

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
SEPTEMBER 15, 2020**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

COMMITTEE OF THE WHOLE – EXECUTIVE SESSION (9 A.M.)

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE (10 A.M. ESTIMATED START TIME)

PUBLIC WORKS AND HEALTH COMMITTEE (12:30 P.M.)

PLANNING AND DEVELOPMENT COMMITTEE (1:30 P.M. ESTIMATED START TIME)

COMMITTEE OF THE WHOLE (2:30 P.M. ESTIMATED START TIME)

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:

**SEPTEMBER 22, 2020
WATER WORK SESSION (10:30 A.M. - VIRTUAL)**

**SEPTEMBER 29, 2020
REGULAR COUNCIL AND COMMITTEE MEETINGS (6 P.M. - VIRTUAL)**

COMMITTEE AGENDAS

COMMITTEE OF THE WHOLE – EXECUTIVE SESSION
9:00 a.m. TUESDAY, September 15th, 2020
Virtual Meeting

Call To Order

Roll Call

Announcements

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Committee Discussion

1. [AB2020-347](#) Discussion of pending litigation with civil deputy George Roche: Cooper as personal representative of estate of Paula Jefferson, et al. v. Whatcom County, et al. US District Court Western District of WA No. 2:20-cv-01196. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)]
Page 1
2. [AB2020-372](#) Discussion of ordinance to revise WCC 2.09 Public Defender's Office, to take place in executive session pursuant to RCW 42.30.110
Page 2

Other Business

Adjournment

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
10:00 a.m. TUESDAY, September 15th, 2020 (MAY BEGIN EARLIER/LATER THAN 10:00 A.M.)
Virtual Meeting

Call To Order

Roll Call

Announcements

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Special Presentation

1. [AB2020-348](#) Presentation from Rob Ney, Project & Operations Manager, regarding Capital Facilities 2020 Update
Pages 3 - 16
2. [AB2020-327](#) Report on Criminal Justice Case Management Systems Project
Page 17
3. [AB2020-374](#) Report and request for a motion of support from the Whatcom County Council in acknowledgement and support of distributing these CARES Act dollars to our very valuable childcare businesses as recommended by the countywide Childcare review team comprised of representatives from Whatcom County, City of Bellingham, Opportunity Council, Health Department, United Way, and Mt. Baker Foundation
Pages 18 - 21

Committee Discussion and Recommendation to Council

1. AB2020-316 Ordinance amending the 2020 Whatcom County Budget, request no. 16, in the amount of \$987,509
Pages 22 - 36
2. AB2020-376 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Commerce for funding to develop and expand shelter programs, in the amount of \$1,194,211
Pages 37 - 58

Council "Consent Agenda" Items

1. AB2020-335 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Skagit County Sheriff's Office for use of the Plantation Rifle Range to train personnel, in the amount of \$15,134.81
Pages 59 - 67
2. AB2020-336 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Marysville Police Department for use of the Plantation Rifle Range to train personnel, in the amount of \$12,716.30
Pages 68 - 76
3. AB2020-337 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Bellingham Police Department for use of the Plantation Rifle Range to train personnel, in the amount of \$26,476.80
Pages 77 - 85
4. AB2020-338 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Anacortes Police Department for use of the Plantation Rifle Range to train personnel, in the amount of \$6,422.23
Pages 86 - 94
5. AB2020-339 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Sedro-Woolley Police Department for use of the Plantation Rifle Range to train personnel, in the amount of \$7,414.23
Pages 95 - 103
6. AB2020-342 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Mount Vernon Police Department for use of the Plantation Rifle Range to train personnel, in the amount of \$6,783.04
Pages 104 - 112
7. AB2020-343 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Skagit Valley College for use of the Plantation Rifle Range to train personnel, in the amount of \$22,498.85
Pages 113 - 121
8. AB2020-349 Request authorization for the County Executive to enter into an interlocal lease agreement between Whatcom County and the City of Bellingham for use of a County owned road and right-of-way at Boulevard Park to build a restroom building
Pages 122 - 130
9. AB2020-357 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Department of Ecology 2020-2021 Washington Conservation Corps Crew Agreement
Pages 131 - 142
10. AB2020-378 Request authorization for the County Executive to enter into an agreement between Whatcom County and the Washington State Department of Commerce for a grant in the amount of \$60,461.00 for provision of victim-witness advocacy services in District Court matters
Pages 143 - 186

11. AB2020-341 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Elliot Bay Design Group, LLC to provide engineering services for the annual dry dock for the Whatcom Chief ferry along with the other on-call services, as needed, for the Lummi Island Ferry system during the year, in the amount of \$10,000 for a total amended contract amount of \$170,000
Pages 187 - 191
12. AB2020-346 Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to provide outreach and engagement of youth and young adults designed to reduce risk of opioid use disorder, in the amount of \$160,000
Pages 192 - 215
13. AB2020-353 Request authorization for the County Executive to enter into a contract between Whatcom County and Lake Whatcom Residential & Treatment Center to provide reimbursement for COVID-19 related operations expenditures, in the amount of \$100,000
Pages 216 - 229
14. AB2020-356 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Whatcom Conservation District to amend the 2019 Interlocal and Subrecipient Agreement for the Pollution Identification and Correction Program Non-Dairy Agricultural Technical Assistance in the amount of \$223,932.00 for a total amended contract amount of \$530,182.00
Pages 230 - 251
15. AB2020-359 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Tetra Tech Inc to amend Whatcom County Contract 2019-06008-2 in the amount of \$23,268 for a total amended contract amount of \$61,553
Pages 252 - 262
16. AB2020-364 Request authorization for the County Executive to enter into a five-year lease agreement, using the National Association of State Procurement Officials ValuePoint Master Agreement #ADSP016-00006328 and State of Washington Participating Addendum #05515, between Whatcom County and Pitney Bowes for a replacement Pitney Bowes Connect+ SendPro mail machine, in the amount of \$50,887.25
Pages 263 - 279
17. AB2020-365 Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Family YMCA for operational losses incurred at their child care facilities as a result of COVID-19 impacts, in the amount of \$292,221
Pages 280 - 331
18. AB2020-367 Request authorization for the County Executive to enter into a contract between Whatcom County and MORE Smiles Learning Center to provide funding to cover operational losses incurred at their child care facilities as a result of COVID-19 impacts, in the amount of \$50,000
Pages 332 - 354
19. AB2020-361 Request authorization for the County Executive to award bid #20-48 and enter into a contract between Whatcom County and Henifin Construction LLC for the Leeward Way Drainage Improvement Project CRP 920015 in the amount of \$229,270
Pages 355 - 372

Other Business

Adjournment

PUBLIC WORKS AND HEALTH COMMITTEE
12:30 p.m. TUESDAY, September 15, 2020
Virtual Meeting

Call To Order

Roll Call

Announcements

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Special Presentation

1. [AB2020-370](#) Report from the Health Department regarding the Ground-level Response and Coordinated Engagement (GRACE) Program
Pages 373 - 397

Committee Discussion

1. [AB2020-354](#) Discussion with Public Works staff on an ordinance to amend Whatcom County Code 12.60.040, Appointment and Responsibilities of the Citizen Address and Road Name Appeals Committee (to be introduced at the evening meeting)
Pages 398 - 401

Other Business

Adjournment

PLANNING AND DEVELOPMENT COMMITTEE
1:30 p.m. (MAY BEGIN EARLIER/LATER THAN 1:30 P.M.)
TUESDAY, September 15, 2020
Virtual Meeting

Call To Order

Roll Call

Announcement

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Committee Discussion

1. [AB2020-350](#) Discussion with Planning and Development staff on code amendments to WCC Titles 12, 16, 20, 21 and 22
Pages 402 - 448

Other Business

Adjournment

COMMITTEE OF THE WHOLE
2:30 p.m. (MAY BEGIN EARLIER/LATER THAN 2:30 P.M.)
TUESDAY, September 15, 2020
Virtual Meeting

Call To Order

Roll Call

Announcement

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Committee Discussion

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)
Page 449
2. [AB2020-345](#) Discussion of proposed Cherry Point amendments
Pages 450 - 555

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING

6:00 p.m. TUESDAY, September 15, 2020

Virtual Meeting

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

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FLAG SALUTE

COUNTY EXECUTIVE'S REPORT

MINUTES CONSENT

1. [MIN2020-084](#) Special Council for July 28, 2020 **Pages 556 - 561**
2. [MIN2020-085](#) Special Council for July 22, 2020 **Pages 562 - 566**
3. [MIN2020-086](#) Committee of the Whole for August 5, 2020 **Pages 567 - 571**
4. [MIN2020-087](#) Committee of the Whole - Executive Session for August 5, 2020 **Pages 572 - 575**
5. [MIN2020-088](#) Regular County Council for August 5, 2020 **Pages 576 - 595**

PUBLIC HEARING

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

1. [AB2020-086](#) Ordinance granting Cellco Partnership d/b/a Verizon Wireless, a non-exclusive franchise for the provision of wireless telecommunications services
Pages 596 - 619

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 355 - 372

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

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Pages 22 - 36
2. AB2020-374 Report and request for a motion of support from the Whatcom County Council in acknowledgement and support of distributing these CARES Act dollars to our very valuable childcare businesses as recommended by the countywide Childcare review team comprised of representatives from Whatcom County, City of Bellingham, Opportunity Council, Health Department, United Way, and Mt. Baker Foundation
Pages 18 - 21
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Pages 37 - 58

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2020-351 Confirmation/appointment of councilmembers to serve on two subcommittees of a five-county regional cooperation group (Skagit, Whatcom, Island, San Juan, and Snohomish)
Pages 620 - 621

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

1. AB2020-369 Information only: the County Executive concurrently appoints William Szabo, City appointment, to the Bellingham-Whatcom County Housing Authorities Board of Commissioners
Pages 622 - 625

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. AB2020-368 Ordinance amending the 2020 Whatcom County Budget, request no. 17, in the amount of \$871,548
Pages 626 - 637
2. AB2020-371 Ordinance amending Whatcom County Code 2.09, Public Defender, to reflect current standards of practice outlined under RCW 10.101.030 and the ethical standards relating to conflicts of interest outlined by Washington court rules of professional conduct
Pages 638 - 643
3. AB2020-377 Ordinance amending the 2020 Whatcom County Budget, request no. 18, in the amount of \$220,000
Pages 644 - 648
4. AB2020-360 Ordinance to amend Whatcom County Code 12.60.040, appointment and responsibilities of the Citizen Address and Road Name Appeals Committee
Pages 398 - 401
5. AB2020-340 Receipt of application to the Drayton Harbor Shellfish Protection District Advisory Committee, Applicant(s): Patricia Erin Lulu (deadline for applications to this position is 10:00 a.m. on Tuesday, September 22, 2020)
Pages 649 - 650
6. AB2020-362 Receipt of application to the Climate Impact Advisory Committee, Applicant(s): Stevan Harrel (application deadline for any other applicants to these positions is 10 a.m. on September 22, 2020)
Pages 651 - 654
7. AB2020-363 Resolution in the matter of the Whatcom County Six-Year Transportation Improvement Program (STIP) for the years of 2021 through 2026
Pages 655 - 747

8. AB2020-366 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Bellingham for FY2020 Byrne Justice Assistance Grant Program Award, in the amount of 12,832
Pages 748 - 755
9. AB2020-358 Resolution adopting the Six-Year Water Resources Improvement Program (WRIP) 2021-2026
Pages 756 - 799

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES

ADJOURN



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-347

File ID:	AB2020-347	Version:	1	Status:	Agenda Ready
File Created:	08/21/2020	Entered by:	TAdrian@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session	Final Action:			
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with civil deputy George Roche: Cooper as personal representative of estate of Paula Jefferson, et al. v. Whatcom County, et al. US District Court Western District of WA No. 2:20-cv-01196. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of pending litigation with civil deputy George Roche: Cooper as personal representative of estate of Paula Jefferson, et al. v. Whatcom County, et al. US District Court Western District of WA No. 2:20-cv-01196. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)].

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
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Agenda Bill Master Report

File Number: AB2020-372

File ID:	AB2020-372	Version:	1	Status:	Agenda Ready
File Created:	09/03/2020	Entered by:	TAdrian@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session				Final Action:
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of ordinance to revise WCC 2.09 Public Defender's Office, to take place in executive session pursuant to RCW 42.30.110

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of ordinance and revision to WCC 2.09, Public Defender's Office, to take place in executive session pursuant to RCW 42.30.110

HISTORY OF LEGISLATIVE FILE

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

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-348

File ID:	AB2020-348	Version:	1	Status:	Agenda Ready
File Created:	08/25/2020	Entered by:	DEbergso@co.whatcom.wa.us		
Department:	Facilities Management Division	File Type:	Presentation		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Presentation from Rob Ney, Project & Operations Manager, regarding Capital Facilities 2020 Update

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Presentation is to update initial discussion of competing capital improvement dollars, building deficiencies, discuss alternate solutions and update master capital facilities plan and schedule

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Presentation

CAPITAL FACILITIES 2020 UPDATE

AUGUST 2020



ORIGINAL DISCUSSION 10/2019

PURPOSE

- ▣ INITIAL DISCUSSION OF COMPETING CAPITAL IMPROVEMENT DOLLARS
- ▣ UPDATE COUNCIL ON BUILDING DEFICIENCIES AND PROPOSED LONG TERM INVESTMENTS
- ▣ DISCUSS ALTERNATIVE SOLUTIONS
- ▣ CREATE A MASTER CAPITAL FACILITIES PLAN AND SCHEDULE

BUILDINGS INCLUDED IN ORIGINAL DISCUSSION

- ▣ CIVIC CENTER - PUBLIC WORKS
ADMINISTRATION
- ▣ 1500 STATE STREET - HEALTH DEPARTMENT
- ▣ GIRARD STREET - HEALTH DEPARTMENT
- ▣ NORTHWEST ANNEX - PW ENGINEERING &
PLANNING

A METHODOICAL GAME OF DOMINOS

- ▣ DUE TO ECONOMIC CONSTRAINTS, THE COUNTY CAN'T FULFILL ALL NEEDS SIMULTANEOUSLY
- ▣ THEREFORE, MUST DEVELOP A LINEAR APPROACH PLAN THAT THOUGHTFULLY MAKES IMPROVEMENTS TO FACILITIES THAT PRODUCE THE HIGHEST RETURN OF BENEFIT
- ▣ IN OTHER WORDS, COMPLETE ONE PROJECT THAT HAS A DIRECT BENEFIT TO THE NEXT PROJECT, AND SO ON.

