Field not completed.</i>

& interest in response to
the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	46 years as an environmental planner for state and local agencies, private consultant, teacher, owner and manager of businesses, and member and Board member of non-profit organizations.
10. Please describe why you're interested in serving on this board or commission	I enjoy making government more efficient, transparent, and meaningful to our citizens and visitors concerning the use and pleasure derived from our abundant natural resources.
References (please include daytime telephone number):	Satpal Sidhu 360-778-5200 Barry Buchanan 360-778-5010 Todd Donovan 360-778-5010 Rud Browne 360-778-5010
Signature of applicant:	Barry A. Wenger
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: AB2020-282

File ID:	AB2020-282	Version:	1	Status:	Introduced
File Created:	06/30/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Appointment to the Homeless Strategies Workgroup, Homeless Advocate position, applicant(s):
Markis (Dee) Stidham

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

1 Homeless Advocate vacancy

The purpose of the workgroup is to identify additional winter shelters and added capacity at year-round shelters, additional opportunities to address the needs of the County's homeless population, and strategies to prevent people from having no other option than to sleep outside. All appointees must live in and be registered to vote in Whatcom County. The Workgroup generally meets twice a month or as needed.

2-year term.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/07/2020	Council	INTRODUCED	Council

Attachments: Stidham application



APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Markis (Dee) Stidham Date: 6-29-20
Street Address: 5569 Mt. Baker Highway
City: Deming, WA Zip Code: 98244
Mailing Address (if different from street address): Same
Day Telephone: (360) 393-8289 Evening Telephone: _____ Cell Phone: Same
E-mail address: Markis@homesnow.org

1. Name of board or committee-please see reverse: Homeless Strategies Workgroup
2. You must specify which position you are applying for.
Please refer to vacancy list. Homelessness Advocate
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: 7-19 to present
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. I have occupied the position of (Homeless Advocate)
for the last year. Please see attached resume from last year. *Also please
note, that since that time, I've become Vicechair of Homesnow notlater, and continue
to lead the citizens outreach team, saving lives since 2018 I have tremendous support
 11. Please describe why you're interested in serving on this board or commission: for my position.
I have personally accomplished much through the Workgroup, and only
wish to continue my good work, I appreciate my position, and take it "very seriously"
and furthering cooperation with leaders.
- References (please include daytime telephone number): (See Attached) Please Add Eric Richey County
My position has afforded me many opportunities to move the ball forward
Signature of applicant: [Signature] 6-29-20

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.

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 3

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.



9. Please describe your occupation (or former

I've been in Whatcom County since 1984 and have worked as commercial fisherman and Carpenter all of my adult life. I have

occupation if retired),
qualifications,
professional and/or
community activities,
and education

taken part in different environmental and social advocacies over the years. Like so many people I tend to be attracted to the advocacies which I feel the most deeply about, and being a fisherman , was really drawn to environmentalism. And being someone who is on his own at 14 living in a tiny Shack on Lummi Island, I can tell you what it's like to be on the edge of homelessness for the first several years that I lived there.

10. Please describe
why you're interested
in serving on this board
or commission

As I had previously stated, I have a history of living in the tiny housing that used to be available in Whatcom County in the late 80s and even in the small pockets in the early 90s. That type of housing actually helped me to become a man among men in a small fishing Village where I fed a nation from my subsidized housing.

This experience has made me a huge advocate of tiny house Solutions in the housing first model. So when I met Jim Peterson of homes now not later, I knew that I needed to be involved with that program, because it was a program that had worked for me, and used to be here in Whatcom County all along...

I see it as the missing housing that everyone is talking about. In my time with homes now I quickly became an independent advocate of servicing the unhoused population Whatcom County in the streets where they live. I designed and oversaw the construction of the ShowersNow shower truck with which our group has been servicing the homeless population for over a year, and in that process we have given somewhere in the neighborhood of 1600 showers.

In February of 2019, myself and my fiance saw that there was a dire need in the streets and answered it by going out into the streets in a terrible blizzard that had inundated Bellingham.

Our efforts quickly and organically blossomed into a giant operation in cooperation with homes now which sheltered over a hundred and fifty people within Bellingham City Limits, who were unable or unwilling to go to the current shelters available.

We delivered people to the shelters until the shelters were full.

Saint Joseph Hospital emergency room had my number and called me personally at least 10 times to come and pick up people who were being discharged.

With the cooperation of homes now we launched an organic effort to get funding to House people in hotel rooms all over Bellingham.

The money raised in this period was around \$30,000 during the 6-week emergency.

Also during this time we, in cooperation with a church in Northern Whatcom County, opened up our own no barrier unisex shelter, and we kept it open for about 8 days with our maximum occupancy somewhere around 35 souls.

There were no problems they could not easily be contended with. There was no need to call the police ever during that Sheltering. We petitioned the city the county to help us to provide emergency shelter, with varying success, including the temporary

⑧ 4

emergency men's shelter that we influenced the city to open at Maritime Heritage Park that lasted for three days. Followed by the County run shelter at the Garden Room which I believe ran for about a week.

The Staffing for that particular shelter was a mixture of citizen volunteers, city , and county staff members, including County Executive and many different Council persons. Both of these shelters were men's only facilities, and were still not enough to fulfill the need on the street.

Is my heartfelt goal to find the resources within our government structure to get this vital work done and more, without putting our citizens at such great risk. That is a priority for me.

I have recently submitted the paperwork for a new 501 c 3 nonprofit named Hearts and Homes.

Our focus is mobile Outreach oriented, with room to grow as is needed , with the eventual goal of getting everyone safely and healthily sheltered in our area.

In brief, I see homelessness as completely solvable.

I have many different solution-based ideas for our County and the City of Bellingham, and I can't wait to share these ideas with a group dedicated do the same cause as me.

References (please
include daytime
telephone number):

Amy Glasser MSW (social worker)
360.820.0633

~~REDACTED~~
~~360.224.3727~~

Douglass Gufstafson . Technical director, homesnow not later
360.224.3727

JC Mansfield Homesnow administration
360.223.9818

Signature of applicant: Markis D. Stidham

Place Signed /
Submitted Deming WA

Printed Name

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: AB2020-283

File ID:	AB2020-283	Version:	1	Status:	Introduced
File Created:	06/30/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Appointment to Consolidated Drainage Improvement District 1, supervisor position 3, applicant(s): James Bouma

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Consolidated Drainage Improvement District #1
1 vacancy, Supervisor Position 3. Appointed term will expire at the special district general election of February 2022. District boundary generally encompasses the Lummi River area west of the Nooksack River immediately south/southwest of Ferndale.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/07/2020	Council	INTRODUCED	Council

Attachments: Bouma application

EXECUTIVE:
Satpal Sidhu



RECEIVED

JUN 29 2020

Whatcom County
Public Works

COUNCILMEMBERS:

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: James Bouna Date: 6/29/2020
Street Address: 110 River Rd
City: Lynden Zip Code: 98264
Mailing Address (if different from street address): 110 River Rd Lynden WA 98264
Day Telephone: 360-296-9834 Evening Telephone: 360-296-9834 Cell Phone: 360-296-9834
E-mail address: _____

1. Name of board or committee—**please see reverse:** Consolidated Drainage Improvement Dist. #1
2. You must specify which position you are applying for.
Please refer to vacancy list. 3
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 2012
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.
Dairy Farmer

11. Please describe why you're interested in serving on this board or commission:

For flood control and ditch cleaning

References (please include daytime telephone number): Fred Vander Veen 360-354-4241

Signature of applicant: James Bouna

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: AB2020-285

File ID:	AB2020-285	Version:	1	Status:	Agenda Ready
File Created:	07/01/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of County Executive's appointment of Alysa Oradat to the Developmental Disabilities Advisory Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum and application

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Oradat application

WHATCOM COUNTY
Health Department



Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

RECEIVED

June 29, 2020

JUN 29 2020

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

TO: Satpal Sidhu, County Executive

FROM: Jessica Lee, Program Specialist, Developmental Disabilities

RE: Nomination for Initial Appointment to the Developmental Disabilities Advisory Board

I am pleased to recommend **Alysa Oradat** for initial appointment to the Developmental Disabilities Advisory Board. (DDAB) The DDAB nominating committee recommended her nomination on 6/29/20.

Alysa brings a wealth of experience as the parent of a young child with disabilities in navigating systems and advocating for her daughter's needs; in addition to her professional skills in project management. Her references describe her as knowledgeable with a commitment to understanding and researching issues deeply. In particular, she seeks to understand and listen to those impacted by a particular issue before making a decision.

As you can see, Alysa provides valuable expertise in areas that will assist the Board in its work improving the lives of people with developmental disabilities.

Thank you for considering this nomination for appointment.

sk
Satpal





Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	Alysa
Last Name	Oradat
Today's Date	5/4/2020
Street Address	4056 Germaine Rd
City	Ferndale
Zip	98248
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	321-200-6520
Secondary Telephone	<i>Field not completed.</i>
Email Address	alysaoradat@gmail.com
1. Name of Board or Committee	Developmental Disabilities Board
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	Alysa Oradat PM Resume 2019.pdf - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I graduated Valedictorian of high school, then went on to earn my B.S. in Public Relations from the University of Florida, specializing in the emerging field of Public Interest Communications, which enabled me to work on several strategic communication campaigns for social change. I am currently a Sr Project Manager for Verizon Smart Cities, and I deliver large-scale, complex projects to develop safer and more efficient municipalities across the nation. Though I derive satisfaction from my job, I have always felt compelled to public service. As a neurodivergent individual raising a neurodivergent child, I feel particularly passionately about improving long-term health outcomes for developmentally disabled individuals in our community.
10. Please describe why you're interested in serving on this board or commission	I moved to Whatcom County in 2018, because my daughter has high developmental and physical support needs. I worked tirelessly in FL to navigate the healthcare system for dependents with disabilities and became an advocate in my community for equitable employment opportunities, educational inclusion and access to healthcare. Ultimately, the FL government eliminated state programs on which many relied and I believed it was in our best interest to seek opportunities elsewhere. I intensively researched disability coverage and access to services across several states and empirically determined that Washington was the best option for our family. I've seen firsthand how difficult it can be to navigate the healthcare system and advocate for disability rights-- and I acknowledge how much harder that experience is for self-advocates. Improving opportunities for community participation and access to respect-based equitable care for disabled individuals in our community ultimately leads to better health outcomes for our county. I believe this work is essential, and I would be honored to be a part of this important process.
References (please include daytime telephone number):	Tara Dutta - Manager, Verizon - 919-605-7916 April Katz - Adaptive Life Coach/business owner - 760-481-5904 Vicki Ritchie - BCBA - 612-437-3669 Lindsay Vaughn - Physical Therapist/Personal Support Worker for children with disabilities - 541-556-1785
Signature of applicant:	Alysa Oradat
Place Signed / Submitted	Ferndale, WA

Alysa Oradat

Certified Project Manager

Certified Project Management Professional well-versed in building positive relationships with customers, vendors and other stakeholders. Strong requirements gathering, scope development and inventory coordination abilities. Skilled at overseeing complex, high-value technical projects with excellent planning competencies.

Work History

2016-10 -
Current

Project Manager - Verizon Smart Communities

Verizon Enterprise Solutions LLC

We develop viable and comprehensive smart platforms that help municipalities unify disparate systems, use resources more efficiently and address an array of community challenges.

I joined the Verizon Smart Communities team at its origination and successfully delivered the first revenue-generating project for VSC. I have continued to deliver a variety of new projects across the continually expanding VSC portfolio, including VSC's first Public Private Partnership programs with the Cities of Sacramento and San Jose.

- Implementation of large, complex commercial projects and Public-Private-Partnerships
- Maintained tactical control of project budgets and timelines to keep teams on-task and achieve schedule targets
- Collaborated with business users, technical teams, database administrators and testing teams, to analyze, gather, and validate requirements such as kickoff meetings, joint application designing and planning sessions
- Develop detailed project plans in Microsoft Project that include resource, time and budget estimates for all project phases and milestones for internal and external stakeholders
- Produced weekly status and financial reports for internal and external stakeholder review
- Communicated project plans and progress to key stakeholders, including project contributors, business, operational and technical resources
- Balance budget, time and resource constraints to develop milestones and achieve project objectives
- Sourcing management
- Identify potential risks and implement mitigation strategies to protect development process from unforeseen delays and costs
- Develop Organizational Process Assets in the form of Project Plan templates across several product offerings, internal delivery process documentation and customer-facing presentations

2016-01 -
2016-10

Project Manager - National Grid

Verizon Enterprise Solutions LLC

- Facilitated the progression of new projects through pre-sales
- Assisted in writing SOWs and was responsible for acquiring internal

Personal Info

Address

4056 Germaine Rd
Ferndale, WA, 98248

Phone

(321) 200-6520

E-mail

alysaoradat@gmail.com

Skills

Microsoft Office Suite/Microsoft Project

●●●●●
Excellent

Content Management Systems

●●●●●
Excellent

Complex Project Management

●●●●●
Excellent

Team Building and Oversight

●●●●●
Excellent

Vendor Management

●●●●●
Excellent

and external approvals

- Sourced additional resources and staff to meet timeline demands
- Built and utilized reporting systems to keep customers and management in loop with latest information
- Maintained weekly reports, tracked projects in Salesforce, and assigned Project Managers to executed contracts
- Closely collaborated with project stakeholders to identify and quickly address problems
- Initiated, planned, executed, monitored and closed several projects for National Grid before I was transferred under a new manager

2015-06 -
2016-01

Project Manager Admin

Verizon Enterprise Solutions LLC

- Tasked with National Grid Financial Reconciliation
- Investigated, analyzed, reconciled, triggered billing and closed 300+ outstanding projects; Services generating hundreds of thousands in revenue that would have otherwise been lost.

2013-10 -
2015-06

Sales Account Manager

AKT Enterprises, Orlando, FL

Responsibilities:

- Client acquisition - music artists, labels, content creators and social media influencers
- Exceeded sales goals and market competitions through effective negotiation of product and material pricing, freight and delivery rates and employee payment terms
- Regularly exceeded merchandise sales expectations of \$25k/month
- Managed contracts, negotiated rates and hammered out service terms
- Graphic design - Adobe Illustrator and Adobe Photoshop proficient
- E-Commerce platform development, design and maintenance (District Lines)
- Identified key entry points to enhance market penetration and effectively analyzed data to optimize customer satisfaction and increase profitability
- Helped local clients expand business operations through targeted advertising
- Assessed marketing copy, art comps and final designs and compared with established specifications

2013-02 -
2013-10

Staffing Account Manager

Team Staffing, Orlando, FL

- Head of all accounts and sales at a WBENC certified staffing firm billing \$11 million/year
- Performed full-cycle recruiting, including sourcing, interviewing, negotiations, and hiring
- Hired temporary and full-time employees for industrial, office and hospitality employers
- Developed marketing strategies to generate leads
- Regularly exceeded outreach and sales expectations
- Briefed new hires on essential job information, such as company policies, employment benefits and job duties
- Maintained routine communication with clients to assess overall satisfaction, resolve complaints and promote new offerings

- Drafted proposals and executed contracts
- Maintained optimal staffing levels by tracking vacancies and initiating recruitment and interview processes to identify qualified candidates
- Created weekly reports and tracking progress
- Worked with managers to achieve compliance with organizational policies, providing clarifying information and recommending necessary changes

Education

2008-06 -
2011-12

Bachelor of Science: Public Relations, Public Interest Communications

University of Florida - Gainesville, FL

- Received Bright Futures Scholarship
- Professional development completed in Public Interest Communications
- Graduated summa cum laude

2008-06 -
2011-12

Bachelor of Arts: Education

University of Florida - Gainesville, FL

- Graduated summa cum laude

2005-08 -
2008-05

High School Diploma

South Lake High School - Groveland, FL

Valedictorian

Accomplishments

CSAT scores: 100% across dozens of projects
 Pioneer Project Manager for building Verizon Smart Cities team
 Pioneer Project Manager for building Verizon Equinix Datacenter Management team
 Projects regularly featured in Quarterly newsletter highlighting organizational successes
 Regularly maintained quality implementation for dozens of projects simultaneously

Certifications

Certified Associate in Project Management



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-086

File ID:	AB2020-086	Version:	1	Status:	Agenda Ready
File Created:	02/11/2020	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance granting Cellco Partnership d/b/a Verizon Wireless, a non-exclusive franchise for the provision of wireless telecommunications services

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for the use and presence in County Rights-of-Way to allow for the provision of wireless telecommunications services

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
02/25/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Proposed Ordinance, Franchise Application



MEMORANDUM

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

THROUGH: Jon Hutchings, Director *JH*

FROM: Andrew Hester, Public Works Real Estate Coordinator *AH*

RE: Franchise for Cellco Partnership d/b/a Verizon Wireless

DATE: February 11, 2020

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Cellco Partnership d/b/a Verizon Wireless, allowing it to use and be present in County Rights of Way for the installation, maintenance, operation, repair, modification, replacement, and/or removal of such small wireless facilities for the provision of wireless telecommunications services per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

▪ **Background and Purpose**

Cellco Partnership d/b/a Verizon Wireless, has applied for a new franchise agreement for the purposes of utilizing County rights of way to provide wireless telecommunications services.

Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

Encl.

PROPOSED BY: Executive
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**GRANTING CELLCO PARTNERSHIP d/b/a Verizon Wireless, A NON-EXCLUSIVE FRANCHISE FOR
THE PROVISION OF WIRELESS TELECOMMUNICATIONS SERVICES**

WHEREAS, Cellco Partnership d/b/a Verizon Wireless ("Grantee") has applied to Whatcom County ("County") for a non-exclusive franchise for the right of entry, use, and occupation of the public Rights-of-Way within the County for the installation, maintenance, operation, repair, modification, replacement, and/or removal of such Small Wireless Facilities for the provision of telecommunications services; and

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, said application has come on regularly to be heard by the County Council on the ____ day of _____, 2020, and notice of this hearing has been duly published on the ____ day of _____, 2020, and the ____ day of _____, 2020, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the County Council now deems it appropriate and in the best interest of the County and its inhabitants that a franchise be granted to Grantee.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a non-exclusive franchise set forth in the language herein below, Sections 1 through 24, is hereby granted to Cellco Partnership d/b/a Verizon Wireless for a period of 10 years

Section 1. Grant of Franchise Right to Use Franchise Area.