THE CURRENT LONG TERM MASTER PLAN, IN ORDER OF COMPLETION

- ▣ CIVIC CENTER
- ▣ NORTHWEST ANNEX REDEVELOPMENT
 - RELOCATE EXISTING NW ANNEX TENANTS
 - RELOCATE PUBLIC WORKS ADMIN. (CURRENTLY IN CIVIC CENTER BUILDING)
 - SATELLITE SHERIFF OFFICE AT NW ANNEX
 - FUTURE EXPANSION SPACE: EITHER FUTURE BUILDING OR VACANT SPACE IN LARGER BUILDING
- ▣ COMBINE AND RELOCATE HEALTH DEPARTMENT TO CIVIC CENTER BUILDING, FIRST FLOOR REMODEL FOR PUBLIC INTERACTION MOST LIKELY REQUIRED.
- ▣ LEAVING STATE STREET AND GIRARD FOR ALTERNATIVE USES, AVAILABLE FOR HEALTH DEPARTMENT PROGRAM USES/TENANTS, OR SURPLUS

CIVIC CENTER



CIVIC CENTER UPDATE

- ▣ PROJECT IN DESIGN PHASE WITH ESTIMATED BID DATE IN SEPTEMBER
- ▣ ORIGINAL CONSTRUCTION COST ESTIMATE-\$8.2 MM+WSST
- ▣ REVISED /CURRENT COST ESTIMATE IS \$4.6 MM+WSST
- ▣ PROJECT WILL BE BUILT IN MULTIPLE PHASES (BY FLOOR) AND WILL INCLUDE INSTALLATION OF FIRE SUPPRESSION, ENERGY EFFICIENT AND COMPLIANT HVAC UPGRADES TO GARDEN LEVEL AND FLOORS 1, 2, AND 4 (3RD FLOOR UPGRADED IN 2009), NEW LED LIGHTING, ACCESSIBLE RESTROOM UPGRADES, ASSESSABLE BUILDING EXITING IMPROVEMENTS, REMODEL OF VACANT 4TH FLOOR, AND COSMETIC IMPROVEMENTS TO FLOORS 1 AND 2.
- ▣ CURRENT ECONOMIC CLIMATE SHOULD ATTRACT MULTIPLE BIDDERS

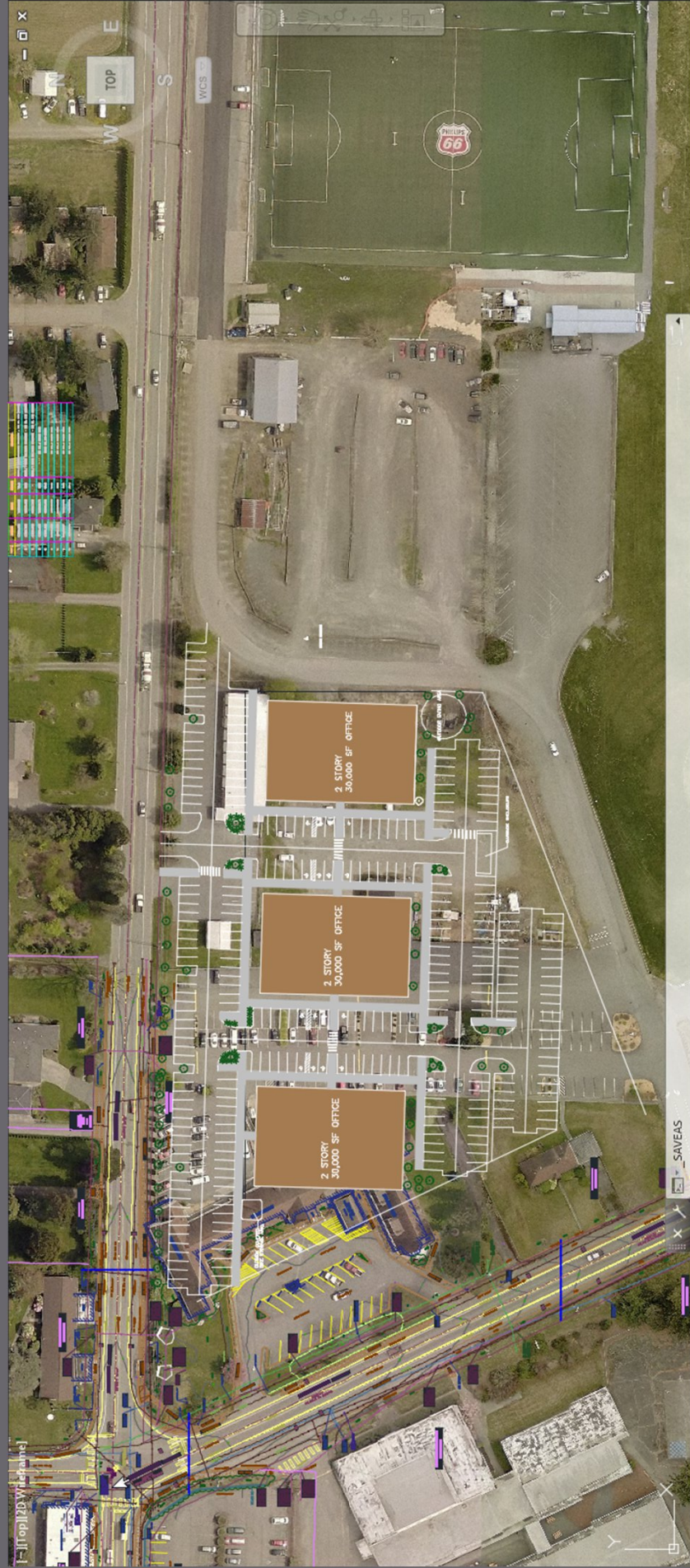
NORTHWEST ANNEX



NORTHWEST ANNEX REDEVELOPMENT PROPOSAL

- ▣ CREATE SHOVEL READY PROJECT TO REPLACE AGING NW ANNEX FACILITY
- ▣ HOPE TO OBTAIN FEDERAL STIMULUS FUNDS TO KICKSTART PROJECT (HOWEVER COULD BE BUILT WITH BANKED BOND CAPACITY IF NEEDED)
- ▣ PROVIDE EXPANSION SPACE
- ▣ COUNCIL AUTHORIZED \$100K FOR INITIAL STUDY
- ▣ RMC ARCHITECTS CONTRACTED FOR EXECUTION OF STUDY AND PROJECT DEVELOPMENT

NORTHWEST ANNEX INITIAL CONCEPT DESIGN



NORTHWEST ANNEX REDEVELOPMENT

- ▣ CURRENT PLAN- 3 BUILDINGS @ 30,000 SF EACH.
- ▣ ANALYZE IF ONE LARGER BUILDING IS MORE COST EFFECTIVE
- ▣ ESTIMATE AT \$400 /SF INCLUDING SOFT COSTS
- ▣ POTENTIAL FUNDING- EXISTING BANKED BONDING CAPACITY

DOWNTOWN JAIL



JAIL

- ▣ STILL HIGH PRIORITY FOR REPLACEMENT
- ▣ WILL REQUIRE FUNDING MECHANISM OUTSIDE OF EXISTING BANKED CAPACITY
- ▣ EFFORTS WERE UNDERWAY PRE-COVID, BUT HALTED AS OTHER HIGHER PRESSING ISSUES CONSUMED STAFF AND JAIL LEADERS
- ▣ EFFORTS ARE UNDERWAY TO EXAMINE POTENTIAL IMPROVEMENTS TO THE EXISTING ALTERNATIVE JAIL FOR ADDITIONAL CAPACITY



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-327

File ID:	AB2020-327	Version:	1	Status:	Agenda Ready
File Created:	07/24/2020	Entered by:	PRice@co.whatcom.wa.us		
Department:	Information Technology Division	File Type:	Report		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Report on Criminal Justice Case Management Systems Project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

An update will be provided on efforts to replace end-of-life case management software systems in Juvenile Court, Prosecutor's Office and Public Defender's Office.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-374

File ID:	AB2020-374	Version:	1	Status:	Agenda Ready
File Created:	09/03/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Report and request for a motion of support from the Whatcom County Council in acknowledgement and support of distributing these CARES Act dollars to our very valuable childcare businesses as recommended by the countywide Childcare review team comprised of representatives from Whatcom County, City of Bellingham, Opportunity Council, Health Department, United Way, and Mt. Baker Foundation

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Council memo



MEMORANDUM

TO: Whatcom County Council Members

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

DATE: August 3, 2020

SUBJECT: Whatcom ReStart – Childcare Grant Allocations (CARES Act)

Since the inception of the Governor's State of Emergency Proclamation on February 29, 2020, Whatcom County has been working hard to respond to the crisis due to the outbreak of novel coronavirus (COVID-19). Public Health and Safety measures included the Stay Home – Stay Healthy order which extended and deepened the adverse financial impact already felt by businesses in Whatcom County.

With this burgeoning crisis, the Feds adopted the Coronavirus Aid, Relief and Economic Security Act (CARES Act) which appropriates funding for specified uses to states and certain local governments. On June 16, 2020 the County Council adopted Ordinance 2020-035 which appropriates \$12,391,500 dollars received from the Federal CARES Act Fund. Countywide there is more than \$16,300,000 dollars from the CARES Act to support government and community services.

Thanks to countywide collaboration, the Whatcom ReStart grant program was established to deploy \$3,400,000 of CARES Act funding through business grants; with \$700,000 allocated to support the childcare industry in Whatcom County. The purpose of the program is to support licensed childcare providers impacted by COVID-19 in order to further economic recovery and support working families.

Representatives from Whatcom County, the City of Bellingham, and community partner, Opportunity Council, met regularly over the course of three months to build the application, solicit submissions, review eligibility, and offer funding recommendations. Insights into the childcare industry from Opportunity Council's Childcare Aware of NW Washington program proved invaluable throughout the process.

Applications were due August 7, 2020 via the City of Bellingham on-line Share Point system, and divided into two categories; 1) licensed childcare providers with 50 or more spots; and 2) licensed childcare providers with fewer than 50 spots. The Opportunity Council staff, including those serving as childcare provider coaches, brought their

extensive knowledge to the review of 18 applications for providers with fewer than 50 licensed spots. A review team of community members knowledgeable about, but not employed by, the childcare industry to review the applications submitted by eight licensed providers with 50 or more spots; team members included those representing the Whatcom County Health Department, United Way, and Mt. Baker Foundation.

Applicants were awarded points in three categories; 1) social/demographic factors, ; 2) enrollment data; and 3) financial information. This included but was not limited to considerations of vulnerable populations served, toddler and infant care, and participation in state and federal subsidy programming to enable more inclusion of low-income households.

To distribute the funding in the most efficient and equitable manner, the County and City of Bellingham collaborated on contract development. Childcare providers recommended for funding are included on the attached funding list. The Executive Office is preparing contracts for those entities identified in the County/Small Cities column. You'll find two County funding recommendations exceed \$40,000.

MORE Smiles Learning Center	\$50,000
Whatcom Family YMCA	\$295,221

Both of these contracts are on today's agenda for Council review and approval.

We are seeking a motion of support from the Whatcom County Council in acknowledgement and support of distributing these CARES Act dollars to our very valuable childcare businesses as recommended by the countywide Childcare review team comprised of representatives from Whatcom County, City of Bellingham, Opportunity Council, Health Department, United Way, and Mt. Baker Foundation.

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**
County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225

Satpal Sidhu
County Executive

Provider	Location	Funding: County /Small Cities	Funding: City of Bellingham
Licensed Providers w/ # spots < 50			
MORE Smiles Learning Center	Blaine	\$50,000	
Lil Sprouts	Blaine	\$5,044	
The Growing Tree	Blaine	\$15,000	
Little Angels Daycare Preschool	Ferndale	\$10,000	
Gardenview Montessori School	Bellingham	\$6,000	
Happy Hearts Child Care	Multiple Sites	\$12,000	
Hunter's Childcare	Bellingham		\$12,000
Pauli's Playschool Childcare	Bellingham		\$9,166
James Place Child Development	Bellingham		\$10,000
Olive Diaz Childcare	Ferndale	\$10,000	
Little Britches Family Childcare	Bellingham		\$16,000
Little Star Child Care	Bellingham		\$15,000
Shooting Stars Home Child	Bellingham		\$2,000
Nature's Little Helpers	Bellingham		\$9,885
Leah's Place Childcare	Ferndale	\$3,000	
TLC Daycare	Ferndale	\$10,000	
Blue Heron Montessori Child Care	Bellingham	\$15,000	
Bell Creek Outdoor Learning Center	Deming	\$8,000	
Licensed Providers w/ # spots >= 50			
B'ham Childcare & Learning Center	Bellingham		\$25,000
Semiahmoo Kids Kamp	Blaine	\$25,000	
St Francis / Generations Childcare	Bellingham		\$50,000
Kids Korner	Bellingham		\$12,000
Whatcom Family YMCA	Multiple Sites	\$295,221	
The Firs Bible After School Adventure	Bellingham UGA	\$15,000	
Western AS Child Dev Center M	Bellingham		\$15,000
Gabriel's Ark Kids	Bellingham	\$15,000	
Total		\$479,265	\$191,051

Office 360 778 5200

Fax 360 778 5201

TR 360 778 5201

TR 360 778 5201

TR 360 778 5201

TR 360 778 5201



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-316

File ID:	AB2020-316	Version:	1	Status:	Introduced
File Created:	07/23/2020	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:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 16, in the amount of \$987,509

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #16 requests funding from the General Fund:

1. To appropriate \$131,227 in Non Departmental to fund Opportunity Council Public Services CDBG 2020-21 program from grant proceeds.

From the Election Reserve Fund:

2. To appropriate \$55,570 in Auditor to fund ballot drop boxes, voter outreach, and partial funding of ballot sorter from grant proceeds.

From the Homeless Housing Fund:

3. To appropriate \$775,315 in Health to fund Housing and Essential Needs program from increase in grant proceeds.

From the Emergency Management Fund:

4. To appropriate \$25,397 to fund FFY 2020 EMPG-S COVID-19 program with grant proceeds.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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08/05/2020 Council

INTRODUCED

Council Finance and
Administrative Services
Committee

Attachments: Proposed Ordinance, Summary Schedule, Supplemental Budget Requests, Notice of Action
Proposed for 9.15.2020

**ORDINANCE NO.
AMENDMENT NO. 16 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	131,227	(131,227)	-
Total General Fund	131,227	(131,227)	-
Total Election Reserve Fund	55,570	(55,570)	-
Homeless Housing Fund	775,315	(775,315)	-
Emergency Management Fund	25,397	(25,397)	-
Total Supplemental	987,509	(987,509)	-

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/CQuinn/MCaldwell
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 16				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Non Departmental	To fund Opportunity Council Public Services CDBG 2020-21 program with grant proceeds.	131,227	(131,227)	-
Total General Fund		131,227	(131,227)	-
Election Reserve Fund				
Auditor	To fund purchase and installation of ballot drop boxes with grant proceeds.	13,487	(13,487)	-
Auditor	To fund voter outreach and advertising with grant proceeds.	12,083	(12,083)	-
Auditor	To fund ballot sorter partial payment with grant proceeds.	30,000	(30,000)	-
Total Election Reserve Fund		55,570	(55,570)	-
Homeless Housing Fund	To fund Housing and Essential Needs program with increase in grant proceeds.	775,315	(775,315)	-
Emergency Management Fund	To fund FFY2020 EMPG-S COVID-19 program with grant proceeds.	25,397	(25,397)	-
Total Supplemental		987,509	(987,509)	-

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3073

Fund 122

Cost Center 122600

Originator: Kathleen Roy

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: Commerce HEN Grant Increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0427	Homeless Grant Asst Program	(\$775,315)
	6610	Contractual Services	\$775,315
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority to utilize additional funding available from Washington State Department of Commerce to support housing and homeless programs. This supplemental increases the revenue and expense for this pass through grant. It includes an increase of \$306,000 in Housing and Essential Needs (HEN) funding during 2020. It also includes original award HEN funds higher than anticipated during the department's initial budgeting process and not fully utilized by subcontractors in 2019, but available to spend in 2020.

1b. Primary customers:

Those qualifying for the Housing and Essential Needs Program (HEN), which requires applicants be unable to work for at least 90 days due to a disability, and have zero income or receive Aged, Blind and Disabled cash benefits.

2. Problem to be solved:

Households who are eligible for this assistance do not have sufficient income to access or retain housing independently, and may need resources for essential needs.

3a. Options / Advantages:

Housing and essential needs such as hygiene and sanitation products are critical to supporting people whose income is not sufficient to access housing without assistance.

3b. Cost savings:

HEN provides state funding to counties to serve those at-risk of or experiencing homelessness, thereby saving local costs being used to meet the basic needs of eligible households.

4a. Outcomes:

It is expected that between 7/1/2020 – 6/30/2021, 425 HEN-eligible households will receive essential needs items and cleaning and move-in supplies; and 214 households will receive HEN rent and utility assistance.

4b. Measures:

- Number of HEN eligible households served each month and year to date
- Average amount of subsidy per HEN household
- Number of HEN eligible households defined
- System performance measures as set by the WA State Department of Commerce

5a. Other Departments/Agencies:

n/a

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

Monday, June 22, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3073

Fund 122

Cost Center 122600

Originator: Kathleen Roy

n/a

6. Funding Source:

Washington State Department of Commerce, Housing and Essential Needs grant.

Monday, June 22, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 3085

Fund 1

Cost Center 4289

Originator: Suzanne Mildner

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

Name of Request: OppCo Public Services CDBG Grant 2020-21

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.1422	HUD-CDBG	(\$131,227)
	6610	Contractual Services	\$131,227
	Request Total		\$0

1a. Description of request:

This request is for grant revenue from the Washington State Department of Commerce, for pass through to Opportunity Council as subrecipient. This is an annual formula grant for direct public services, delivering housing services to low- and moderate-income residents in Whatcom, Island and San Juan counties.

1b. Primary customers:

Low- and moderate-income residents of Whatcom, Island and San Juan Counties

2. Problem to be solved:

This grant can be accessed through the local government, in partnership with our local community action agency, Opportunity Council. It provides support for the following public services: community outreach, resource referral, client housing education, energy conservation education and other housing services.

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

Accomplish HUD's objective of increasing the availability and accessibility of housing public services. The grant contract period is July 1, 2020 to June 30, 2021.

4b. Measures:

Opportunity Council submits ongoing reports regarding service delivery and numbers of persons served. A final report will be issued at grant closeout.

5a. Other Departments/Agencies:

Opportunity Council and 3 community resource centers in San Juan County

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

Sheri Emerson, Associate Director of Opportunity Council is responsible for overseeing the program services.

6. Funding Source:

Federal grant from HUD through the Washington State Department of Commerce's CDBG Program

Wednesday, July 15, 2020

Rpt: Rpt Suppl Regular



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

July 1, 2020

Mr. Satpal Sidhu
County Executive, Whatcom County
311 Grand Avenue #108
Bellingham, WA 98225

Dear Mr. Sidhu:

I am pleased to inform you that Whatcom County is awarded a \$131,227 Community Development Block Grant (CDBG) for public services provided by Opportunity Council. Funding is contingent on the state's receipt of its 2020 annual award from the U.S. Department of Housing and Urban Development.

Prior to grant contract execution, this letter allows you to incur costs not to exceed ten percent of your award for eligible administrative and public services activities after July 1, 2020. Eligible costs will be reimbursed by Commerce after the grant contract is executed. All costs to be reimbursed must comply with applicable state and federal requirements.

The county's 2020 CDBG Public Services Grant contract with Commerce will be emailed to you for your signature in the near future.

Please contact Jeff Hinckle at (360) 725-3060 or jeff.hinckle@commerce.wa.gov if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark K. Barkley".

Mark K. Barkley
Assistant Director

Enclosures

cc via email: Suzanne Mildner, Grants Coordinator
Sheri Burgler Emerson, Assistant Director, Opportunity Council

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3087 Fund 167 Cost Center 1673520005 Originator: Frances Burkhart

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

Name of Request: 20EMPG-S COVID-19

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.8704	FEMA Military	(\$25,397)
	6120	Extra Help	\$11,582
	6230	Social Security	\$890
	6255	Other H&W Benefits	\$10
	6259	Worker's Comp-Interfund	\$200
	6269	Unemployment-Interfund	\$15
	6510	Tools & Equip	\$12,700
	Request Total		\$0

1a. Description of request:

The US Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) awarded a FFY2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S) to Whatcom County in the amount of \$25,397 to support the COVID-19 response. This grant will allow Whatcom County Sheriff's Office Division of Emergency Management (WCSO-DEM) to:

1. Fund a part-time temporary Volunteer Coordinator who will work with WCSO-DEM staff in managing volunteer resources during the COVID-19 response, and
2. Purchase 800MHz radios to enhance interoperable communications in support of COVID-19 response.

1b. Primary customers:

Local emergency management, partner agencies, and the residents of Whatcom County.

2. Problem to be solved:

1. Since mid-March 2020, Whatcom County has seen a significant increase in the demand for volunteers, both registered emergency workers and temporary emergency workers, to support the COVID-19 response. A part-time temporary Volunteer Coordinator is needed to support WCSO-DEM staff with the increased complexity of managing these volunteers during the COVID-19 response. This position has been approved by Human Resources and the County Executive.
2. An 800-MHz radio frequency with available capacity has been identified and is available to support COVID-19 radio operations. These 800MHz radios will provide interoperable communications between Whatcom Unified Command and the Health Department, medical surge and testing sites, isolation/quarantine facilities, and other partner agencies and jurisdictions.

3a. Options / Advantages:

20EMPG-S funds have been awarded specifically for these two projects that would otherwise have to be funded with local monies or eliminated.

3b. Cost savings:

\$25,397

4a. Outcomes:

1. Volunteers will support essential and on-going COVID-19 operational activities, including Whatcom

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3087

Fund 167

Cost Center 1673520005

Originator: Frances Burkhart

Unified Command, Emergency Operations Center, PPE/medical supply warehouse and distribution system, food banks, donation center, and COVID-19 testing site.

2. Communications will be maintained between WCSO-DEM and Whatcom Unified Command and the Health Department, medical surge and testing sites, isolation/quarantine facilities, and other partner agencies and jurisdictions.

4b. Measures:

WCSO-DEM and Whatcom Unified Command will monitor program projects.

5a. Other Departments/Agencies:

Department and agency requests for volunteers will be vetted through Whatcom Unified Command.

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

N/A

6. Funding Source:

US Department of Homeland Security/FEMA FFY2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S); CFDA# 97.042.

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3088 Fund 109 Cost Center 10924 Originator: Stacy Henthorn

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

Name of Request: State Grant Civic Engagement carry over

X

Diana Bradish

7/17/20

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0031	State Elections Grant	(\$12,083)
	6810	Advertising	\$12,083
	Request Total		\$0

1a. Description of request:

Whatcom County received a grant from the state for civic engagement. This grant is to fund voter outreach and advertising in order to educate voters about improvements in regard to state Election Laws that will impact the 2019 and 2020 elections. Funds would be used for media advertising (print, radio, and social media), brochures, posters and similar materials. We anticipated the media campaign would be completed by the end of 2019. However, a multi-county campaign was delayed until 2020 so funds were carried over.

1b. Primary customers:

Voters of Whatcom County

2. Problem to be solved:

The Washington State Legislature appropriated funds and mandated that the Office of the Secretary of State and County Auditor collaborate to increase voter participation and educate voters.

3a. Options / Advantages:

There are no other options.

3b. Cost savings:

There are no cost savings.

4a. Outcomes:

Printing of materials will be completed by the end of the year, and a contract for media services will be executed for advertisements over a period of months leading up to the 2020 Presidential election.

4b. Measures:

The print materials will be distributed and the media ads will take place.

5a. Other Departments/Agencies:

None

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

None

6. Funding Source:

State grant funds

Friday, July 17, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3089

Fund 109

Cost Center 10925

Originator: Stacy Henthorn

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

Name of Request: Ballot Drop Boxes

X

Diana Bradwell

7/17/20

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.9041	HAVA Election Security	(\$13,487)
	6510	Tools & Equip	\$13,487
	Request Total		\$0

1a. Description of request:

Purchase and install two large ballot drop boxes with skins, and heavy duty locks. The two new ballot drop boxes will be installed at two existing locations and then those medium ballot drop boxes will be moved to locations with small ballot drop boxes.

1b. Primary customers:

Voters of Whatcom County

2. Problem to be solved:

Of the 18 drop boxes located in Whatcom County, 4 of them are inadequate in size for large elections. This has resulted in numerous calls during the elections that the box is overflowing causing significant security risk for ballots deposited. Despite increasing pick-up times at certain locations, we have still found the boxes inadequate during high turnout. This project will procure and install large drop boxes in two locations, and the medium boxes from those locations will be moved to replace two small boxes.

3a. Options / Advantages:

Replacing the current ballot drop box from medium to large size will result in better security and better use of elections resources.

3b. Cost savings:

None

4a. Outcomes:

The two replaced ballot drop boxes will not overflow causing a security issue along with an unscheduled pickup.

4b. Measures:

Ballot drop boxes around Whatcom County will be of adequate size to hold ballots dropped at these locations preventing overflowing issues.

5a. Other Departments/Agencies:

No.

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

AS-Facilities will assist with contractual work for ground installation.

6. Funding Source:

2020 HAVA Election Security Grant.

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3090

Fund 109

Cost Center 10925

Originator: Stacy Henthorn

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: HAVA Grant Ballot Sorter Partial Payment

X

Diane Bradiech

7/20/20

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.9041	HAVA Election Security	(\$30,000)
	7410	Equipment-Capital Outlay	\$30,000
	Request Total		\$0

1a. Description of request:

The County Council previously approved a Supplemental Budget Request in the amount of \$286,098 for a ballot sorter for elections to be paid for from a Federal CARES grant.

We have approval from the state to allocate \$30,000 from the 2020 HAVA Election Security Grant to pay for a portion of the ballot sorter due to security issues with an old operating system. This request will pay for delivery charges not included in the original cost estimate and free up money in the CARES grant for a faster ballot scanner for COVID mitigation in elections. This request does not increase the cost of the sorter.

1b. Primary customers:

Voters and staff working in Elections.

2. Problem to be solved:

Whatcom County received a HAVA Election Security Grant to address security concerns identified by the Secretary of State's office. It was discovered the current mail ballot sorter was operating on an outdated Windows platform with no plans of updating. Purchasing a new ballot sorter solved the outdated Windows platform issue reducing a potential security risk. We also need to cover shipping/delivery charges not in the original cost estimate. In addition we are trying to address as many solutions for COVID mitigation in the elections process, and this will free up funding in the CARES grant to purchase a faster ballot scanner to reduce handling of potentially contaminated records and reduce the amount of time staff spend working in close proximity.

3a. Options / Advantages:

There are no other options.

3b. Cost savings:

None

4a. Outcomes:

The procurement and implementation of a new ballot sorter for use by the November 3, 2020 election.

4b. Measures:

The system in place and operating..

5a. Other Departments/Agencies:

The installation will need to be done in coordination with the county IT department and integrated with the State VoteWA voter registration/EIMS system.

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

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3090

Fund 109

Cost Center 10925

Originator: Stacy Henthorn

Perry Rice will help coordinate the initial installation, Stuart Holms at the Secretary of State's office will ensure integration with VoteWA.

6. Funding Source:

2020 HAVA Election Security Grant.

AB2020 - 316



THE BELLINGHAM HERALD

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PQ	Amount	Cols	Depth
450919	0004722188	COUNCIL ACTION PROPOSED The Whatcom C	904750P	\$54.04	1	3.11 In

Attention: NaDean Hanson

WHATCOM CO COUNCIL
311 GRAND AVE STE 105
BELLINGHAM, WA 982254038

COUNCIL ACTION PROPOSED

The Whatcom County Council will consider adopting and may amend the following at its September 15, 2020, meeting or at a later date:

ORDINANCE AMENDMENT NO. 16 OF THE 2020 BUDGET

(AB2020-316): This ordinance amends the Budget in the amount of \$987,509. Included therein: Opportunity Council Public Services \$131,227; Auditor, drop boxes, ballot sorter \$55,570; Homeless Housing Fund \$775,315; Emergency Management COVID-19 \$25,397. This ordinance was introduced on August 5, 2020.

Dated August 6

WHATCOM COUNTY COUNCIL,
WHATCOM COUNTY, WASHINGTON
Council and FCZDBOS Chair Barry Buchanan
Clerk of the Council Dana Brown-Davis

AB2020 -316

VICTORIA RODELA, being duly sworn, deposes and says: That he/she is the Principal Clerk of The Bellingham Herald, a daily newspaper printed and published in Bellingham, Whatcom County, State of Washington, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of six months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The Bellingham Herald, as amended, for:

1 Insertions

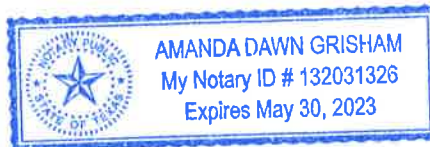
Published On:
August 09, 2020

V Rodela

(Principal Clerk)

Subscribed and sworn on this 10th day of August in the year of 2020 before me, a Notary Public, personally appeared before me Victoria Rodela known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

Amanda Dawn Grisham



Notary Public in and for the state of Texas, residing in Dallas County

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-376

File ID:	AB2020-376	Version:	1	Status:	Agenda Ready
File Created:	09/08/2020	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:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Commerce for funding to develop and expand shelter programs, in the amount of \$1,194,211

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, WA State Department of Commerce Shelter Program Grant



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Washington State Department of Commerce – Shelter Program Grant

DATE: September 8, 2020

Enclosed is one (1) original of an Interlocal Agreement between Whatcom County and the Washington State Department of Commerce for your review and signature.

- **Background and Purpose**

The Washington State Department of Commerce Shelter Program Grant funds equitable and creative approaches to develop or expand shelter programs and bring people inside with the goal of exiting participants to permanent and positive outcomes quickly.