A. Subject to the terms and conditions stated herein, County hereby grants to Grantee a franchise as set forth in this Ordinance (this "Franchise"), including permission to enter, use, and occupy all Rights-of-Way within unincorporated Whatcom County as now or hereafter constituted (the "Franchise Area") for purposes of deploying Small Cell Facilities (as defined below) for the purpose of providing wireless telecommunications services, in, under, on, across, over, through, along or below the public Rights-of-Way within the County.

B. The County hereby grants to Grantee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege, and authority to construct, repair, install, operate, maintain, restore, replace, acquire, sell, lease its Small Cell Facilities within the Rights-of-Way of the County.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services as provided herein, and it extends no right or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on private property within County.

D. This Franchise does not grant Grantee the right to install and operate wires and facilities to provide wireline broadband transmission services, whether provided by a third-party provider, Grantee, or a corporate affiliate of Grantee. Any entity that provides such wireline broadband transmission services must have an independent franchise to use Whatcom County rights of way outside this Franchise. Further, this Franchise does not grant the right to offer cable internet services or Cable Services as those terms are defined in 47 U.S.C. § 522(6) by wireline transmission.

D. This Franchise is non-exclusive and does not prohibit County from entering into other agreements, including other franchises, impacting the Franchise Area, provided such agreements do not interfere with Grantee's rights set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that County has or may hereafter acquire with respect to the Franchise Area or any other County roads, Rights-of-Way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, Grantee acknowledges its use of the Franchise Area shall have no value.

F. County reserves the right to change, regrade, relocate, abandon, or vacate any Right-of-Way within the Franchise Area, subject to the terms hereunder with regard to relocation of Grantee Facilities. If, at any time during the term of this Franchise, County abandons or vacates any portion of the Franchise Area containing Grantee Facilities, County shall reserve an easement for public utilities within that vacated portion within which Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. Grantee agrees that its use of Franchise Area shall at all times be subordinate and subject to County's and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 2. Notices.

A. Written notices to the parties shall be personally delivered, sent by certified

mail, return receipt requested, or by a nationally recognized overnight courier, to the following addresses, unless a different address shall be designated in writing and delivered to the other party. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand or other communication is to be given. If such notice, demand or other communication is given by mail, it shall be conclusively deemed given three (3) days after it was deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.

County: County Executive
Whatcom County Courthouse
311 Grand Ave., Suite 108
Bellingham, WA 98225

Grantee: Cellco Partnership
d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

With a copy to:
Cellco Partnership
d/b/a Verizon Wireless
Attn: West Area General Counsel
15505 Sand Canyon Ave.
Irvine, CA 92618

B. Any changes to the Grantee's information shall be sent to County's Public Works Director referencing the title of this agreement.

C. The Grantee's voice number, 1-800-264-6620, shall be staffed 24 hours a day, 7 days a week.

Section 3. Term of Franchise.

A. This Franchise shall run for a period of 10 years from the date of execution specified in Section 5.

B. If the parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the obligations and privileges of this Franchise shall nonetheless

continue in full force and effect until renewed or otherwise terminated by either party through written notice to that effect.

Section 4. Definitions.

For the purpose of this Franchise:

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Antenna" means an apparatus designed for the purpose of emitting radiofrequency (RF) radiation, to be operated or operating from a fixed location pursuant to Federal Communication Commission authorization, for the provision of personal wireless service and any commingled information services. For purposes of this definition, the term antenna does not include an unintentional radiator, mobile station, or device authorized under federal law.

"Antenna Equipment" means equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with an Antenna, located at the same fixed location as the Antenna, and, when collocated on a structure, is mounted or installed at the same time as such Antenna.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within County including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

"Existing Utility Poles" means any pole(s) that is installed before the Effective Date and is owned and/or leased by the County or a third party.

"Laws" means any and all applicable statutes, constitutions, charters, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, franchises, administrative orders, certificates, orders, or other requirements of the County or other governmental or judicial authority having the force and effect of law that determines the legal standing of a matter relating to the parties and/or this Agreement.

"Maintenance" or **"Maintain"** means examining, testing, inspecting, repairing, maintaining, upgrading, removing and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

"Network" means the telecommunication network installed and managed by the Grantee to serve wireless carrier customers.

“Person” means any individual, sole proprietorship, partnership, association, corporation or other form of organization authorized to do business in the State of Washington, and includes any natural person.

“Personal Wireless Service Facility” means an Antenna facility, Antenna Equipment, or a structure that is used for the provision of personal wireless service, whether such service is provided on a stand-alone basis or commingled with other wireless communications services.

“Relocation” means permanent movement of Grantee Facilities required by County, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request. Any Relocation shall be governed by Section 11 of this Franchise.

“Right-of-Way” (pluralized as “Rights-of-Way”) means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public properties and areas now or hereafter held by, or over which, the County exercises any rights of management control, but only to the extent of County’s right, title, interest or authority to grant a license or franchise to occupy and the same for Small Wireless Facilities. Rights of Way for the purpose of this Franchise do not include buildings, other County-owned physical facilities, parks, conduits, fixtures, real property or property rights owned by County, or similar facilities or property owned by or leased to County.

“Small Wireless Facilities” or “Small Cell Facilities” or “Grantee Facilities” as used herein shall mean Personal Wireless Service Facilities (as defined above) that meet each of the following conditions:

(1) The facilities -

(i) Are mounted on structures 50 feet or less in height including their Antennas as defined in § 1.1320(d); or

(ii) Are mounted on structures no more than 10 percent taller than other adjacent structures; or

(iii) Do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;

(2) Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume;

(3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;

- (4) The facilities do not require antenna structure registration under federal law;
- (5) The facilities are not located on Tribal lands, as defined under federal law; and
- (6) The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 Code of Federal Regulations § 1.1307(b);

"State" means the State of Washington.

Section 5. Acceptance of Franchise.

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the Whatcom County Council the Statement of Acceptance, attached hereto as Exhibit A (the "Franchise Acceptance"). The date that the Franchise Acceptance is filed with the County Council shall be the effective date of this Franchise.

B. Should Grantee fail to file the Franchise Acceptance with the County Council within 30 days after the effective date of this ordinance, the Franchise will automatically terminate and shall be null and void.

Section 6. Construction, Permits, Restoration, Maintenance, and Installation.

A. Prior to doing any work within the Right-of-Way, including initial installation of Facilities under this Franchise Agreement, the Grantee must apply for, and obtain, all appropriate permits from the appropriate jurisdiction(s), including County. Grantee shall submit plans to the County showing the proposed Facilities and existing utilities, including full drawings. Subsequent to installation, Grantee shall submit time and date stamped photographs of the installed Facilities including but not limited to all appliances, utility cabinets, and/or other devices.

B. If the County Engineer reasonably determines that any work done by Grantee is not in compliance with applicable law or then-current installation standards, then County shall provide Grantee thirty (30) days' notice to cure any such deficiency. If, after such thirty (30) day period, Grantee fails to cure the deficiency, then County reserves the right to remove and/or repair any work done by Grantee or its contractors and the reasonable cost thereof, including the cost of inspection and supervision, shall be paid by the Grantee.

C. Within ninety (90) days following the surrender or termination of this Agreement, Grantee agrees to remove its Facilities from County's Rights of Way and leave the same in as good of condition as it existed prior to installation of the Facilities. Any Facilities left in the Rights-of-way more than ninety (90) days following such surrender or termination of this

Agreement shall be deemed abandoned by Franchisee. The County reserves the right, after providing at least thirty (30) days' prior written notice to Grantee, to remove Equipment abandoned by Grantee or its contractors following such surrender or termination and do whatever work is necessary to return the location to such required surrender condition (and which work has not been completed by or on behalf of Franchisee upon the expiration of such 30-day notice period). The reasonable cost thereof, including the cost of inspection and supervision, shall be paid by the Grantee.

D. The County shall have the authority at all times to control by appropriately-exercised police powers through ordinance or regulation, including that provided for under the Whatcom County Code, as now exist or hereinafter amended, consistent with 47 U.S.C. § 253, 47 U.S.C. § 332(c)(7) and the laws of the State of Washington, the location, elevation, manner of construction, and maintenance of any Small Wireless Facilities by Grantee, and Grantee shall promptly conform with all such requirements, unless compliance would cause Grantee to violate other requirements of law. This Franchise does not prohibit County from exercising its rights under federal, state or local law to deny or give conditional approval to an application for a permit to construct any individual Small Wireless Facility.

E. Upon prior written approval of County and in accordance with County ordinances, Grantee shall have the authority, but not the obligation, to reasonably trim trees upon and overhanging streets, Rights-of-Way and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, County may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not in any instance grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

F. Consistent with the Whatcom County Code, in case of any disturbance of any road, pavement, sidewalk, driveway or other surfacing, the Grantee shall, at its own cost and expense and in a manner approved by the County, replace and restore all paving, sidewalk, driveway, landscaping or surface, promptly and in as good condition as before said work was commenced and in accordance with standards for such work set by the County and the County Code. If Grantee fails, neglects or refuses to make restorations as required under this Section, then the County may do such work or cause it to be done, and the cost thereof to the County shall be paid by Grantee.