- **Funding Amount and Source**

This contract provides \$1,194,211 in funding through June 30, 2023 from the Washington State Department of Commerce. 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 / 855040 Housing Program		
Contract or Grant Administrator:	Barbara Johnson-Vinna		
Contractor's / Agency Name:	Washington State Department of Commerce		
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, grantor agency contract number(s): 21-4610C-120 CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract Cost Center: _____</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____</p> <p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000.</p> <p><input type="checkbox"/> Contract work is for less than 120 days.</p> <p><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</p> <p><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><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>\$ 1,194,211</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. 	
<p>Summary of Scope: This grant provides funding to develop or expand shelter programs with the goal of exiting participants to permanent and positive outcomes, quickly.</p>			
Term of Contract: 35 Months		Expiration Date: 06/30/2023	

Contract Routing:	1. Prepared by: JT	Date: 09/01/2020
	2. Attorney signoff: RB	Date: 09/08/2020
	3. AS Finance reviewed: M Caldwell	Date: 09/08/2020
	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: _____



Interagency Agreement with

Whatcom County Health Department

through

Community Services and Housing Division
Housing Assistance Unit

Shelter Program Grant

Start date: August 1, 2020

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Attachment A, Scope of Work

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FACE SHEET

Contract Number: 21-4610C-120

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Shelter Program Grant

1. Contractor Whatcom County Health Department 509 Girard Street Bellingham, Washington 98225		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Ann Beck Housing Program Specialist 360-778-6055 Abeck@co.whatcom.wa.us		4. COMMERCE Representative Sarah Harrison Grant Manager 360-725-5073 Sarah.harrison@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$1,194,211	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date August 1, 2020	8. End Date June 30, 2023
9. Federal Funds (as applicable) N/A	Federal Agency: N/A	CFDA Number N/A	
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # 91-6001383	12. UBI # 371-010-246	13. DUNS # N/A
14. Contract Purpose The Shelter Program Grant funds equitable and creative approaches to develop or expand shelter programs and bring people inside with the goal of exiting participants to permanent and positive outcomes quickly.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget and Shelter Program Grant Guidelines.			
FOR CONTRACTOR _____ Printed Name, title _____ Signature _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

Approved by email AD/JT
Anne Deacon, Human Services Manager

09/04/2020

Date

WHATCOM COUNTY

SATPAL SIDHU
County Executive

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

On this _____ day of _____, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

My Commission expires:_____

APPROVED AS TO FORM

Approved by RB/JT

 Royce Buckingham, Deputy Prosecuting Attorney

09/08/2020

Date

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

4. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed the Contract amount listed on the Face Sheet.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

When requesting reimbursement for expenditures made, Grantee shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

6. INSURANCE

Local Government Self-Insured/Liability Pool or Self-Insured Risk Management Program

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

7. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Shelter Program Grant Guidelines

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Whatcom County Health Department (Grantee) commits to implementing a shelter program that uses equitable and creative approaches to bring people inside with the goal of exiting residents to permanent housing quickly as described in Grantee's application for Shelter Program funds.

A. Program Description

1. Overview

- a. The Lighthouse Mission Ministries operates Base Camp shelter in a property leased by the City of Bellingham.
- b. The Base Camp program targets single adults experiencing homelessness while occasionally accommodating families if space is available.
- c. The program will add 110 new beds.
- d. Whatcom County will issue an RFP for additional new shelter units and beds for target subpopulations experiencing homelessness and/or fleeing DV, such as families with children, seniors with disabilities, singles and families fleeing DV, and youth/young adults. This Scope of Work will be updated with the new projects once they are identified.
- e. New shelter beds for base camp were occupied July 17, 2020. The RFP for additional beds will be released by August 5, 2020 and contracts in place by October 1, 2020. The plan is to have all new shelter beds, other than Base Camp, available for use by December 1, 2020.

2. Facility Type

- a. Base Camp will operate a drop-in/night by night, 24/7 emergency shelter.
- b. The shelter is located in downtown Bellingham, WA.

1530 Cornwall Ave
Bellingham, WA 98225
- c. Amenities include three free meals daily; showers and public restrooms.

3. Racial Equity

- a. Base Camp will implement strategies to prevent racial inequities in who is served and program outcomes.
- b. The RFP will seek specific plans on how applicants intend to address disparities and inequities in the system.
- c. Whatcom County will offer guidance and training specific to issues that are identified.

4. Housing Focused Services

- a. Base Camp offers space for housing partners in the community to meet with clients to provide housing case management to residents that is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining and maintaining housing.
- b. Base Camp and the housing system partners will connect shelter residents to mainstream services including but not limited to behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing:

5. Diversion and Problem Solving

- a. Base Camp will utilize problem-solving conversations to divert households from entering the shelter or utilizing crisis response system services longer term.
- b. Base Camp will link to other program providers throughout the county who specialize in determining the housing needs of people seeking services.

6. Outreach

- a. Outreach staff, including Base Camp staff, will make contact with people living unsheltered and will advise them of the option of the Base Camp program.
- b. Base Camp staff will provide outreach to the surrounding community and those experiencing homelessness as well as partner with current outreach teams in the community.

7. Coordinated Entry Partnership

- a. The Base Camp Shelter program will not fill program openings through coordinated entry because it is a low-barrier, drop-in shelter.

People seeking shelter/housing through the Whatcom Coordinated Entry Program are referred to Base Camp as a temporary and immediate solution for unsheltered homelessness while awaiting longer-term housing solutions.

- b. Other programs receiving funding through this grant through the RFP process will be CE participants as a requirement by the RFP, unless operating as a low-barrier drop-in shelter. Referrals will be made to the appropriate shelter program by CE by order of eligibility of those on the Housing Pool as openings occur.

8. Administration

- a. Grantee will submit the following monthly deliverables with completeness, timeliness, accuracy and consistency.
- b. Invoice and Voucher Detail Worksheet for reimbursement (Guidelines: Fiscal Administration).

- c. Grantee commit to reporting complete, quality data that is timely, truthful and accurate. (Guidelines: Requirements of all Lead Grantees and Subgrantees Providing Direct Service and HMIS User Agreement).
- d. Grantee shall comply with all of the requirements, policies and procedures in the Shelter Program Grant Guidelines.

B. Performance

1. Requirements

- a. Projects are not required to meet or make progress toward performance targets as a condition of funding for the current contract period. Project performance data will impact community and state level performance measures.
- b. Grantee(s) should aim to improve the housing outcomes of Shelter Program participants. For each intervention type funded by the Shelter Program, grantees should adopt the following performance goals:

Intervention Type	Performance Goal	HMIS Calculation	Performance Target ¹
Emergency Shelter	Increase Percent Exits to Permanent Housing	Of people in the ES project who exited, those who exited to permanent housing destinations	50%
Drop-in Emergency Shelter ²	Increase Percent Exits to Positive Outcomes	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter Site ³	Increase Percent Exits to Positive Outcomes	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%
All	Reduce Average Length of Stay	Of the people active in the project, the days homeless as measured by each client's start, exit and bed night dates strictly as entered into HMIS.	Not established

2. Equitable Access and Housing Outcomes

- a. Grantee should ensure equitable access to Shelter Program and equitable housing outcomes of Shelter Program participants.

Equitable access means that the race and ethnicity of people entering the Shelter Program are similar to the community demographics. Equitable access is measured by

¹ The target is the level of desirable performance and is an indicator of a high performing project.

² Drop-in Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.

³ A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites, or hosted encampments are examples of Temporary Shelter Sites.

comparing the percent of people in poverty by race and ethnicity to the percent of people entering the Shelter Program by race and ethnicity.

- b. Equitable housing outcomes means that the outcomes of the Shelter Program participants should be similar, regardless of race or ethnicity.

3. Exit Destinations

Exit Destinations Options	Positive Outcome: The following destinations are considered Positive exits from Drop-in ES and Temporary Shelter Sites	Permanent Housing: The following destinations are considered Permanent exits from Emergency Shelters
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	Positive Outcome	Negative Outcome
Foster Care home or foster care group home	Positive Outcome	Negative Outcome
Hospital or other residential non-psychiatric medical facility	Removed from denominator	Removed from denominator
Hotel or Motel paid for without emergency shelter voucher	Positive Outcome	Negative Outcome
Jail, prison or juvenile detention facility	Negative Outcome	Negative Outcome
Moved from one HOPWA funded project to HOPWA TH	Positive Outcome	Negative Outcome
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	Negative Outcome	Negative Outcome
Psychiatric hospital or other psychiatric facility	Positive Outcome	Negative Outcome
Residential project or halfway house with no homeless criteria	Removed from denominator	Negative Outcome
Safe Haven	Positive Outcome	Negative Outcome
Staying or living with family, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Substance abuse treatment facility or detox center	Positive Outcome	Negative Outcome
Transitional housing for homeless persons (including homeless youth)	Positive Outcome	Negative Outcome

Long-term care facility or nursing home	Positive Outcome	Removed from denominator
Host Home (non-crisis)	Positive Outcome	Permanent Housing
Moved from one HOPWA funded project to HOPWA PH	Positive Outcome	Permanent Housing
Owned by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Owned by client, with ongoing housing subsidy	Positive Outcome	Permanent Housing
Permanent housing (other than RRH) for formerly homeless persons	Positive Outcome	Permanent Housing
Rental by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with GPD TIP housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with other ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with VASH housing subsidy	Positive Outcome	Permanent Housing
Staying or living with family, permanent tenure	Positive Outcome	Permanent Housing
Staying or living with friends, permanent tenure	Positive Outcome	Permanent Housing
Rental by client, with RRH or equivalent subsidy	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Deceased	Removed from denominator	Removed from denominator
Client doesn't know	Unknown / Negative Outcome	Unknown / Negative Outcome
Client refused	Unknown / Negative Outcome	Unknown / Negative Outcome
Data not collected	Unknown / Negative Outcome	Unknown / Negative Outcome
No exit interview completed	Unknown / Negative Outcome	Unknown / Negative Outcome

Other	Unknown / Negative Outcome	Unknown / Negative Outcome
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Budget
August 1, 2020-June 30, 2023

Participating Jurisdictions	Amount Dedicated
Whatcom County	\$612,835
Bellingham	\$581,376
Grant Total	\$1,194,211

Shelter Program A, Lighthouse Mission “Base Camp” Shelter

Budget Category	Amount
Pre-Occupancy <i>Up to \$10,000 per bed prior to occupancy</i>	\$250,000
Post-Occupancy Operations <i>Up to \$56 per day per net additional bed</i>	\$480,512

Shelter Program B, TBD

Budget Category	Amount
Pre-Occupancy <i>Up to \$10,000 per bed prior to occupancy</i>	\$79,699
Post-Occupancy Operations <i>Up to \$56 per day per net additional bed</i>	\$384,000



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-335

File ID:	AB2020-335	Version:	1	Status:	Agenda Ready
File Created:	08/03/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/15/2020	Enactment #:			

Primary Contact Email: sbatdorf@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 Skagit County Sheriff's Office for use of the Plantation Rifle Range to train personnel, in the amount of \$15,134.81

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This interlocal agreement allows the Skagit County Sheriff's office to use the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel, generating \$15,134.81 in use fees and taxes for Whatcom County.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memorandum, Interlocal Agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane, Director

DATE: August 3, 2020

RE: Plantation Rifle Range Use Agreement – Skagit County Sheriff's Office

Enclosed is the Interlocal Cooperative Agreement between Whatcom County Parks & Recreation and Skagit County Sheriff's Office for use of the Plantation Rifle Range to provide firearms qualifications for commissioned and non-commissioned personnel.

Whatcom County Parks & Recreation has had a collaborative agreement with the Skagit County Sheriff's Office for use of the Range to train their personnel for several years. This Interlocal Cooperative Agreement generates \$15,134.81 in budgeted revenue for Whatcom County and outlines the terms and conditions for use of the Range.

Please feel free to contact Christ Thomsen, Parks Operation Manager at extension 5865 if you have any additional questions or concerns.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	Parks / M&O / Plantation Rifle Range
Contract or Grant Administrator:	Christ Thomsen
Contractor's / Agency Name:	Skagit County Sheriff Department
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 6335	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 15,134.81 This Amendment Amount: \$ _____ Total Amended Amount: \$ 15,134.81	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 Agreement between Whatcom County Parks & Recreation and Skagit County Sheriff Department for use of the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel. Generates \$15,134.81 in use fees and taxes for the County.	
Term of Contract: 1 year	Expiration Date: December 31, 2020

Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 3/26/2020
	2. Attorney signoff: Brandon Waldron	Date: 4/1/2020
	3. AS Finance reviewed: [Signature]	Date: 6/30/20
	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:

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

WHATCOM COUNTY (PARKS & RECREATION)

AND THE SKAGIT COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and Skagit County Sheriff's Office (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

1. PURPOSE:

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

2. RESPONSIBILITIES

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

CONTRACTING ENTITY RESPONSIBILITIES:

A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to

a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.

- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
- D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods. Should any member violate the rules of the Range or safety rules, such member shall be immediately prohibited from further use of the Range that day and may not be allowed further use until such time the member is appropriately trained and the Contracting Entity feels assured that no further Range or safety rules will be violated by that member.
- E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
- H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times, including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.
- I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
- J. The Contracting Entity and its participants must comply with all Federal, State and local laws.
- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.
- L. No minors are allowed to be present at the Range during exclusive use.

- M. The Contracting Entity shall pay all costs associated with damage, destruction, or loss to the County at the Facilities as a result of the Contracting Entity's use and/or presence at the Range.

USE OF THE RANGE

- A. The Contracting Entity shall have exclusive use of the Range in the year 2020 for Twenty-One (21) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives.

This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.

- B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:

- Be during periods when the Range is normally scheduled to be opened to the general public;
- Be subject to all rules and conditions of use by the general public except for payment of fees;
- Not interfere with normal, customary use of the Range;
- The use is for practice and training as an officer.
- Does not include supplies or Trap Range use.
- Rights or use under this Agreement is not extended to Contracting Entity's family or friends.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020.

4. MANNER OF FINANCING:

- A. Contracting Entity shall pay a fee of Fifteen Thousand One Hundred Thirty-Four Dollars and Eighty-One Cents (\$15,134.81).

21 Days	@ \$590.95 per day	= \$ 12,409.95(includes tax)
114 Officers	@ \$18.99 per officer	= \$ 2,164.86 (includes tax)
	Storage Unit	= \$ 560.00
	Total	= \$ 15,134.81

- B. The payment shall be due on or before sixty days after executed contract. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual Twenty-One (21) day period shall be due within 30 days from approved contract.

5. ADMINISTRATION:

The following individuals are designated as representatives of the respective parties. The representatives shall be 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.

5.1 The Contracting Entity's representative shall be Sergeant Greg Adams , (360) 661-4016, grega@co.skagit.wa.us.

5.2 Whatcom County's representative shall be Ryan Laureau, (or Designee) Regional Park Supervisor (360) 676-9770, RLaureau@co.whatcom.wa.us .

6. TREATMENT OF ASSETS AND PROPERTY:

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION:

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

8. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

9. TERMINATION:

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

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

10. EXTENSION:

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

11. SEVERABILITY:

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

12. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16 day of December, 2019.

Attest:

Dinda Hammer
Clerk of the Board

**Board of County Commissioners
Skagit County, Washington**

Lisa Janicki
Lisa Janicki, Chair

Recommended:

Don McDermott
Department Head

Ron Wesen
Ron Wesen, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Approved as to form:

Erik Pedersen 12/9/19
Civil Deputy Prosecuting Attorney
Erik Pedersen

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director

Satpal Sidhu, County Executive

Given under my hand and official seal this _____ day of _____, 20__.

Michael McFarlane, Director

67



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-336

File ID:	AB2020-336	Version:	1	Status:	Agenda Ready
File Created:	08/05/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/15/2020	Enactment #:			

Primary Contact Email: sbatdorf@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 Marysville Police Department for use of the Plantation Rifle Range to train personnel, in the amount of \$12,716.30

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This interlocal agreement allows the Marysville Police Department to use the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel, generating \$12,716.30 in use fees and taxes for Whatcom County.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memorandum, Interlocal Agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane, Director

DATE: August 3, 2020

RE: Plantation Rifle Range Use Agreement – Marysville Police Department

Enclosed is the Interlocal Cooperative Agreement between Whatcom County Parks & Recreation and Marysville Police Department for use of the Plantation Rifle Range to provide firearms qualifications for commissioned and non-commissioned personnel.

Whatcom County Parks & Recreation has had a collaborative agreement with Marysville Police Department for use of the Range to train their personnel for several years. This Interlocal Cooperative Agreement generates \$12,716.30 in budgeted revenue for Whatcom County and outlines the terms and conditions for use of the Range.

Please feel free to contact Christ Thomsen, Parks Operation Manager at extension 5865 if you have any additional questions or concerns.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	Parks / M&O / Plantation Rifle Range
Contract or Grant Administrator:	Christ Thomsen
Contractor's / Agency Name:	Marysville Police Department
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 6335	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 12,716.30 This Amendment Amount: \$ _____ Total Amended Amount: \$ 12,716.30	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 Agreement between Whatcom County Parks & Recreation and Marysville Police Department for use of the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel. Generates \$12,716.30 in use fees and taxes for the County.	
Term of Contract: 1 year	Expiration Date: December 31, 2020

Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 3/26/2020
	2. Attorney signoff: Brandon Waldron	Date: 4/1/2020
	3. AS Finance reviewed: [Signature]	Date: 5/15/2020
	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: _____

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

WHATCOM COUNTY (PARKS & RECREATION)

AND CITY OF MARYSVILLE POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and City of Marysville Police Department (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

1. PURPOSE:

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

2. RESPONSIBILITIES

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

CONTRACTING ENTITY RESPONSIBILITIES:

- A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to

a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.

- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
- D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods. Should any member violate the rules of the Range or safety rules, such member shall be immediately prohibited from further use of the Range that day and may not be allowed further use until such time the member is appropriately trained and the Contracting Entity feels assured that no further Range or safety rules will be violated by that member.
- E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
- H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times, including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.
- I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
- J. The Contracting Entity and its participants must comply with all Federal, State and local laws.
- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.
- L. No minors are allowed to be present at the Range during exclusive use.

- M. The Contracting Entity shall pay all costs associated with damage, destruction, or loss to the County at the Facilities as a result of the Contracting Entity's use and/or presence at the Range.

USE OF THE RANGE

- A. The Contracting Entity shall have exclusive use of the Range in the year 2020 for Eighteen (18) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives. This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.
- B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:
- Be during periods when the Range is normally scheduled to be opened to the general public;
 - Be subject to all rules and conditions of use by the general public except for payment of fees;
 - Not interfere with normal, customary use of the Range;
 - The use is for practice and training as an officer.
 - Does not include supplies or Trap Range use.
 - Rights or use under this Agreement is not extended to Contracting Entity's family or friends.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020.

4. MANNER OF FINANCING:

- A. Contracting Entity shall pay a fee of Twelve Thousand, Seven Hundred Sixteen Dollars and Thirty Cents (\$12,716.30).

18 Days	@ \$590.95 per day	= \$ 10,637.10(includes tax)
80 Officers	@ \$18.99 per officer	= \$ 1,519.20 (includes tax)
	Storage Unit	= \$ <u>560.00</u>
	Total	= \$ 12,716.30

- B. The payment shall be due on or before sixty days of signed contract. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual Eighteen (18) day period shall be due within 30 days from approved contract.

5. ADMINISTRATION:

The following individuals are designated as representatives of the respective parties. The representatives shall be 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.

5.1 The Contracting Entity's representative shall be Officer Dan Vinson, (425) 754-8338, DVinson@Marysvillewa.gov.

5.2 Whatcom County's representative shall be Ryan Laureau, (or Designee) Regional Park Supervisor (360) 676-9770, RLaureau@co.whatcom.wa.us.

6. TREATMENT OF ASSETS AND PROPERTY:

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION:

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

8. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

9. TERMINATION:

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

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

10. EXTENSION:

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

11. SEVERABILITY:

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

12. ENTIRE AGREEMENT:

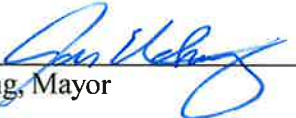
This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

APPROVED:


Marysville Police Department

Dated this 13 day of January, 2020



Jon Nehring, Mayor

APPROVED AS TO FORM:



Contracting Entity, Attorney

Contracting Entity Chief and Representative: APPROVAL:

Satpal Sidhu, County Executive

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: _____

Michael McFarlane, Director

Page 6 of 6



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-337

File ID:	AB2020-337	Version:	1	Status:	Agenda Ready
File Created:	08/05/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/15/2020	Enactment #:			

Primary Contact Email: Sbatdorf@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 Bellingham Police Department for use of the Plantation Rifle Range to train personnel, in the amount of \$26,476.80

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This interlocal agreement allows the Bellingham Police Department to use the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel, generating \$26,476.80 in use fees and taxes for Whatcom County.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memorandum, Interlocal Agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane, Director

DATE: August 3, 2020

RE: Plantation Rifle Range Use Agreement – Bellingham Police Department

Enclosed is the Interlocal Cooperative Agreement between Whatcom County Parks & Recreation and the Bellingham Police Department for use of the Plantation Rifle Range to provide firearms qualifications for commissioned and non-commissioned personnel.

Whatcom County Parks & Recreation has had a collaborative agreement with the Bellingham Police Department for use of the Range to train their personnel for several years. This Interlocal Cooperative Agreement generates \$26,476.80 in budgeted revenue for Whatcom County and outlines the terms and conditions for use of the Range.

Please feel free to contact Christ Thomsen, Parks Operation Manager at extension 5865 if you have any additional questions or concerns.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Parks / M&O / Plantation Rifle Range
Contract or Grant Administrator:	Christ Thomsen
Contractor's / Agency Name:	Bellingham Police Department

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

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

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

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

Is this contract the result of a RFP or Bid process?
 Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Contract Cost Center: 6335

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ 26,476.80 This Amendment Amount: \$ _____ Total Amended Amount: \$ 26,476.80	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.
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Summary of Scope: Interlocal Cooperative Agreement between Whatcom County Parks & Recreation and the Bellingham Police Department for use of the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel. Generates \$26,476.80 in use fees and taxes for the County.

Term of Contract: 1 year	Expiration Date: December 31, 2020
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Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 3/26/2020
	2. Attorney signoff: Brandon Waldron	Date: 4/1/2020
	3. AS Finance reviewed: <i>Bennett</i>	Date: 7/6/20
	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: _____

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

WHATCOM COUNTY (PARKS & RECREATION)

AND CITY OF BELLINGHAM POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and City of Bellingham Police Department (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

1. PURPOSE:

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

2. RESPONSIBILITIES

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

CONTRACTING ENTITY RESPONSIBILITIES:

A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to

a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.

- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
- D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods. Should any member violate the rules of the Range or safety rules, such member shall be immediately prohibited from further use of the Range that day and may not be allowed further use until such time the member is appropriately trained and the Contracting Entity feels assured that no further Range or safety rules will be violated by that member.
- E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
- H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times, including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.
- I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
- J. The Contracting Entity and its participants must comply with all Federal, State and local laws.
- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.
- L. No minors are allowed to be present at the Range during exclusive use.

- M. The Contracting Entity shall pay all costs associated with damage, destruction, or loss to the County at the Facilities as a result of the Contracting Entity's use and/or presence at the Range.

USE OF THE RANGE

- A. The Contracting Entity shall have exclusive use of the Range in the year 2020 for Forty (40) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives.

This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.

- B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:

- Be during periods when the Range is normally scheduled to be opened to the general public;
- Be subject to all rules and conditions of use by the general public except for payment of fees;
- Not interfere with normal, customary use of the Range;
- The use is for practice and training as an officer.
- Does not include supplies or Trap Range use.
- Rights or use under this Agreement is not extended to Contracting Entity's family or friends.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020.

4. MANNER OF FINANCING:

- A. Contracting Entity shall pay a fee of Twenty-Six Thousand, Four Hundred Seventy-Six Dollars and Eighty Cents (\$26,476.80).

40 Days	@ \$590.95 per day	= \$	23,638.00 (includes tax)
120 Officers	@ \$18.99 per officer	= \$	2,278.80 (includes tax)
	Storage Unit	= \$	560.00
	Total	= \$	26,476.80

- B. The payment shall be due on or before sixty days of signed contract. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual Forty (40) day period shall be due within 30 days from approved contract.

5. ADMINISTRATION:

The following individuals are designated as representatives of the respective parties. The representatives shall be 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.

- 5.1 The Contracting Entity's representative shall be Officer Ryan Monogue, (360) 603-6575, RPMonogue@cob.org.

- 5.2 Whatcom County's representative shall be Ryan Laureau, (or Designee) Regional Park Supervisor (360) 676-9770, RLaureau@co.whatcom.wa.us.

6. TREATMENT OF ASSETS AND PROPERTY:

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION:

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

8. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

9. TERMINATION:

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

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

10. EXTENSION:

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

11. SEVERABILITY:

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

12. ENTIRE AGREEMENT:


This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

APPROVED:


CITY OF BELLINGHAM:

Dated this 10th day of December, 2019.


Kelli Linville, Mayor

Attest: 
Finance Department

APPROVED AS TO FORM:


Contracting Entity, Attorney

Contracting Entity Chief and Representative: APPROVAL:


Ryan Monogue 
David Doh

WHATCOM COUNTY

Satpal Sidhu, County Executive

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this ____ day of _____, 20____, before me personally appeared Satpal Sidhu ~~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
DEPARTMENT



Michael McFarlane, Director

APPROVED AS TO FORM:

Approved by email / BW
County Deputy Prosecuting Attorney



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-338

File ID:	AB2020-338	Version:	1	Status:	Agenda Ready
File Created:	08/05/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	09/15/2020	Enactment #:			

Primary Contact Email: sbatdorf@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 Anacortes Police Department for use of the Plantation Rifle Range to train personnel, in the amount of \$6,422.23

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This interlocal agreement allows the Anacortes Police Department to use the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel, generating \$6,422.23 in use fees and taxes for Whatcom County.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memorandum, Interlocal Agreement

**WHATCOM COUNTY
Parks & Recreation**

3373 Mount Baker Highway
Bellingham, WA 98226-7500



Michael G. McFarlane, Director
Christ Thomsen, Parks Operations Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane, Director

DATE: August 3, 2020

RE: Plantation Rifle Range Use Agreement – Anacortes Police Department

Enclosed is the Interlocal Cooperative Agreement between Whatcom County Parks & Recreation and Anacortes Police Department for use of the Plantation Rifle Range to provide firearms qualifications for commissioned and non-commissioned personnel.

Whatcom County Parks & Recreation has had a collaborative agreement with the Anacortes Police Department for use of the Range to train their personnel for several years. This Interlocal Cooperative Agreement generates \$6,422.23 in budgeted revenue for Whatcom County and outlines the terms and conditions for use of the Range.

Please feel free to contact Christ Thomsen, Parks Operation Manager at extension 5865 if you have any additional questions or concerns.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Parks / M&O / Plantation Rifle Range
Contract or Grant Administrator:	Christ Thomsen
Contractor's / Agency Name:	City of Anacortes

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

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

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

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

Is this contract the result of a RFP or Bid process? Contract _____
 Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: 6335

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ 6,422.23 This Amendment Amount: \$ _____ Total Amended Amount: \$ 6,422.23	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 Agreement between Whatcom County Parks & Recreation and the City of Anacortes for use of the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel. Generates \$6,422.23 in use fees and taxes for the County.

Term of Contract: 1 year	Expiration Date: December 31, 2020
--------------------------	------------------------------------

Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 3/26/2020
	2. Attorney signoff: Brandon Waldron	Date: 4/1/2020
	3. AS Finance reviewed: <i>[Signature]</i>	Date: 2/10/20
	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: _____

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WHATCOM COUNTY (PARKS & RECREATION)
AND CITY OF ANACORTES

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and City of Anacortes (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

1. PURPOSE:

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

2. RESPONSIBILITIES

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

CONTRACTING ENTITY RESPONSIBILITIES:

A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to

a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.

- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
- D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods. Should any member violate the rules of the Range or safety rules, such member shall be immediately prohibited from further use of the Range that day and may not be allowed further use until such time the member is appropriately trained and the Contracting Entity feels assured that no further Range or safety rules will be violated by that member.
- E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
- H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times, including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.
- I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
- J. The Contracting Entity and its participants must comply with all Federal, State and local laws.
- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.
- L. No minors are allowed to be present at the Range during exclusive use.

- M. The Contracting Entity shall pay all costs associated with damage, destruction, or loss to the County at the Facilities as a result of the Contracting Entity's use and/or presence at the Range.

USE OF THE RANGE

- A. The Contracting Entity shall have exclusive use of the Range in the year 2020 for ten (10) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives.

This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.

- B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:

- Be during periods when the Range is normally scheduled to be opened to the general public;
- Be subject to all rules and conditions of use by the general public except for payment of fees;
- Not interfere with normal, customary use of the Range;
- The use is for practice and training as an officer.
- Does not include supplies or Trap Range use.
- Rights or use under this Agreement is not extended to Contracting Entity's family or friends.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020.

4. MANNER OF FINANCING:

- A. Contracting Entity shall pay a fee of Six Thousand, Four Hundred Twenty-Two Dollars and Twenty-Three Cents (\$6,422.23).

10 Days	@ \$590.95 per day	= \$	5,909.50 (includes tax)
27 Officers	@ \$18.99 per officer	= \$	512.73(includes tax)
	Total	= \$	6,422.23

- B. The payment shall be due on or before sixty days of signed contract. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual Ten (10) day period shall be due within 30 days from approved contract.

5. ADMINISTRATION:

The following individuals are designated as representatives of the respective parties. The representatives shall be 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.

5.1 The Contracting Entity's representative shall be Captain Chris Fuller, (360) 293-4684, FullerC@CityofAnacortes.org.

5.2 Whatcom County's representative shall be Ryan Laureau, (or Designee) Regional Park Supervisor (360) 676-9770, RLaureau@co.whatcom.wa.us.

6. TREATMENT OF ASSETS AND PROPERTY:

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION:

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

8. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

9. TERMINATION:

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

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

10. EXTENSION:

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

11. SEVERABILITY:

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

12. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

APPROVED:

City of Anacortes

Dated this 7 day of January, 2020.


Laurie Gere, Mayor

APPROVED AS TO FORM:


Contracting Entity, Attorney

Contracting Entity Chief and Representative: APPROVAL:


Captain Chris Fuller

WHATCOM COUNTY

Satpal Sidhu, County Executive

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this ____ day of _____, 20____, before me personally appeared SATPAL SIDHU, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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
DEPARTMENT



Michael McFarlane, Director

APPROVED AS TO FORM:

Approved via email / BW
County Deputy Prosecuting Attorney



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-339

File ID:	AB2020-339	Version:	1	Status:	Agenda Ready
File Created:	08/05/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/15/2020	Enactment #:			

Primary Contact Email: Sbatdorf@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 Sedro-Woolley Police Department for use of the Plantation Rifle Range to train personnel, in the amount of \$7,414.23

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This interlocal agreement allows the Sedro-Woolley Police Department to use the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel, generating \$7,414.23 in use fees and taxes for Whatcom County.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memorandum, Interlocal Agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane, Director

DATE: August 3, 2020

RE: Plantation Rifle Range Use Agreement – Sedro-Woolley Police Department

Enclosed is the Interlocal Cooperative Agreement between Whatcom County Parks & Recreation and the Sedro-Woolley Police Department for use of the Plantation Rifle Range to provide firearms qualifications for commissioned and non-commissioned personnel.

Whatcom County Parks & Recreation has had a collaborative agreement with the Sedro-Woolley Police Department for use of the Range to train their personnel for several years. This Interlocal Cooperative Agreement generates \$7,414.23 in budgeted revenue for Whatcom County and outlines the terms and conditions for use of the Range.