G. Grantee shall maintain all aboveground improvements that it places on County Rights-of-Way pursuant to this Franchise. In order to avoid interference with the County's ability to maintain its roads and associated Rights-of-Way, Grantee shall provide a clear zone of five feet on all sides of such improvements. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations. If Grantee fails to comply with this provision, and by its failure property is damaged, then Grantee shall be responsible for all damages caused thereby.

H. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from County water facilities and ten (10) feet from above-ground County water facilities; provided, that for development of new areas, County, together with Grantee and other utility purveyors or authorized users of Rights-of-Way, will develop and follow the Public Works Director's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise.

I. Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

Section 7. Repair and Emergency Work.

In the event of an Emergency, Grantee may commence such repair and Emergency response work as required under the circumstances, provided that Grantee shall notify the County Public Works Director in writing as promptly as possible, before such repair or Emergency work commences, or as soon thereafter as possible, if advance notice is not practical. County may act, at any time, without prior written notice in the case of Emergency, but shall notify Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to County and Third-Party Property.

Grantee agrees that should any of its actions under this Franchise materially impair or damage any County property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the reasonable satisfaction of the County Engineer.

Section 9. Location Preference.

Any structure, equipment, appurtenance or tangible property of a utility, other than Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to Grantee Facilities. However, to the extent that Grantee Facilities are completed and installed prior to another utility's submittal of

a permit for new or additional structures, equipment, appurtenances or tangible property, then Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any County road or Right-of-Way. A relocating utility shall not necessitate the Relocation of another utility that otherwise would not require Relocation. This Section shall not apply to any County facilities or utilities that may in the future require the Relocation of Grantee Facilities. Such Relocations shall be governed by Section 11.

Section 10. Grantee Information.

A. Grantee agrees to supply, at no cost to County, any information reasonably requested by the Director of Public Works to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under State law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within County. Said information may be requested either in hard copy and/or electronic format, if reasonably possible in a format compatible with County's database system, as now or hereinafter existing, including County's Geographic Information Service (GIS) data base. Grantee shall use its commercially reasonable efforts to keep the Public Works Director informed of its long-range plans for coordination with County's long-range plans, to the extent that Grantee has knowledge of any long-range plans that have been finalized.

B. The parties understand that Washington law limits the ability of County to shield from public disclosure any information given to County. Accordingly, the County will endeavor in good faith to provide Grantee reasonable notice of any request for public disclosure of information of Grantee to allow Grantee to take such actions as Grantee may determine and at Grantee's sole cost and expense to prevent or limit such disclosure. Grantee shall indemnify and hold harmless County for any loss or liability for costs and for attorneys' fees because of non-disclosures requested by Grantee under Washington's open public records law, provided reasonable notice and opportunity to defend was given to Grantee or Grantee is made aware of a pending request or claim.

Section 11. Relocation of Grantee Facilities.

A. The County shall have the right to require Grantee to alter, adjust, Relocate, re-attach, secure, or protect in place its Facilities within the public right-of-way when reasonably necessary for construction, alteration, repair, or improvement of any portion of the public Rights-of-Way for purposes of public welfare, health, or safety ("Public Improvements"). Such Public Improvements include, but are not limited to: public rights-of-way construction; public rights-of-way repair (including resurfacing or widening); change of public rights-of-way grade; construction, installation of or repair of sewers, drains, water pipes, power lines, signal lines, communication lines, or any other type of government owned communications, utility or public transportation systems, public work, public facility, or improvement of any government-owned utility; public rights-of-way vacation, and the construction of any public improvement or

structure by any government agency acting in a governmental capacity. In the event the County requires Grantee to Relocate its Facilities, the County shall provide Grantee with written notice requesting such Relocation, along with plans for the public improvement that are sufficiently complete to for the initial evaluation, coordination, and the development of a Relocation plan. The County and Grantee shall meet at a time and location determined by the County to discuss the project requirements including critical timelines, schedules, construction standards, utility conflicts, as-built requirements, and other pertinent Relocation plan details. The County shall notify Grantee as soon as practicable of the need for Relocation and shall specify the date by which the Relocation shall be committed. Except in case of emergency such notice shall be no less than 90-days.

B. To ensure timely execution of Relocation requirements, Grantee shall upon written requests from the County, provide at Grantee's expense, base maps, current as-built information, detailed relocation plan (including detailed schedule of Relocation activities, identification of critical path, identification of Facilities, and Relocation procedures), and other design, technical or operational requirements within the time frame specified by the County.

C. Grantee may, after receipt of written notice requesting a Relocation of its Facilities, submit to the County written alternatives to such Relocation within the time specified by the County, but no shorter than 30-days. Such alternatives shall include the use and operation of temporary Facilities in adjacent rights-of-way. The County shall evaluate such alternatives and advise Grantee in writing if one of more of the alternatives are suitable to accommodate the work, which would otherwise necessitate Relocation of the Facilities. If requested by the County, Grantee shall submit additional information to assist the County in making such evaluation. The County shall give each alternative proposed by Grantee full and fair consideration. In the event the County, in its sole discretion, decides not to accept the alternatives suggested by Grantee, Grantee shall Relocate its Facilities as otherwise specified in Section 11.

D. Upon final approval of the Relocation plan by the County, Grantee shall, at its own expense, unless otherwise prohibited by statute, and at the time frame specified by the County, which in no event shall be less 30 days from receipt of final approval from the County, temporarily or permanently remove, Relocate, place underground, change or alter the position of any Facilities or structures within the right-of-way whenever the County has determined that such removal, Relocation, undergrounding, change or alteration is reasonably necessary for the construction, repair, maintenance, installation, public safety, or operation of any public improvement in or upon the rights-of-way. In the event Relocation is required by reason of construction by a third party, non-governmental entity, then Grantee's Relocation costs shall be borne by the third party.

E. If during construction, repair, or maintenance of the County's public improvement project an unexpected conflict occurs from Grantee's Facilities, Grantee shall, upon notification from the County, respond within 24 hours to resolve the conflict.

F. Grantee acknowledges and understands that any delay by Grantee in performing the work to alter, adjust, Relocate, or protect in place its Facilities within the public rights-of-way may delay, hinder, or interfere with the work performed by the County and its contractors and subcontractors in furtherance of construction, alteration, repair, or improvement of the public rights-of-way, and result in damage to the County, including but not limited to, delay claims. Grantee shall cooperate with the County and its contractors and subcontractors to coordinate such relocation work to accommodate the public improvement project and project schedules to avoid delay, hindrance of, or interference with such project. Should Grantee fail to alter, adjust, protect in place or Relocate any Facilities ordered by the County to be altered, adjusted, protected in place, or Relocated, within the time prescribed by the County, which in no event shall be less than 30 days from the receipt of final approval from the County, given the nature and extent of the work, or if it is not done to the County's reasonable satisfaction, the County may, to the extent the County may lawfully do so, cause such work to be done and bill the reasonable cost of the work to Grantee, including all reasonable costs and expenses incurred by the County due to Grantee's delay. In such event, the County shall not be liable for any damage to any portion of Grantee's system. In addition to any other indemnity set forth in this Franchise, Grantee will indemnify, hold harmless, and pay the costs of defending the County from and against any and all claims, suits, actions, damages, or liabilities for delays on public improvement construction projects caused by or arising out of the failure of Grantee to adjust, modify, protect in place, or relocate its Facilities in a timely manner; provided that, Grantee shall not be responsible for damages due to delays caused by the County.

Section 12. Abandonment and or Removal of Grantee Facilities.

A. Within one hundred and eighty (180) days of Grantee's permanent cessation of use of Grantee Facilities, or any portion thereof, Grantee shall, at County's discretion, either abandon in place or remove the affected Facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding.

A. The parties agree that this Franchise does not limit County's authority under federal law, State law, or local ordinance, to require the undergrounding of Facilities, provided however, this requirement shall not apply to the Facilities that are required to remain above ground in order to be functional.

B. Whenever County requires the undergrounding of Grantee's Facilities in the Franchise Area, Grantee shall underground Grantee Facilities in the manner specified by the County Engineer, with payment therefor consistent with the provisions of RCW 36.88.410 et al. Where other utilities or franchise grantees are present and involved in the undergrounding project, Grantee shall be required to pay only its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee

Facilities. Common costs shall include necessary costs for common trenching and utility or facility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

C. Grantee and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities. Thus, before commencing any work within the Franchise Area, Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

D. Design locate marks will be placed in the same three (3) day time frame as construction locate marks.

Section 14. Indemnification.

A. Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the County, its officers, officials, employees and agents from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

1. For the alleged or actual negligent acts or omissions of Grantee, its agents, servants, officers or employees;
2. By virtue of Grantee's exercise of the rights granted by this Franchise;
3. By virtue of the County's permitting Grantee's use of the County's Public Way or other public property;
4. Based upon the County's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized on the Facilities or property over which the County has control, pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise;

B. Grantee's indemnification obligations pursuant to Section 14.A shall include indemnifying the County for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this indemnification for actions brought by the aforementioned employees is limited solely to claims against the County arising by virtue of Grantee's exercise of the rights set forth in this Franchise. The obligations of Grantee under this Section 14.B have been mutually negotiated by the parties hereto, and Grantee

acknowledges that the County would not enter into this Franchise without Grantee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Grantee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. Except to the extent that damage or injury arises from the negligence or willful misconduct of the County, its officers, officials and employees, the obligations of Grantee under the indemnification provisions of this Section 14 and any other indemnification provision herein shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the County, its officers, officials and employees and the Grantee. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. This waiver has been mutually negotiated by the parties.

D. Inspection or acceptance by the County of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Grantee has been given prompt written notice by the County of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. The County has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim, provided that Grantee shall not be liable for such settlement or other compromise unless it has consented thereto.

E. The County shall promptly notify Grantee of any claim or suit and request in writing that Grantee indemnify the County. Grantee may choose counsel to defend the County subject to this Section 14E. County's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event that Grantee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, Grantee shall pay all of the County's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the County and the counsel selected by Grantee to represent the County, then upon the prior written approval and consent of Grantee, which shall not be unreasonably withheld, the County shall have the right to employ separate counsel, as approved by Grantee, which approval will not be unreasonably withheld, delayed, or conditioned, in any action or proceeding and to participate in the investigation and defense thereof, and Grantee shall pay the reasonable fees and expenses of such separate counsel, except that Grantee shall not be required to pay the fees and expenses of separate counsel on

behalf of the County for the County to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The County's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the County but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the County by Grantee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

F. In the event that Grantee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having competent jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then if Grantee does not promptly accept the tender of defense, Grantee shall pay all of the County's reasonable costs for defense of the action, including, if incurred, all reasonable expert witness fees, and reasonable attorneys' fees, and the reasonable costs of the County, and reasonable attorneys' fees of recovering under this Subsection.

G. Notwithstanding any other provisions of this Section, Grantee assumes the risk of damage to its Facilities located in the Right of Way and upon County-owned property from activities conducted by the County, its officers, officials, agents, employees, volunteers, and contractors, except to the extent any such damage or destruction is caused by or arises from any willful misconduct or criminal actions on the part of the County, officers, elected officials, and employees. In no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Grantee releases and waives any and all such claims against the County, its officers, officials, agents, employees, volunteers, and contractors. Grantee further agrees to indemnify, hold harmless and defend the County against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by the County, its officers, officials, employees, and agents except to the extent any such damage or destruction is caused by or arises from the negligence or any willful misconduct, or criminal actions on the part of the County, its officers, officials, employees and agents.

H. The provisions of this Section 14 shall survive the expiration, revocation, or termination of this Franchise.

Section 15. Insurance.

A. Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Grantee, or its employees. Grantee shall provide an insurance certificate including the County, its officers, elected officials, and employees, as additional insureds as their interest may appear under this Franchise, to the County at the time of execution of this agreement, and such insurance certificate shall evidence:

1. Commercial Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$3,000,000 each accident.

2. Commercial General Liability insurance with limits of \$3,000,000 per occurrence for bodily injury and property damage and \$3,000,000 general aggregate including premises-operations, independent contractors, personal and advertising injury, contractual liability and \$3,000,000 products-completed operations aggregate limit. County shall be included as an additional insured as their interest may appear under this Franchise under Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit.

4. Pollution liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate.

5. Excess Umbrella liability policy with limits of \$5,000,000 per occurrence and in the aggregate.

B. The liability insurance policies required by this Section shall be maintained by Grantee throughout the term of this Franchise, and such other period of time during which Grantee is operating without a franchise or is engaged in the removal of its Facilities. Payment of deductibles or self-insured retentions shall be the sole responsibility of Grantee. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be primary insurance with respect to the County, its officers, elected officials, and employees. Any insurance, self-insurance, or insurance pool coverage maintained by the County, its officers, elected officials, and employees shall be in excess of Grantee's insurance and shall not contribute with it.

C. Grantee's contractors and subcontractors performing Work in the Public Rights - of -Way shall comply with such bond, indemnity, and insurance requirements as may be

required by County code or regulations, or other applicable Law. Any contractors or subcontractors performing Work within the Public Rights -of -Way on behalf of Grantee shall be subject to the same restrictions, limitations, and conditions as if the Work were performed by Grantee. Grantee shall ensure that all such Work performed by Grantee's contractors and subcontractors is in compliance with this Franchise Agreement. It is Grantee's responsibility to ensure that contractors, subcontractors, or other Persons performing Work on Grantee's behalf are familiar with the requirements of this Franchise Agreement and other applicable Laws governing the Work performed by them.

D. Grantee shall furnish County with certificates of the foregoing insurance coverage and blanket additional insured endorsements.

E. As of the Effective Date of this Franchise, Grantee is not self-insured. Should Grantee wish to become self-insured at the levels outlined in this Franchise at a later date, Grantee must provide the County with thirty (30) days advanced written notice of its intent to self-insure. Grantee shall comply with the following: (i) provide the County, upon request, a copy of Grantee's or its parent company's most recent audited financial statements; (ii) Grantee is responsible for all payments within the self-insured retention; and (iii) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance.

Section 16. Performance Security.

Grantee shall provide County with one surety bond in the amount of Fifty Thousand Dollars (\$50,000) for all of Facilities in the County's rights-of-way running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to County. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from the principal and any surety of such surety bond any damages suffered by County as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to County in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit Grantee's liability to the guarantee amount, or otherwise limit County's recourse to any remedy to which County is otherwise entitled at law or in equity.

Section 17. Successors and Assignees.

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of Grantee, and

all rights and privileges, as well as all obligations and liabilities of Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated, except to an Affiliate of Grantee, without the express consent of County by ordinance, which approval shall not be unreasonably withheld. Approval shall not be required for mortgaging purposes or if a transfer of interest is from Grantee to another person or entity controlling, controlled by, or under common control with Grantee, or in the event of a transfer of all or a majority of all of Grantee's assets in the market defined by the Federal Communications System in which the Facilities are located.

C. For assignments needing County's approval, Grantee and any proposed assignee or transferee shall provide and certify the following to County not less than thirty (30) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) all information required by County of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) an application fee which shall be set by County, plus any other costs actually and reasonably incurred by County in processing and investigating the proposed assignment or transfer.

D. Prior to County's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed assignee or transferee shall file with County a written promise to unconditionally accept all terms of this Franchise, effective upon such transfer or assignment of this Franchise. After the date of such written promise, Grantee shall have no further obligation under this Franchise. County is under no obligation to undertake any investigation of the transferor's state of compliance and failure of County to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution.

A. In the event of a dispute between County and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by County and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the Laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the parties specifically understand and agree that venue shall be exclusively in Whatcom County, Washington.

Section 19. Enforcement and Remedies.

A. If Grantee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, County shall provide Grantee with written notice specifying with reasonable particularity of the nature of any such breach and Grantee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If County reasonably determines the breach cannot be cured within (30) thirty days, County may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Grantee does not comply with the specified conditions, County may, at its discretion, either (1) revoke this Franchise with no further notification, or (2) claim damages of Five Hundred Dollars (\$500.00) or actual damages if demonstrably greater, against the financial guarantee set forth in Section 16.

B. Should County determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, County reserves the right to cancel this Franchise and require Grantee to apply for, obtain, and comply with all applicable County permits, franchises, or other County permissions for such actions, and if Grantee's actions are not allowed under applicable federal and state or County Laws, to compel Grantee to cease such actions.

Section 20. Compliance with Laws and Regulations.

A. Grantee agrees to comply with all present and future federal and state laws, ordinances, rules and regulations. Nothing herein shall be deemed to restrict the County's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The County shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction and maintenance of Facilities by Grantee, and Grantee shall promptly conform with all such regulations, unless acknowledges that following the approval of this Franchise, the County may modify its Codes to address small wireless deployment and such Code modifications shall apply to Grantee's Facilities, except to the extent of a vested right pertaining to an existing Facility. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the County's police power authority, such other ordinances(s) shall take precedence over the provisions set forth herein.

Section 21. Consideration.

A. As consideration for this Franchise, Grantee commits to pay County an annual

the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the County's police power authority, such other ordinances(s) shall take precedence over the provisions set forth herein.

Section 21. Consideration.

A. As consideration for this Franchise, Grantee commits to pay County an annual usage fee equal to Two Hundred Seventy and 00/100 Dollars (\$270.00) for each Small Wireless Facility located within the Right of Way. Ancillary facilities or services that are not defined herein as Small Wireless Facilities shall not be covered by this usage fee and are subject to independent usage or franchise fees.

B. Grantee's franchise fee payments shall be due the first of the month following the commencement of construction of a particular Facility ("Commencement Date"), and shall be due on each January 1 thereafter for as long as the Facility is in place. For any partial year beginning from the Commencement Date until the following January 1, the annual franchise fee will be prorated. County shall provide Grantee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms, if required. Grantee shall include with payment a complete written inventory of all Small Cell Facilities situated in County's Rights-of-Way as of two weeks prior to the payment due date. Payments shall be made to the Whatcom County Treasurer, Whatcom County Courthouse, Suite 104, 311 Grand Avenue, Bellingham, WA 98225, unless otherwise specified by the County in writing.

C. In the event any payment is not received within forty-five (45) days from the due date, Grantee shall pay, in addition to the payment or sum due, interest on the amount due at the maximum allowed rate as provided under State law from the date the payment was due until the date the County receives the payment.

Section 22. Consequential Damages Limitation.

Notwithstanding any other provision of this Franchise, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 23. Severability.

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

Section 24. Titles.

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

ADOPTED this _____ day of _____ 2020.