Please feel free to contact Christ Thomsen, Parks Operation Manager at extension 5865 if you have any additional questions or concerns.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Parks / M&O / Plantation Rifle Range
Contract or Grant Administrator:	Christ Thomsen
Contractor's / Agency Name:	Sedro-Woolley Police Department

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

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

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

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

Is this contract the result of a RFP or Bid process? Contract _____
Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: 6335

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ 7,414.23 This Amendment Amount: \$ _____ Total Amended Amount: \$ 7,414.23	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.
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Summary of Scope: Interlocal Cooperative Agreement between Whatcom County Parks & Recreation and the Sedro-Woolley Police Department for use of the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel. Generates \$7,414.23 in use fees and taxes for the County.

Term of Contract: 1 year	Expiration Date: December 31, 2020
--------------------------	------------------------------------

Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 3/26/2020
	2. Attorney signoff: Brandon Walden	Date: 4/1/2020
	3. AS Finance reviewed: bbenett	Date: 7/10/20
	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: _____

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WHATCOM COUNTY (PARKS & RECREATION)
AND THE SEDRO-WOOLLEY POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and Sedro-Woolley Police Department (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

1. PURPOSE:

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

2. RESPONSIBILITIES

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

CONTRACTING ENTITY RESPONSIBILITIES:

- A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to

a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.

- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
- D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods. Should any member violate the rules of the Range or safety rules, such member shall be immediately prohibited from further use of the Range that day and may not be allowed further use until such time the member is appropriately trained and the Contracting Entity feels assured that no further Range or safety rules will be violated by that member.
- E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
- H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times, including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.
- I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
- J. The Contracting Entity and its participants must comply with all Federal, State and local laws.
- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.
- L. No minors are allowed to be present at the Range during exclusive use.

- M. The Contracting Entity shall pay all costs associated with damage, destruction, or loss to the County at the Facilities as a result of the Contracting Entity's use and/or presence at the Range.

USE OF THE RANGE

- A. The Contracting Entity shall have exclusive use of the Range in the year 2020 for twelve (12) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives.

This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.

- B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:

- Be during periods when the Range is normally scheduled to be opened to the general public;
- Be subject to all rules and conditions of use by the general public except for payment of fees;
- Not interfere with normal, customary use of the Range;
- The use is for practice and training as an officer.
- Does not include supplies or Trap Range use.
- Rights or use under this Agreement is not extended to Contracting Entity's family or friends.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020.

4. MANNER OF FINANCING:

- A. Contracting Entity shall pay a fee of Seven Thousand Four Hundred Fourteen Dollars and Twenty-Three Cents (\$7,414.23).

12 Days	@ \$590.95 per day	= \$	7,091.40 (includes tax)
17 Officers	@ \$18.99 per officer	= \$	322.83 (includes tax)
	Total	= \$	7414.23

- B. The payment shall be due on or before sixty days of signed contract. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual Twelve day (12) period shall be due within 30 days from approved contract.

5. ADMINISTRATION:

The following individuals are designated as representatives of the respective parties. The representatives shall be 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.

5.1 The Contracting Entity's representative shall be Officer Kerig Holmberg, (360) 855-0111, kholmberg@ci.sedro-woolley.wa.us.

5.2 Whatcom County's representative shall be Ryan Laureau, (or Designee) Regional Park Supervisor (360) 676-9770, RLaureau@co.whatcom.wa.us.

6. TREATMENT OF ASSETS AND PROPERTY:

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION:

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

8. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

9. TERMINATION:

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

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

10. EXTENSION:

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

11. SEVERABILITY:

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

12. ENTIRE AGREEMENT:

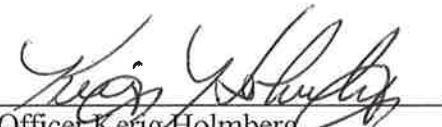
This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

APPROVED:

SEDRO-WOOLLEY POLICE DEPARTMENT

Dated this 14th day of December, 2019.



Officer Kerig Holmberg

APPROVED AS TO FORM:



Contracting Entity, Attorney

Contracting Entity Chief and Representative: APPROVAL:



William L. Tucker, Police Chief

Satpal Sidhu, County Executive

Given under my hand and official seal this _____ day of _____, 20__.

WHATCOM COUNTY PARKS & RECREATION
DEPARTMENT

Michael McFarlane, Director

103



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-342

File ID:	AB2020-342	Version:	1	Status:	Agenda Ready
File Created:	08/12/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	09/15/2020	Enactment #:			

Primary Contact Email: sbatdorf@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 Mount Vernon Police Department for use of the Plantation Rifle Range to train personnel, in the amount of \$6,783.04

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This interlocal agreement allows the Mount Vernon Police Department to use the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel, generating \$6,783.04 in use fees and taxes for Whatcom County.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memorandum, Interlocal Agreement

WHATCOM COUNTY

Parks & Recreation

3373 Mount Baker Highway
Bellingham, WA 98226-7500



Michael G. McFarlane, Director

Christ Thomsen, Parks Operations Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane, Director

DATE: August 3, 2020

RE: Plantation Rifle Range Use Agreement – Mount Vernon Police

Enclosed is the Interlocal Cooperative Agreement between Whatcom County Parks & Recreation and the Mount Vernon Police Department for use of the Plantation Rifle Range to provide firearms qualifications for commissioned and non-commissioned personnel.

Whatcom County Parks & Recreation has had a collaborative agreement with the Mount Vernon Police Department for use of the Range to train their personnel for several years. This Interlocal Cooperative Agreement generates \$6,783.04 in budgeted revenue for Whatcom County and outlines the terms and conditions for use of the Range.

Please feel free to contact Christ Thomsen, Parks Operation Manager at extension 5865 if you have any additional questions or concerns.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	Parks / M&O / Plantation Rifle Range
Contract or Grant Administrator:	Christ Thomsen
Contractor's / Agency Name:	Mount Vernon Police Department
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 6335	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 6,783.04 This Amendment Amount: \$ _____ Total Amended Amount: \$ 6,783.04	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 Agreement between Whatcom County Parks & Recreation and Mount Vernon Police Department for use of the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel. Generates \$6,783.04 in use fees and taxes for the County.	
Term of Contract: 1 year	Expiration Date: December 31, 2020

Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 8/3/2020
	2. Attorney signoff: Brandon Waldam via email	Date: 8/3/20
	3. AS Finance reviewed: bbeauch	Date: 8/10/20
	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: _____

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WHATCOM COUNTY (PARKS & RECREATION)
AND MOUNT VERNON POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and Mount Vernon Police Department (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

1. PURPOSE:

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

2. RESPONSIBILITIES

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

CONTRACTING ENTITY RESPONSIBILITIES:

- A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to

a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.

- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
- D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods. Should any member violate the rules of the Range or safety rules, such member shall be immediately prohibited from further use of the Range that day and may not be allowed further use until such time the member is appropriately trained and the Contracting Entity feels assured that no further Range or safety rules will be violated by that member.
- E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
- H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times, including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.
- I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
- J. The Contracting Entity and its participants must comply with all Federal, State and local laws.
- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.
- L. No minors are allowed to be present at the Range during exclusive use.

- M. The Contracting Entity shall pay all costs associated with damage, destruction, or loss to the County at the Facilities as a result of the Contracting Entity's use and/or presence at the Range.

USE OF THE RANGE

- A. The Contracting Entity shall have exclusive use of the Range in the year 2020 for Ten (10) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives. This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.
- B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:
- Be during periods when the Range is normally scheduled to be opened to the general public;
 - Be subject to all rules and conditions of use by the general public except for payment of fees;
 - Not interfere with normal, customary use of the Range;
 - The use is for practice and training as an officer.
 - Does not include supplies or Trap Range use.
 - Rights or use under this Agreement is not extended to Contracting Entity's family or friends.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020.

4. MANNER OF FINANCING:

- A. Contracting Entity shall pay a fee of Six Thousand, Seven Hundred Eighty-Three Dollars and Four Cents (\$6,783.04).

10 Days	@ \$590.95 per day	= \$	5,909.50 (includes tax)
46 Officers	@ \$18.99 per officer	= \$	873.54 (includes tax)
	Total	= \$	6,783.04

- B. The payment shall be due on or before sixty days of signed contract. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual Ten (10) day period shall be due within 30 days from approved contract.

5. ADMINISTRATION:

The following individuals are designated as representatives of the respective parties. The representatives shall be 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.

5.1 The Contracting Entity's representative shall be Lieutenant Mike Moore, (360) 336-6281, mikelm@mountvernonwa.gov.

5.2 Whatcom County's representative shall be Ryan Laureau, (or Designee) Regional Park Supervisor (360) 676-9770, RLaureau@co.whatcom.wa.us.

6. TREATMENT OF ASSETS AND PROPERTY:

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION:

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

8. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

9. TERMINATION:

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

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

10. EXTENSION:

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

11. SEVERABILITY:

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

12. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

APPROVED:

MOUNT VERNON POLICE:

Dated this 22 day of June, 2020



Lieutenant Mikel Moore

APPROVED AS TO FORM


MOUNT VERNON CITY ATTORNEY

APPROVED AS TO FORM:

Contracting Entity, Attorney

Contracting Entity Chief and Representative: APPROVAL:

Lieutenant Mikel Moore

WHATCOM COUNTY

Satpal Sidhu, County Executive

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this ____ day of _____, 20____, before me personally appeared Satpal Sidhu, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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
DEPARTMENT



Michael McFarlane, Director

APPROVED AS TO FORM:

Approved by email / BW
County Deputy Prosecuting Attorney



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-343

File ID:	AB2020-343	Version:	1	Status:	Agenda Ready
File Created:	08/12/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Skagit Valley College for use of the Plantation Rifle Range to train personnel, in the amount of \$22,498.85

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This interlocal agreement allows Skagit Valley College to use the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel, generating \$22,498.85 in use fees and taxes for Whatcom County.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memorandum, Interlocal Agreement

WHATCOM COUNTY

Parks & Recreation

3373 Mount Baker Highway
Bellingham, WA 98226-7500



Michael G. McFarlane, Director

Christ Thomsen, Parks Operations Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane, Director

DATE: August 3, 2020

RE: Plantation Rifle Range Use Agreement – Skagit Valley College

Enclosed is the Interlocal Cooperative Agreement between Whatcom County Parks & Recreation and the Skagit Valley College for use of the Plantation Rifle Range to provide firearms qualifications for commissioned and non-commissioned personnel.

Whatcom County Parks & Recreation has had a collaborative agreement with Skagit Valley College for use of the Range to train their personnel for several years. This Interlocal Cooperative Agreement generates \$22,498.85 in budgeted revenue for Whatcom County and outlines the terms and conditions for use of the Range.

Please feel free to contact Christ Thomsen, Parks Operation Manager at extension 5865 if you have any additional questions or concerns.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	Parks / M&O / Plantation Rifle Range
Contract or Grant Administrator:	Christ Thomsen
Contractor's / Agency Name:	Skagit Valley College
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 6335	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 22,498.85 This Amendment Amount: \$ _____ Total Amended Amount: \$ 22,498.85	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 Agreement between Whatcom County Parks & Recreation and Skagit Valley College for use of the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel. Generates \$22,498.85 in use fees and taxes for the County.	
Term of Contract: 1 year	Expiration Date: December 31, 2020

Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 8/3/2020
	2. Attorney signoff: <u>Brandon Waldron via email</u>	Date: <u>8/3/20</u>
	3. AS Finance reviewed: <u>b kennell</u>	Date: <u>8/10/20</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WHATCOM COUNTY (PARKS & RECREATION)
AND SKAGIT VALLEY COLLEGE

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and Skagit Valley College (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

1. PURPOSE:

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

2. RESPONSIBILITIES

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

CONTRACTING ENTITY RESPONSIBILITIES:

- A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to

a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.

- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
- D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods. Should any member violate the rules of the Range or safety rules, such member shall be immediately prohibited from further use of the Range that day and may not be allowed further use until such time the member is appropriately trained and the Contracting Entity feels assured that no further Range or safety rules will be violated by that member.
- E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
- H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times, including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.
- I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
- J. The Contracting Entity and its participants must comply with all Federal, State and local laws.
- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.
- L. No minors are allowed to be present at the Range during exclusive use.

- M. The Contracting Entity shall pay all costs associated with damage, destruction, or loss to the County at the Facilities as a result of the Contracting Entity's use and/or presence at the Range.

USE OF THE RANGE

- A. The Contracting Entity shall have exclusive use of the Range in the year 2020 for thirty-six (36) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives. This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.
- B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:
- Be during periods when the Range is normally scheduled to be opened to the general public;
 - Be subject to all rules and conditions of use by the general public except for payment of fees;
 - Not interfere with normal, customary use of the Range;
 - The use is for practice and training as an officer.
 - Does not include supplies or Trap Range use.
 - Rights or use under this Agreement is not extended to Contracting Entity's family or friends.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020.

4. MANNER OF FINANCING:

- A. Contracting Entity shall pay a fee of Twenty-Two Thousand, Four Hundred Ninety-Eight Dollars and Eighty-Five Cents (\$22,498.85).

36 Days	@ \$590.95 per day	= \$	21,274.20 (includes tax)
35 Officers	@ \$18.99 per officer	= \$	664.65 (includes tax)
	Storage Unit	= \$	560.00
	Total	= \$	22,498.85

- B. The payment shall be due on or before sixty days of signed contract. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual Thirty-six day (36) period shall be due within 30 days from approved contract.

5. ADMINISTRATION:

The following individuals are designated as representatives of the respective parties. The representatives shall be 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.

5.1 The Contracting Entity's representative shall be Rick Mossman, (605) 890-1985, rick.mossman@skagit.edu.

5.2 Whatcom County's representative shall be Ryan Laureau, (or Designee) Regional Park Supervisor (360) 676-9770, RLaureau@co.whatcom.wa.us.

6. TREATMENT OF ASSETS AND PROPERTY:

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION:

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

8. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

9. TERMINATION:

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

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

10. EXTENSION:

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

11. SEVERABILITY:

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

12. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

APPROVED:

SKAGIT VALLEY COLLEGE

Dated this ____ day of _____, 20__.

Ed Jaramillo,
Vice President of Administrative Services

APPROVED AS TO FORM:

Contracting Entity, Attorney

Contracting Entity Chief and Representative: APPROVAL:

Rick Mossman

_____, County Executive

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: _____

Michael McFarlane, Director

Approved by email/BW
County Deputy Prosecuting Attorney



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-349

File ID:	AB2020-349	Version:	1	Status:	Agenda Ready
File Created:	08/26/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal lease agreement between Whatcom County and the City of Bellingham for use of a County owned road and right-of-way at Boulevard Park to build a restroom building

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This lease agreement between Whatcom County and the City of Bellingham is for property located at Boulevard Park. The City currently leases the adjoining property from the County and plans to construct a new restroom facility for park purposes.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memorandum, Interlocal Lease Agreement

WHATCOM COUNTY

Parks & Recreation


3373 Mount Baker Highway
Bellingham, WA 98226-7500



Michael G. McFarlane, Director
Christ Thomsen, Parks Operations Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane, Director 

DATE: August 26, 2020

RE: **Lease for Property at Boulevard Park – City of Bellingham**

Enclosed are two copies of a lease agreement between Whatcom County and the City of Bellingham for property located at Boulevard Park. The City currently leases the adjoining property from the County and desires to construct a new restroom building for park purposes. This agreement leases the County owned road and right-of-way to the City for the building site.