ATTEST

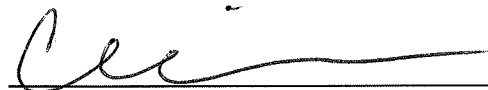
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON



Civil Deputy Prosecutor

Satpal Singh Sidhu, County Executive
()Approved ()Denied

Date Signed: _____

Todd Walton
Site Acquisition Manager



CENTERLINE SOLUTIONS
8218 154th Ave, NE Suite 120, Redmond WA 98052
Phone: 425.828.1008
Mobile: 206-334-4116
Web: www.centerlinesolutions.com

RECEIVED

MAR 13 2017
WHATCOM COUNTY
COUNCIL

3-8-2017

Whatcom County Council
311 Grand Avenue
Suite 105
Bellingham, WA 98225
Directions

Phone: 360-778-5010
Fax: 360-778-5011

Council Office Email:
council@co.whatcom.wa.us

Dear County Council:

On behalf of SEATTLE SMSA LIMITED PARTNERSHIP, d/b/a as Verizon Wireless, Centerline Solutions would like to submit an Application for Franchise for wireless facilities located in Whatcom County Rights of Way.

Sincerely,

Todd Walton

APPLICATION FOR FRANCHISE

TO THE WHATCOM COUNTY COUNCIL:

COMES NOW, SEATTLE SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS.

who respectfully petitions the Whatcom County Council for a twenty-five (25) year franchise to lay, construct, maintain, and repair

WIRELESS FACILITIES

and all necessary appurtenances along, over, and across the following roads situated in Whatcom County, Washington:

CURRENTLY CHUCKANUT, BUT ALL OTHERS IN
FUTURE.

The petitioner further requests that the Whatcom County Council fix a time and place for a public hearing on the granting of this continuation of franchise, and that public notice be given, at the expense of the petitioner, as provided by law; and that, at said hearing, petitioner be granted the franchise continuation herein requested.

DATED: 3-2-2017

CENTER LINE SOLUTIONS

Company Name

8218 154th AVE. NE STE. 120

Mailing Address

Redmond WA 98133

City

State

Zip

206 334 4116

Phone Number

Todd Walton
Signature of authorized agent/owner

TODD WALTON
Print or type name



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-297

File ID:	AB2020-297	Version:	1	Status:	Agenda Ready
File Created:	07/09/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 15, in the amount of \$716,503

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #15 requests funding from the General Fund:

1. To appropriate \$492,687 in Sheriff to fund Operation Stonegarden FY 18 and FY 19 programs from grant proceeds.
2. To appropriate \$12,500 in Sheriff to fund participation in the Organized Crime Drug Enforcement Task Force from DEA and USDOJ contracts.
3. To appropriate \$28,800 in Sheriff to fund marine patrols in support of Aquatic Invasive Species Boat Inspection Program from City of Bellingham contract.
4. To appropriate \$9,000 in Sheriff to fund recreational boating safety patrols and mobile radio purchase from Phillips 66 donations.
5. To appropriate \$49,169 in Non Departmental to fund What-Comm E911 Operations 2020-21 program from grant proceeds.
6. To appropriate \$124,347 in Health to fund adding 2 FTEs for new staff and extra help for COVID-19 Response from grant proceeds.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed Ordinance, Summary, Supplemental Budget Requests

**ORDINANCE NO.
AMENDMENT NO. 15 OF THE 2020 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 2020 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Sheriff's Department	542,987	(542,987)	-
Non Departmental	49,169	(49,169)	-
Health	124,347	(124,347)	-
Total General Fund	716,503	(716,503)	-
Total Supplemental	716,503	(716,503)	-

BE IT FURTHER ORDAINED by the Whatcom County Council that Exhibit C – Position Control Changes in the 2019-2020 Budget Ordinance should also be amended to provide for the following FTE change:

- Add 1 FTE Special Projects Manager in Health
- Add 1 FTE Program Specialist in Health

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

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

Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 15				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Sheriff's Department	To fund Operation Stonegarden FY18 program from grant proceeds.	91,962	(91,962)	-
Sheriff's Department	To fund Operation Stonegarden FY19 program from grant proceeds.	400,725	(400,725)	-
Sheriff's Department	To fund Sheriff's office participation in the Organized Crime Drug Enforcement Task Force from DEA contract.	2,500	(2,500)	-
Sheriff's Department	To fund Sheriff's office participation in the Organized Crime Drug Enforcement Task Force from USDOJ contract.	10,000	(10,000)	-
Sheriff's Department	To fund marine patrols in support of Aquatic Invasive Species Boat Inspection Program from City of Bellingham contract.	28,800	(28,800)	-
Sheriff's Department	To fund recreational boating safety patrols and mobile radio purchase from Phillips 66 donations.	9,000	(9,000)	-
Non Departmental	To fund What-Comm E911 Operations 2020-21 program from grant proceeds.	49,169	(49,169)	-
Health	To fund new staffing for COVID-19 Response from grant proceeds.	124,347	(124,347)	-
Total General Fund		716,503	(716,503)	-
Total Supplemental		716,503	(716,503)	-

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3042

Fund 1

Cost Center 1003519003

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 - Operation Stonegarden FY18

X

Department Head Signature (Required on Hard Copy Submission)

Date

07/06/20

Costs:	Object	Object Description	Amount Requested
	4333.8705	St Homeland Sec Grt Prg	(\$91,962)
	6140	Overtime	\$70,083
	6210	Retirement	\$3,735
	6230	Social Security	\$5,361
	6259	Worker's Comp-Interfund	\$1,797
	6269	Unemployment-Interfund	\$92
	6410	Fuel	\$1,000
	6790	Travel-Other	\$9,894
	Request Total		\$0

1a. Description of request:

Supplemental Budget #2727 was approved in 2019 for the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) FY18 Operation Stonegarden (OPSG) Grant Program award (W.C. Contract# 201904015). The total award was \$410,000 with 150,094 allocated to the Sheriff's Office and \$259,906 allocated for other law enforcement agencies (sub-recipients).

The Sheriff's Office used \$69,787.95 of this grant in 2019. Funds remaining total \$340,212.05 with \$91,961.79 for the Sheriff's Office and \$248,250.26 for sub-recipients. This supplemental budget is for the Sheriff's Office remaining allocation. The remaining allocation for sub-recipients has been included in the 2020 budget through approved continuing appropriations.

State and Local law enforcement agencies are not empowered to enforce immigration laws under the OPSG program.

1b. Primary customers:

Area law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

2. Problem to be solved:

Budget authority is needed to use OPSG FY18 funds in 2020.

3a. Options / Advantages:

These funds were allocated specifically for Operation Stonegarden patrols; they may not be used for any other purpose.

3b. Cost savings:

4a. Outcomes:

Enhanced patrols will be conducted per contract specifications and timelines, and Daily Activity Reports will be submitted.

Monday, July 06, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3042

Fund 1

Cost Center 1003519003

Originator: Dawn Pierce

4b. Measures:

The Whatcom County Sheriff's Office and U.S. Border Patrol Blaine Sector will monitor projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:

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

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) FY2018 OPSG Grant Program, CFDA No. 97.067.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3075

Fund 1

Cost Center 1003519005

Originator: Dawn Pierce

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: 2020 - Operation Stonegarden FY19

X

Department Head Signature (Required on Hard Copy Submission)

Date

07/06/20

Costs:	Object	Object Description	Amount Requested
	4333.8705	St Homeland Sec Grt Prg	(\$400,725)
	6110	Regular Salaries & Wages	\$11,663
	6140	Overtime	\$111,240
	6210	Retirement	\$6,939
	6230	Social Security	\$9,402
	6259	Worker's Comp-Interfund	\$3,093
	6269	Unemployment-Interfund	\$159
	6410	Fuel	\$10,800
	6790	Travel-Other	\$10,481
	7220	Intergov Subsidies	\$236,948
	Request Total		\$0

1a. Description of request:

The U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) awarded \$400,725 to Whatcom County for FY19 Operation Stonegarden (OPSG) Grant Program to enhance cooperation and coordination among local, tribal, state, and federal law enforcement agencies in a joint mission to secure the borders of the United States. The Sheriff's Office and other law enforcement agencies in the area 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.

The total grant award is \$400,725 with \$163,777 allocated to Whatcom County Sheriff's Office and \$236,948 to sub-recipients. The Sheriff's Office will use its allocation for grant administration, operational overtime, fuel, and mileage costs.

State and local law enforcement agencies are not empowered to enhance immigration laws under the OPSG program.

1b. Primary customers:

Area law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

2. Problem to be solved:

Budget authority is needed to use OPSG FY19 funds in 2020.

3a. Options / Advantages:

OPSG funds are awarded specifically for projects that improve border security. They cannot be used for any other purpose.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3075

Fund 1

Cost Center 1003519005

Originator: Dawn Pierce

3b. Cost savings:

Cost savings of \$163,777 for Whatcom County sheriff's Office and \$236,948 to other law enforcement agencies (sub-recipients).

4a. Outcomes:

Enhanced patrols will be conducted per contract specifications and timelines. Daily Activity Reports will be completed and sent to the Homeland Security.

4b. Measures:

The Whatcom County Sheriff's Office and U.S. Border Patrol Blaine Sector will monitor projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:

Whatcom County agencies participating in FY19 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:

Each participating agency will assign an individual to coordinate the project within their jurisdiction.

6. Funding Source:

Indirect federal grant from Washington State Military Department. Funds originate from U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) FY2019 OPSG Grant Program, CFDA No. 97.067.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3076

Fund 1

Cost Center 1003520004

Originator: Donna Duling

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: OCDETF DEA RL-19-0005

X

Department Head Signature (Required on Hard Copy Submission)

07/06/20
Date

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

1a. Description of request:

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

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

Budget authority is needed to use these funds for overtime of deputies to participate in the investigations.

3a. Options / Advantages:

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

3b. Cost savings:

Cost savings of \$2,500.

4a. Outcomes:

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

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

The U.S. Department of Justice Drug Enforcement Administration will provide \$2,500 from State and Local Overtime (SLOT) Funds.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3078

Fund 1

Cost Center 1003520005

Originator: Donna Duling

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: OCDETF 245C-SE-3217517

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4342.1013	Reimb Drug Enforcement	(\$10,000)
	6140	Overtime	\$10,000
	Request Total		\$0

1a. Description of request:

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

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

Budget authority is needed to use these funds for overtime of deputies to participate in the investigations.

3a. Options / Advantages:

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

3b. Cost savings:

Cost savings of \$10,000

4a. Outcomes:

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

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

The U.S. Department of Justice will provide \$10,000 from State and Local Overtime (SLOT) Funds.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3080

Fund 1

Cost Center 2960

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 AIS Boat Inspection Program

X

Department Head Signature (Required on Hard Copy Submission)

Date

07/06/20

Costs:	Object	Object Description	Amount Requested
	4342.1006	Miscellaneous-Sheriff	(\$28,800)
	6140	Overtime	\$21,600
	6210	Retirement	\$1,151
	6230	Social Security	\$1,652
	6259	Worker's Comp-Interfund	\$530
	6269	Unemployment-Interfund	\$27
	6410	Fuel	\$3,840
	Request Total		\$0

1a. Description of request:

The Sheriff's Office will provide marine patrols in support of the Aquatic Invasive Species (AIS) Boat Inspection Program in 2020 with funds provided by the City of Bellingham.

1b. Primary customers:

Whatcom County citizens

2. Problem to be solved:

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.

The City of Bellingham (City) and Whatcom County (County) through regulatory action have established in respective codes (Bellingham Municipal Code 12.12.280 and Whatcom County Code Chapter 2.27A) the joint AIS Boat Inspection Program for the purpose of protecting Lake Whatcom and Lake Samish from invasive species impacts.

The City and County agree that the AIS program will benefit from additional education and enforcement of regulatory requirements and an Interlocal Agreement between Whatcom County and the City of Bellingham for Actions to Support the Aquatic Invasive Species Program has been prepared.

3a. Options / Advantages:

The Whatcom County Sheriff's Office is currently the only local law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65. The Sheriff's Office has the jurisdictional authority and capability of conducting on-the-water patrols and providing education and enforcement of city and county codes.

3b. Cost savings:

Cost savings of \$28,800 for Sheriff's Office to conduct marine patrols.

4a. Outcomes:

The Sheriff's Office will conduct marine patrols during the recreational boating season and will encourage greater compliance with the AIS program through education and enforcement of regulatory requirements.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3080

Fund 1

Cost Center 2960

Originator: Dawn Pierce

4b. Measures:

Marine deputies will maintain a Boater Contact Log and will log all contacts initiated for the purpose of AIS compliance. The Boater Contact Log will be submitted weekly to the City Project Manager or designated staff.

At the end of the season, a debriefing session will be conducted by individuals from the City and County to discuss the effectiveness of the program.

5a. Other Departments/Agencies:

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

Scott Huso, Lieutenant, Whatcom County Sheriff's Office, is responsible for administration of this project for Whatcom County and manages the Sheriff's Office Marine Program.

Clare Fogelson, Natural Resources Policy Manager, Public Works Department, is responsible for administration of this project for the City of Bellingham.

6. Funding Source:

The City of Bellingham will provide \$28,800.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3081

Fund 1

Cost Center 2960

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 Boating Safety Program OT Patrols and Radio

X

Department Head Signature (Required on Hard Copy Submission)

Date

07/06/20

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$9,000)
	6140	Overtime	\$4,014
	6210	Retirement	\$214
	6230	Social Security	\$307
	6259	Worker's Comp-Interfund	\$99
	6269	Unemployment-Interfund	\$5
	6410	Fuel	\$500
	6510	Tools & Equip	\$3,861
	Request Total		\$0

1a. Description of request:

The Sheriff's Office will conduct recreational boating safety patrols and purchase mobile radio with funds donated from Phillips 66.

1b. Primary customers:

Whatcom County citizens

2. Problem to be solved:

The Sheriff's Office is currently the only local law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65. The state approved boating safety program requires that certified officers patrol the waterways during peak recreational boating periods. The Sheriff's Office schedules water patrols during the recreational boating season on overtime so as not to adversely impact the regular patrol schedule.

3a. Options / Advantages:

3b. Cost savings:

Cost savings of \$9,000.

4a. Outcomes:

Marine patrols will be conducted per state approved Boating Safety Program requirements.

4b. Measures:

The Sheriff's Office will provide on the water patrols and enforcement of boating laws and regulations.

5a. Other Departments/Agencies:

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

6. Funding Source:

Monday, July 06, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3081

Fund 1

Cost Center 2960

Originator: Dawn Pierce

Donation of \$9,000 from Phillips 66 to Whatcom County Sheriff's Office (through the Whatcom County Sheriff's Office Support Foundation).

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 3083

Fund 1

Cost Center 4292

Originator: Suzanne Mildner

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: What-Comm E911 Operations 2020-21

X

Satpal Sidhu

7/6/2020

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0182	State Enhanced 911 Funds	(\$49,169)
	7220	Intergov Subsidies	\$49,169
	Request Total		\$0

1a. Description of request:

This request is for an annual state-funded pass-through grant from the Washington State Military Department to reimburse the What-Comm Communications Center for eligible operating expenditures under WAC 118-66-050 (eligible professional development and operational expenses)

1b. Primary customers:

City of Bellingham, What-Comm Communications Center

2. Problem to be solved:

What-Comm is able to access this State Military Department grant funding by way of pass-through from the local county government. A subrecipient agreement will be signed with City of Bellingham.

3a. Options / Advantages:

The intergovernmental grant agreement is a vehicle for accessing this fund source. The acceptance of these grant funds ultimately reduces the cost to the community for 911 services.

3b. Cost savings:

N/A

4a. Outcomes:

911 service cost reductions for our community due to state subsidies

4b. Measures:

N/A

5a. Other Departments/Agencies:

City of Bellingham, What-Comm Communications

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

Greg Erickson, E911 Deputy Director of Operations

6. Funding Source:

Washington State Military Department

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3082

Fund 1

Cost Center 660410

Originator: Kathleen Roy

Expenditure Type: Ongoing

Year 2 2020

Add'l FTE ☒

Add'l Space ☐

Priority 1

Name of Request: COVID-19 Response - New Staffing

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4332.9210	COVID-19 Assistance	(\$124,347)
	6110	Regular Salaries & Wages	\$71,670
	6120	Extra Help	\$18,300
	6210	Retirement	\$9,217
	6230	Social Security	\$6,883
	6245	Medical Insurance	\$15,866
	6255	Other H&W Benefits	\$1,519
	6259	Worker's Comp-Interfund	\$775
	6269	Unemployment-Interfund	\$117
	Request Total		\$0

1a. Description of request:

There is new dedicated funding from the State for COVID-19 to augment CARES Act monies which end October 31, 2020. The WA State Department of Health has awarded the Health Department an ELC (Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases) CARES Act Grant through February 2022 to build local capacity for case investigations and contact tracing. This funding will support the County's COVID-19 response well into the next biennium without drawing down the General Fund. The Health Department is now shifting from a reactive, emergency response approach to a more stable staffing model. We request two new fully grant-funded FTEs for key roles, a COVID-19 Special Projects Manager and a Program Specialist/Epidemiologist along with added extra help capacity to continue the work to effectively slow the spread of the disease as much as possible.

1b. Primary customers:

Whatcom County Residents who are directly or indirectly impacted by the Covid-19 pandemic crisis.

2. Problem to be solved:

The COVID-19 pandemic has resulted in a health, economic and social crisis. Reopening our local economy and protecting the health of our residents depends upon our ability to mitigate the spread of the highly contagious and potentially life-threatening COVID-19 virus.

3a. Options / Advantages:

The ability to implement aggressive contact tracing, surveillance and testing will be fundamental to protecting vulnerable populations as Whatcom County takes steps to reopen and residents begin returning to their daily lives.

3b. Cost savings:

Utilizing new COVID-19 funds will lessen the demand upon County General Funds to staff for mitigating the spread of the COVID-19 pandemic and improve the Health Department's ability to assist the community in reopening as quickly and safely as possible.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3082

Fund 1

Cost Center 660410

Originator: Kathleen Roy

4a. Outcomes:

Increased staffing for the COVID-19 response will result in an enhanced ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement appropriate containment measures. In addition, the COVID-19 virus will be effectively monitored in high-risk settings, resulting in increased protection for vulnerable and high-risk populations.