This agreement will expire at the same time the existing lease expires in 2048. It is expected that at that time, a new lease will be entered into that will combine both parcels into a single agreement.

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:	City of Bellingham								
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? 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 checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency	<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency								
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).								
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.								
<input 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): \$ <u>N/A</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 								
Summary of Scope: Agreement to lease a portion of County owned property at Boulevard Park to the City of Bellingham for purposes to construct a new park restroom building.									
Term of Contract: 28 years Expiration Date: August 15th, 2048									

Contract Routing:	1. Prepared by: Michael McFarlane	Date: 8/11/20
	2. Attorney signoff: <u>BW</u>	Date: 8/12/2020
	3. AS Finance reviewed: <u>Bennett</u>	Date: 8/20/2020
	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: _____

LEASE

THIS LAND LEASE ("Lease") is entered into this _____ day of _____, 2020 between **WHATCOM COUNTY** ("County"), a municipal corporation of the State of Washington, and the **CITY OF BELLINGHAM**, a municipal corporation of the State of Washington ("City").

RECITALS

WHEREAS, the City owns certain property along the waterfront of the City ("City Property"), generally located below and west of South State Street, which it has developed into a public park ("Boulevard Park");

WHEREAS, the City Property is depicted in Exhibit A;

WHEREAS, the County owns certain property along the same waterfront ("County Property"), which it acquired for park purposes;

WHEREAS, the County Property is depicted in Exhibit A;

WHEREAS, in August 1978, the County leased the County Property to the City on a long-term basis, so the City could incorporate the County Property into Boulevard Park;

WHEREAS, the City's Boulevard Park now includes both the City and the County Properties;

WHEREAS, the restrooms installed by the City on City Property at the north end of Boulevard Park have failed and cannot be repaired;

WHEREAS, the City needs to construct additional public restrooms to accommodate visitors to Boulevard Park; and

WHEREAS, the City and County agree that the City can lease the western half of the Bayview Drive right of way abutting the County Property to the right of way centerline, as depicted in Exhibit A ("Land" or "Leased Area"), to construct and operate the additional public restrooms for Boulevard Park ("Restrooms");

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. EXHIBITS

Exhibit A – Depiction of Boulevard Park

Exhibit B – Depiction of Public Restrooms

2. LEASE OF LAND

In consideration of the covenants and conditions set forth below, the County leases the Land to the City for the construction, operation, and maintenance of the Restrooms for the term and on the conditions contained herein.

3. CITY'S CONSTRUCTION

3.1 Construction of City's Improvements. City shall be responsible for all costs of constructing the Restrooms, which are depicted in Exhibit B. The Restrooms shall be constructed by a licensed contractor (the "Contractor") in accordance with plans and specifications (the "Plans") approved by the City of Bellingham's Planning & Community Development Department. City shall cause the construction of Restrooms to be commenced, and thereafter pursued in an expeditious and diligent manner to completion. The Restrooms and related utilities may be located in the Leased Area and/or a portion of the County Property previously leased by the City.

3.2 Permits. City agrees to obtain and comply with all necessary Federal, State, and local permits for the construction, operation, and maintenance of the Restrooms.

3.3 Future Improvements. City, at its expense, shall have the right to construct future improvements to the Restrooms as City considers appropriate; provided that all design changes to the exterior appearance of City's Improvements are subject to County's approval, which shall not be unreasonably withheld. County's approval shall be given within five (5) days of receipt of written notice from the City of any change. If County fails to respond within the five-day period, the change shall be deemed approved.

3.4 Ownership of Improvements. The parties agree that during the term of this Lease and any extension thereof, the City owns the Restrooms and all fixtures and improvements thereto, and County has no ownership therein.

4. TERM/RENEWALS

4.1 Term. The term of this Lease shall be for twenty-eight years commencing on August 15th, 2020 regardless of date of execution.

4.2 Renewal Period. There is no renewal of this lease

5. RENT

City's consideration for the Lease shall be the provision of a waterfront park with Restrooms to the public, including the County's residents. City shall pay no rent to County.

6. USE/MANAGEMENT

6.1 Management of the Premises. City shall be responsible for the ongoing management of the Restrooms and Land. City recognizes that County is relying on the City to manage and maintain the Restrooms and Land in a first-class manner.

6.2 City's Responsibilities. City shall be responsible for all maintenance and repairs to the Restrooms and the Land and shall maintain same in reasonably good operating condition. City agrees not to allow conditions of waste and refuse to exist on or about the Restrooms or the Land.

7. UTILITIES.

7.1 Construction, Hookup, and Metering. City shall be responsible for the construction and hookup charges necessary to bring all utilities to the Restrooms.

7.2 Usage Charges. City shall pay the charges for all utilities used in construction and operation of the Restrooms.

8. INDEMNIFICATION

The City agrees to indemnify, defend, and hold harmless the County its officers, agents, volunteers, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs or other alternative dispute resolution costs resulting from the City's use of the Land or Restrooms during the term of the Lease, unless such claim was caused by the negligence of County.

9. TERMINATION OF LEASE

9.1 Expiration of Lease Term. Upon expiration of this Lease or any extension thereof, the Land shall immediately revert to the County, together with title to any improvements on the Land, including the Restrooms.

9.2 Default. If, in the judgment of the County, the City shall at any time fail to comply with the terms of this Lease by either failing to actively use the Land as part of the City's park system, or failing to operate and maintain the Land and Restrooms in a reasonably good state of repair and appearance, the County shall provide written notice of such failure to the City. If within 60 days of such written notice, the City fails to cure the defect in its performance, or the parties do not reach agreement on the ways and means of such a cure, this Lease shall be terminated, and the Land shall immediately revert to the County, together with title to any improvements on the Land, including the Restrooms.

9.3 Improvement of Land as Right-of-way. If at any time the City determines that the Land, which is an unimproved right of way, needs to be improved for right of way purposes, the City shall provide the County 60-days written notice of the City's decision. After the 60-day

notice, the City may remove the improvements on the Land, including the Restrooms, and improve the Land as a right of way.

10. ASSIGNMENT OF LEASE

City shall not assign or sublet this Lease without the prior written permission of County.

11. MISCELLANEOUS PROVISIONS

11.1 Laws and Regulations. City agrees to comply with all lawful rules, codes, laws and regulations in connection with its use of the Land and the use and construction of the Restrooms.

11.2 Attorney's Fees. If either the City or County commences legal proceedings against the other party to interpret or enforce any term and condition of this License, the non-prevailing party shall pay to the other party all expenses of litigation, including reasonable attorney's fees as may be fixed by the court having jurisdiction over the matter.

11.3 Governing Law and Venue. This Lease shall be governed in accordance with the laws of the State of Washington. Both parties consent to the exclusive jurisdiction of Whatcom County Superior Court in connection with any dispute arising under this Lease.

11.4 Notices. Any notice that either party desires or is required to give to the other party shall be in writing addressed to the other party at the following addresses:

<p>To City:</p> <p>Parks & Recreation Department City of Bellingham 210 Lottie Street Bellingham, WA 98225 Attn: Parks Director (360) 778-8300</p> <p>With a copy to:</p> <p>Office of the City Attorney City of Bellingham 210 Lottie Street Bellingham, WA 98225 Attn: City Attorney (360) 778-8270</p>	<p>To County:</p> <p>Whatcom County Parks & Recreation 3373 Mount Baker Highway Bellingham WA 98226</p> <p>Attn: Director Parks & Recreation (360)778-5850</p>
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Or such address as may have been specified by notifying the other party of the change of address.

Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

11.5 Modification. This Lease may not be modified, amended, or changed in any respect, except by a written instrument executed by both parties.

11.6 Recitals.

The parties agree the Recitals are true and accurate statements and are included as terms of this Lease.

CITY OF BELLINGHAM:

Mayor

Attest:

Finance Director

Approved as to Form:

Office of the City Attorney

WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive



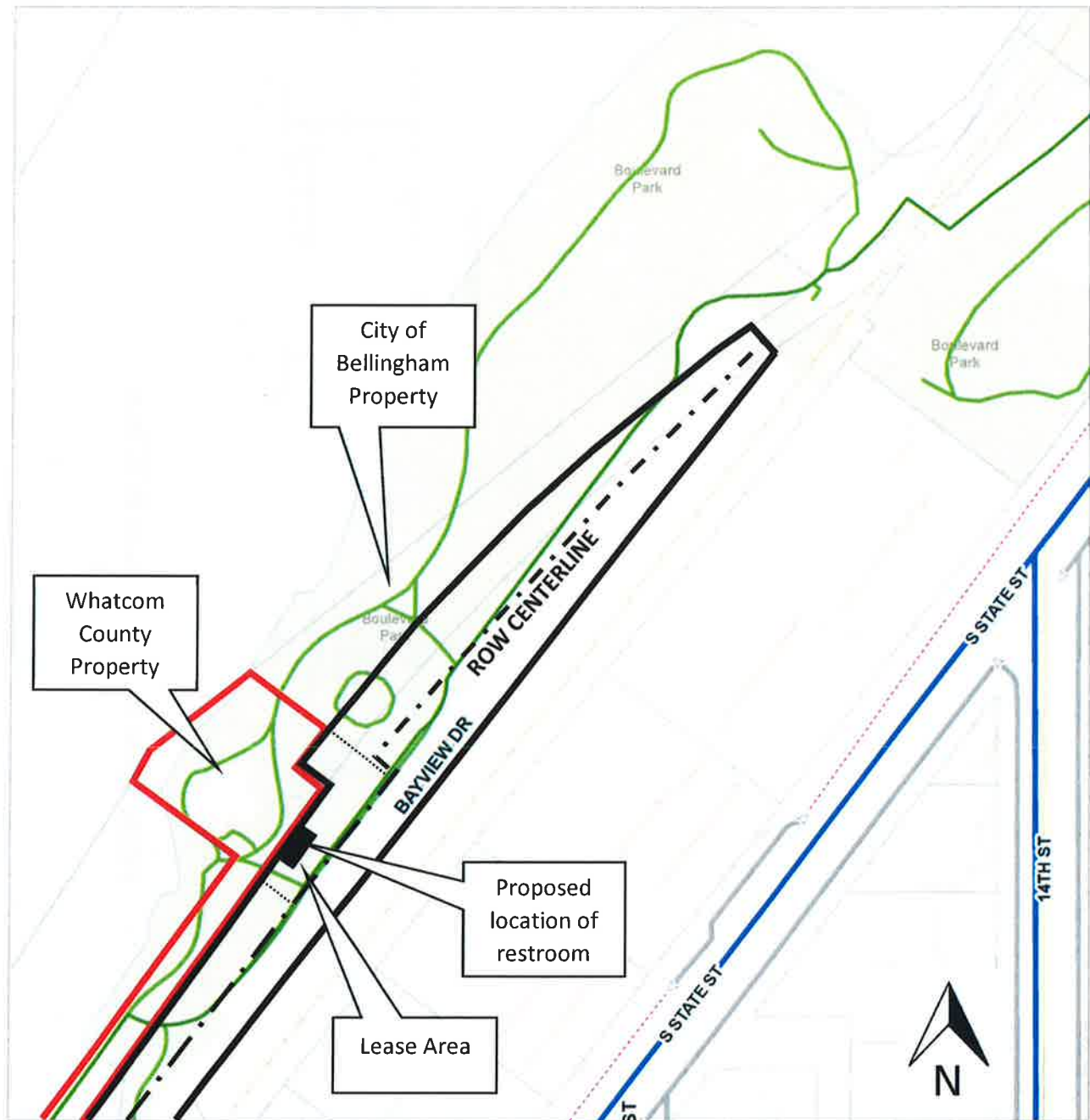
Michael McFarlane, Director
Whatcom County Parks & Recreation Dept.

Approved to Form:



Office of the Prosecuting Attorney

**EXHIBIT A
DEPICTION OF BOULEVARD PARK**





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-357

File ID:	AB2020-357	Version:	1	Status:	Agenda Ready
File Created:	08/31/2020	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Department of Ecology 2020-2021 Washington Conservation Corps Crew Agreement

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This agreement between Washington Department of Ecology and the Whatcom County Flood Control Zone District (District) provides a 6-person crew to perform habitat restoration stormwater and water quality work and is available for disaster response Total cost to the District is not to exceed \$153,520.00 The Nooksack Salmon Enhancement Association (NSEAA) is a co-sponsor under a separate agreement and will provide office and equipment space at their facility

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo-DOE Contract.pdf, DOE Contract.pdf

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**





NATURAL RESOURCES

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

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive and the
Honorable Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director 

FROM: Gary Stoyka, Natural Resources Manager 
John N. Thompson, Senior Salmon Recovery Planner

DATE: August 27, 2020

RE: **Washington Department of Ecology Agreement for 2020-2021 Washington
Conservation Corps Crew Sponsorship**

Requested Action:

Enclosed is a 2020-2021 Washington Conservation Corps Crew Agreement between the Washington Department of Ecology (Ecology) and Whatcom County Flood Control Zone District (FCZD) for your review and electronic signature.

Background and Purpose:

Public Works proposes to sponsor a 6-member Washington Conservation Corps (WCC) Crew for the 2020-2021 WCC service term (October – September). The crew will assist Public Works with salmon habitat, stormwater, and water quality monitoring and emergency response. The FCZD has sponsored a crew in whole or part with the Nooksack Salmon Enhancement Association (NSEA) since 2001. NSEA is co-sponsoring again this year under a separate agreement with Ecology and will provide office and equipment space and use of specialized tools.

Funding Amount and Source:

This is a new annual agreement with funding included in the Public Works – Natural Resource Division (169119) 2020 budget and the proposed 2021 Natural Resource budget. The agreement is not to exceed \$153,520. This is an increase of \$4,920 over the previous annual agreement.

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

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	9070 Natural Resources/907010 Natural Resources
Contract or Grant Administrator:	John N. Thompson, Sr. Planner
Contractor's / Agency Name:	Washington Department of Ecology

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

Does contract require Council Approval? ☒ Yes ☐ No ☐ If No, include WCC: _____

Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

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

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

Is this contract the result of a RFP or Bid process? ☐ Yes ☒ No ☐ If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: 169119

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

If YES, indicate exclusion(s) below:

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

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ 153,520</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope: This agreement between Washington Department of Ecology and Whatcom County Flood Control Zone District provides a 6-person crew to perform habitat restoration, stormwater, and water quality work. Nooksack Salmon Enhancement Association (NSEA) is a co-sponsor under a separate agreement.

Term of Contract: Not to exceed	Expiration Date: September 30, 2021
---------------------------------	-------------------------------------

Contract Routing:	1. Prepared by: John N. Thompson	Date: 8/17/2020
	2. Attorney signoff: Christopher Quinn	Date: 8/26/2020
	3. AS Finance reviewed: M Caldwell	Date: 8/27/2020
	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: _____



DEPARTMENT OF
ECOLOGY
State of Washington

AGREEMENT NO. WCC-2038

AGREEMENT
BETWEEN

The State of Washington, Department of ECOLOGY
AND
Whatcom County Flood Control Zone District

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and Whatcom County Flood Control Zone District hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/5/2020 and be completed on 9/30/2021, unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$153,520. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by SPONSOR
WCC Crew (splitting full-term crew with NSEA)	\$153,520
Total SPONSOR COST	\$153,520 <i>Above cost Not to be Exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$258,027 annually per WCC Crew consisting of five WCC/AmeriCorps Members and one WCC Supervisor and/or \$34,333 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

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 prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

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

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

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

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

INDEMNIFICATION

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and their agencies, officials, agents or employees.