4b. Measures:

90% of persons who test positive for Covid-19 will be contacted within 24 hours. 80% of persons in contact with someone who tested positive for Covid-19 will be identified and contacted within 48 hours. 80% of persons in isolation and quarantine will be contacted daily. Outbreaks will be minimized and managed effectively in partnership with employers.

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

Whatcom County CARES Act Grant and WA State Department of Health ELC Cares Act Grant



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-291

File ID:	AB2020-291	Version:	1	Status:	Agenda Ready
File Created:	07/07/2020	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	07/21/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance regarding installation of stop signs on certain County Roads

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance to correct a scrivener's error in Whatcom County Ordinance 1987-009 An Ordinance Regarding the Legal Establishment of Existing Stop Signs on County Roads.

During preparations for the E. Smith Road Pavement Rehabilitation Project it was discovered that a scrivener's error existed on Page 7 of Appendix A that is referenced in Ordinance 1987-009. That page listed a stop sign as located at Everson Goshen Road southbound at E. Hemmi Road where it should have been listed as located at Everson Goshen Road southbound at E. Smith Road. This ordinance will correct that error and allow for the installation to reestablish all-way stop control at Everson Goshen Road and E. Smith Road intersection

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Ordinance

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive and
The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director *JH*

From: James P. Karcher, P.E., County Engineer *JPK*

Date: July 7, 2020

Re: **Ordinance Regarding Installation of Stop Signs on Certain County Roads**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to correct a scrivener's error in Whatcom County Ordinance 1987-009 *An Ordinance Regarding the Legal Establishment of Existing Stop Signs on County Roads*.

Background and Purpose

Public Works plans to reestablish all-way stop control at the intersection of Everson Goshen Road and East Smith Road as part of the upcoming E. Smith Rd Pavement Rehabilitation Project, CRP 918018 and CRP 916006. During preparations for this project it was discovered that a scrivener's error existed on Page 7 of Appendix A that is referenced in Whatcom County Ordinance 1987-009. That page listed a stop sign as located at Everson Goshen Road southbound at E. Hemmi Road where it should have been listed as located at Everson Goshen Road southbound at *E. Smith Road*. This ordinance will correct that error and allow for the installation of the stop sign.

Information

This ordinance will allow for the installation of the stop sign and is necessary to comply with RCW 36.32.120 and 46.61.200 to install traffic control signs.

Please contact Jim Karcher at extension 6271 with any questions regarding this ordinance.

ORDINANCE NO. _____

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 a scrivener's error, there was an incorrect cross road name listed on page 7 of Appendix A, in Whatcom County Ordinance 1987-009 *An Ordinance Regarding the Legal Establishment of Existing Stop Signs on County Roads*; and

WHEREAS, the intersection of Everson Goshen Road and East Smith Road will be reestablished in an upcoming construction project with all-way stop control; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a stop sign be established at the following location:

1) Everson Goshen Road southbound at East Smith Road

Within Sections 25 and 26, Township 39 North, Range 3 East, W.M.; and

BE IT FURTHER ORDAINED the Whatcom County Code 10.16.890 is hereby amended as outlined in Exhibit A of this ordinance; 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 _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Approved via email - Chris Quinn (SM) 7/8/20
Senior Deputy Prosecuting Attorney

Satpal Singh Sidhu, County Executive

() Approved () Denied

Date Signed: _____

Exhibit A - Whatcom County Code Amendment

10.16.890 Everson Goshen Road and East Smith Road.

<u>Road Name</u>	Direction – <u>Stopping</u>	<u>Cross Street</u>
Everson Goshen Road	Southbound	East Smith Road East Hemmi Road



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Agenda Bill Master Report

File Number: AB2020-300

File ID:	AB2020-300	Version:	1	Status:	Agenda Ready
File Created:	07/14/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	07/21/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Receipt of application for the Homeless Strategies Workgroup, Special Populations position, applicant(s): Michael Berres (application deadline for any other applicants for this position is 10 a.m. on July 28, 2020)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HOMELESS STRATEGIES WORKGROUP

1 vacancy for someone representing special populations (representing domestic violence, behavioral health, and/or elder care and medically fragile). Two-year term.

The purpose of the workgroup is to identify additional winter shelters and added capacity at year-round shelters, additional opportunities to address the needs of the County's homeless population, and strategies to prevent people from having no other option than to sleep outside. All appointees must live in and be registered to vote in Whatcom County. The Workgroup generally meets twice a month or as needed.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Berres application

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

1. Name of board or committee-**please see reverse:** Homeless Strategies Workgroup

2. You must specify which position you are applying for.
Please refer to vacancy list. Schools; Special Populations

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: _____

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

Former School District Administrator (Ferndale, Seattle, Bellingham). Please see attached letter.

Please see attached letter.

Signature of applicant: Michael S. Beres

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Mr. Barry Buchanan
Chair, Homeless Strategies Workgroup
Whatcom County Council

July 7, 2020

Dear Mr. Buchanan:

I'm interested in the open positions on Whatcom County's Homeless Strategies Workgroup. My skill base and interests fit well against the open Workgroup areas. I've been retired for almost seven years and am currently working on a number of community endeavors. I know a number of members of the Workgroup and offer my services if you are still in need of additional members.

In brief, I was a school administrator (elementary principal and special services director) for the Ferndale, Bellingham and Seattle School Districts. I retired from Ferndale in 2013 where I served as Special Services Director which included managing 22 programs/grants/initiatives (approximately 215 staff; approximately \$11 million annual budget). Three of the programs were: 1) managing the federal McKinney-Vento program supporting approximately 200 students without housing; 2) managing the district's special education program for 700+ special needs students (e.g., those with developmental, behavioral, health, medically-fragile, communication, severe-profound needs,...), and 3) managing programs for students caught in domestic violence and abuse situations (e.g., co-managing with DVSAS a three-year national demonstration grant through the Violence Against Women Act on helping middle-school 'bystanders' to take active roles against sexual harassment/assault).

Specifically, the McKinney-Vento task resulted in our district doubling our count of students in need of housing from approximately 100 to 200. It wasn't a case of the actual number of students without housing doubling—it was an issue of using better child find and outreach strategies to key neighborhood information sources. We developed an extremely assertive approach to serving students without housing—essentially providing services to homeless youth by the day after we located them, and in no case, taking more than three working days to provide educational services in the student's home school. This was challenging in that district budgets throughout our County (and throughout Washington) consistently underfund district transportation, special education, and McKinney-Vento budgets—meaning that district folks would frequently have to hammer out multi-district transportation arrangements and staffing support models when no or few dollars existed for such collaborations. It also meant drawing community partners (e.g., Brigid Collins, Lydia Place, Catholic Community Services, the Opportunity Council) into whatever sort of partnership a child or teenager would need.

Imagine the dilemma of a student showing up in the district late on a Friday afternoon (the time when so many fragile youth appear in school districts) because of a state-made placement in a Ferndale state-funded group home, finding out that the homeless youth is now in Ferndale because of sexual or developmental or severe aggression issues, and further learning that the youth's prior district served the child with two full-time paraeducators. Again, it's just past 5:00 pm, the usual community partners are closed for the weekend, and this teen needs to be in school on Monday. Thank goodness that we had so many wonderful agency, district, and private folks who persevered in creating support umbrellas—even when having to deal with budget shortfalls and union contracts.

During my seven years of retirement, I've been involved with a number of homelessness efforts, though to be clear, most have been in support of my wife's (Ann) efforts. She has been the Unitarian

Fellowship's Family Promise Coordinator working with the Interfaith Coalition for the past three years...and I've been Ann's primary assistant/gopher/helper/driver/whatever-is-needed person. This meant occasionally sleeping at the Garden Street Methodist's Family Promise shelter during pre-Covid days. (Ann did far more of this work as she slept at the Civic Field Women's shelter every Monday night for three months this last Winter). Because I've been committed to other community endeavors (Civil Advocacy Committee, Whatcom Humane Shelter, staging electoral forums for community groups,...), I've enjoyed being a bit in the background while supporting Ann's work.

In terms of academic/research/document development comments, I've a doctorate from Syracuse University in creating school-based partnerships for children's emotional disturbance; a master's degree in children's behavior disorders from American University; and an early childhood (preschool-second grade) teaching credential from the University of California at Santa Barbara. I've written two books on serving students with moderate/severe/profound special needs in inclusive schools (Program Models for Mainstreaming, Aspen Publishers; Creating Tomorrow's Schools Today, Teacher's College Press/Columbia University). Both books are compilations of stories of educators and parents creating systemic change in their local systems in spite of bureaucratic and budgetary resistance. And as with all school administrators, I've written or co-written countless grants and project progress reports.

I know from listening to and working with literally hundreds of homeless youth and their families that homelessness is a traumatic situation. It results in long-term hurt and pain for almost every youth and parent in such situations. It also goes without saying that whenever possible, our work must address not only reactive strategies around homelessness, but also strategies that address the forces that push people into homelessness. Again, I'm very involved in our community, but do believe strongly in public service. If you are interested in my being a part of the Workgroup or in talking further, please call at your convenience.

Sincerely,



Michael S. Berres, Ph.D

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Bellingham, WA 98225
(360) 738-7083 (h); (360) 393-6802 (c)
ammab81@gmail.com