INDEPENDENT CAPACITY

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

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY

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

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

WAIVER

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

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AGREEMENT MANAGEMENT

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

The Contract/Program Manager for ECOLOGY is:

Travis Weller
PO Box 47600
Olympia, WA 98504
(360) 742-8760
travis.weller@ecy.wa.gov

The Contract/Program Manager for SPONSOR is:

John Thompson
322 N. Commercial Street Suite 110
Bellingham WA 98225
(360) 778-6230
jnthomps@co.whatcom.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

SPONSOR
Whatcom County Flood Control Zone District

See attached Whatcom County FCZD signature page

Signature

Date

Signature

Date


Gordon White, SEA Program Manager

Printed Name, Title

Printed Name, Title

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

 9/1/20
 Jon Hutchings, Public Works Director Date

Approved as to form only:

CQ/emailed/BB 8/31/2020
 Christopher Quinn, Senior Deputy Prosecuting Attorney-Civil Division Date

Approved:

Accepted for Whatcom County Flood Control Zone District:

By: _____
 Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
 COUNTY OF WHATCOM)

On this _____ day of _____, 20__, before me personally appeared Satpal Singh 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

STATEMENT OF WORK Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clear active or abandoned homeless encampments and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site.
2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
7. If inclement weather makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by a sponsor for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 41 weeks (approx. 164 days) during the Federal AmeriCorps program service year (October-September).
2. Enroll members to begin service no sooner than October 5, 2020 and no later than October 19, 2020 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 900 hour, half-term AmeriCorps Education Award beginning March 24, 2021. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.

4. Provide training and development specified in Appendix B: four (4) days of formal WCC training, a two to four day Orientation Training, one day dedicated to MLK Community Service, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to 6 additional days of Supervisor training during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a 4-day Assistant Supervisor training to the designated Assistant Supervisor.

5. Each full-term crew or IP may spend up to three weeks (twelve days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.

6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.

2. Help promote the AmeriCorps and WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.

3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.

4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

Appendix B WCC CALENDAR

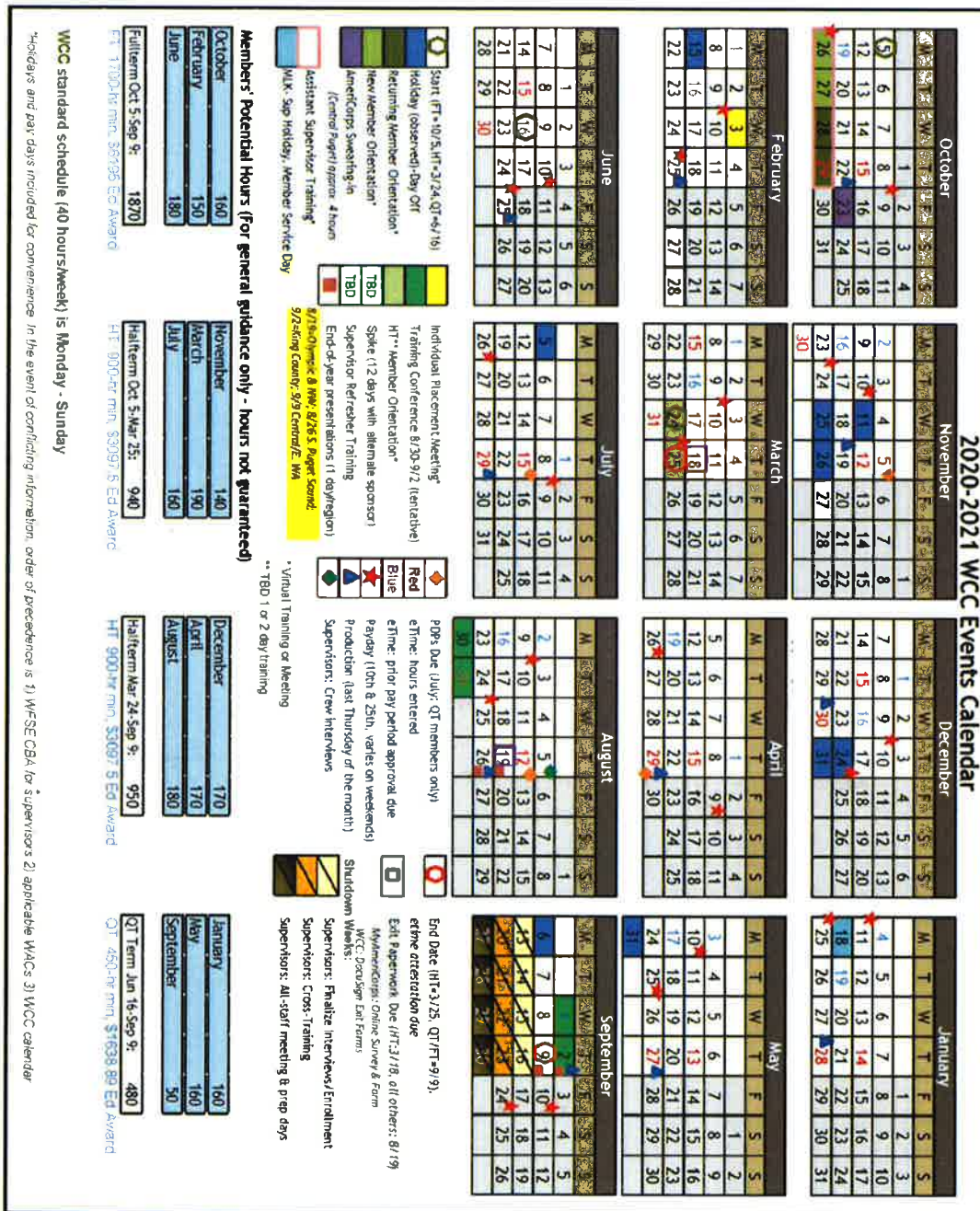


Exhibit C
Whatcom County Flood Control Zone District
PROPOSED PROJECT TYPES AND GEOGRAPHIC FOCUS AREAS

Water Quality & Habitat Monitoring

- Birch Bay Watershed
- Drayton Harbor Watershed
- Portage Bay Shellfish District
- Chuckanut Bay
- Canyon Creek, North Fork Nooksack River

New Restoration Projects

- Birch Bay tributaries
- Drayton Harbor tributaries
- Mainstem tributaries

Maintain Existing Salmon Recovery and Stormwater Projects

- Birch Bay
- Canyon Creek, North Fork Nooksack River
- Drayton Harbor
- Friday Creek
- High Creek
- Lake Whatcom
- Mainstem tributaries
- North Fork tributaries
- South Fork & tributaries

Support Weed Program – Map and Manage Riparian Invasive Species

- North, Middle and South Forks
- Lake Whatcom
- Other areas to be determined in consultation with Noxious Weed Coordinator

Support to Parks - Lake Whatcom

- Trail and bridge development & maintenance
- Noxious weed management



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-378

File ID:	AB2020-378	Version:	1	Status:	Agenda Ready
File Created:	09/08/2020	Entered by:	TAdrian@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Agreement		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and the Washington State Department of Commerce for a grant in the amount of \$60,461.00 for provision of victim-witness advocacy services in District Court matters

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Cover memo VW grant, Contract Information Sheet_VW Grant

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Vanessa Martin, Administrative Manager, Prosecutor's Office

RE: Victim/Witness Assistance Grant

DATE: September 8, 2020

Enclosed are two (2) originals of a contract between Whatcom County and Washington State Department of Commerce for your review and signature.

- **Background and Purpose**

District Court prosecutors handle a large share of serious domestic violence cases, and it is the only court at the county that facilitates supervision of domestic violence offenders on probation. The legislature requires prosecutors to keep victims informed and to provide emotional support for victims of violent and sex crimes, including having the advocate present at defense interviews and judicial proceedings (R.C.W. 7.69.030). Effective prosecution depends on cooperation from victims of crime. Staffing the position is absolutely necessary to ensure the health and well-being of the community and victims of domestic violence.

- **Victim/Witness Assistance Grant**

The County issued a hiring freeze due to COVID-19, which resulted in the Prosecutor's Office applying for a grant to pay for a critical vacancy we had in our Victim Witness Unit. The office was awarded the grant from the Washington State Department of Commerce in the amount of \$60,461 to put towards the salary and benefits for a full-time position. The County agreed to pay for the remaining \$20,741 to cover a portion of the position's benefits expenses.

Please contact Vanessa Martin at extension #5716 if you have any questions regarding this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

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

Whatcom County Prosecutor's Office

through

Office of Crime Victims Advocacy
Community Services and Housing Division

For

SFY 2021 Victim/Witness Assistance Grant

Start date: 07/01/2020

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Attachment A - Scope of Work
Attachment B - Budget
Attachment C - Equal Employment Opportunity Plan Certification
Attachment D - Victims of Crime Act (VOCA) Program Rule

FACE SHEET

Grant Number: 21-31101-533

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
SFY 2021 Victim/Witness Assistance Grant

1. Grantee Whatcom County DBA WHATCOM COUNTY PROSECUTOR BELLINGHAM WA 98225		2. Grantee Doing Business As (optional) Whatcom County Prosecutor's Office	
3. Grantee Representative Vanessa Martin Administrative Manager vmartin@co.whatcom.wa.us (360) 778-5716		4. COMMERCE Representative Susanne Guinn Program Coordinator Phone: (360) 725-2894 Fax: (360) 586-7176 susanne.guinn@commerce.wa.gov PO Box 42525 98504-8304 1011 Plum Street SE Olympia WA 98501	
5. Grant Amount \$60,461.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 07/01/2020	8. End Date 06/30/2021
9. Federal Funds (as applicable) \$32,865.00	Federal Agency: Department of Justice, Office for Victims of Crime	CFDA Number: 16.575	Indirect Rate (if applicable):
10. SWV # SWV0002425-21	11. UBI # 602782481	12. DUNS # 060044641	
13. Grant Purpose To provide funding that strengthens Victim/Witness Assistance program activities. COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget; Attachment C –Equal Employment Opportunity Plan Certification; Attachment D - Victims of Crime Act (VOCA) Program Rule; and Grantee's Application for funding.			
FOR GRANTEE _____ Signature _____ Name _____ Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 9/13/2019

Federal Award Period: 10/1/2018 – 9/30/2022

Federal Award Identification Number (FAIN): 2019-V2-GX-0034

Total Amount of the Federal Award: \$51,207,272

Awarding Official: Department of Justice, Office of Justice Programs, Office for Victims of Crime

Amount obligated by this action: \$32,865.00

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

“This project was supported by Grant No. 2019-V2-GX-0034 awarded by Office for Victims of Crime, US Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Office for Victims of Crime, US Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Washington State Department of COMMERCE.”

In the event a correction is required to the Acknowledgement of Federal Funding, an administrative change will be processed. A change to the Acknowledgement of Federal Funding will not affect your budget or scope of work and notice will be provided. Funding for activities after 9/30/2022 will be provided via an administrative change.

This subaward may not be used for research and development purposes.

2. ALL SUBAWARDS ("SUBGRANTS") MUST HAVE SPECIFIC FEDERAL AUTHORIZATION

As applicable. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -
- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

3. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

the final expenditure report (SF425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4. BILLING PROCEDURES AND PAYMENT

The Grantee shall submit all requests for reimbursement on the Invoice Voucher (A-19) form provided electronically by OCVA program staff.

Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Forms via COMMERCE's online invoicing system.

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed (\$60,461.00) for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A - Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with Attachment B – Budget.

The Grantee shall provide a non-federal match for the Victims of Crime Act portion of this Grant. The total match to be provided shall be at least \$8,216.00. All funds designated as match are restricted to the same uses as VOCA federal funds. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. Expenditures of match funds must be identified on the invoice voucher form.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Payment will be on a reimbursement basis only.

Consultant fees may not exceed \$650 per day or \$81.25 per hour for the Victims of Crime Act portion of this Grant (excluding travel and subsistence costs).

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Any out-of-state travel must be approved in advance by the COMMERCE program coordinator for this Grant. Current travel rates may be accessed at <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide, which can be found at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

Funds payable under this Grant include federal Victims of Crime Act (VOCA) victim assistance grant funds (CFDA Number 16.575).

In performance of the services, requirements, and activities set forth herein, the Grantee shall comply with all applicable federal requirements of the Victims of Crime Act Rule <https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>.

6. COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee shall contact COMMERCE; COMMERCE is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

7. COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

8. COMPLIANCE WITH DOJ GRANTS FINANCIAL GUIDE

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

9. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

11. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

12. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

13. COMPLIANCE WITH OJP TRAINING GUIDING PRINCIPLES

Any training or training materials that the Grantee, or any Subgrantee at any tier, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

14. COMPUTER NETWORKS

Grantee understands and agrees that it cannot use any federal funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

15. COMPLYING WITH THE SAFE STREETS ACT

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

16. DEMOGRAPHIC DATA

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

Grantees submit this information to COMMERCE via InfoNet. This is specific to direct victim services.

17. DETERMINATION OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

18. DISCRIMINATION FINDINGS

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

19. EFFECT OF FAILURE TO ADDRESS AUDIT ISSUES

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) and COMMERCE may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. EMPLOYMENT ELIGIBILITY VERIFICATION FOR HIRING UNDER THE AWARD

As applicable. The recipient (and any subrecipient at any tier) must—

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
2. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--
 1. (1) this award requirement for verification of employment eligibility, and
 2. (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

"United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to COMMERCE, before award acceptance.

21. ENCOURAGEMENT OF POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

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Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

22. ENFORCING CIVIL RIGHTS LAWS

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

23. ENSURING ACCESS TO FEDERALLY ASSISTED PROGRAMS

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

24. ENSURING THE COMPLIANCE OF SUBRECIPIENTS

As applicable, the State Administering Agency (COMMERCE) must have standard assurances to notify subrecipients (Grantees) of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' (Grantees) compliance with civil rights requirements, and a program to train subrecipients (Grantees) on applicable civil rights laws.

In addition, COMMERCE must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients (Grantees). For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

25. EXAMINATION OF RECORDS

The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

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26. FFATA REPORTING: SUBAWARDS AND EXECUTIVE COMPENSATION

As applicable. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

COMMERCE submits FFATA information on behalf of all Grantees.

27. FEDERAL NON-DISCRIMINATION REQUIREMENTS

Grantee will comply with any applicable federal non-discrimination requirements, which may include:

- the Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
- the Victims of Crime Act (VOCA) of 1984 (34 U.S.C. § 20101);
- the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86);
- the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
- 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex In Education Programs or Activities Receiving Federal Financial Assistance);
- Executive Order 13279 (equal protection of the law for-faith based and community organizations); and 28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Equal Treatment for Faith Based Organizations).

Grantee also ensures compliance with Federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law. Information about civil rights obligations of Grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

28. GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS

The Grantee, and any Subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

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29. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

30. GRANT MODIFICATION

Notwithstanding any provision of this grant to the contrary, at any time during the grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this grant to the contrary, at any time during the grant period, COMMERCE may analyze grant expenditures as a proportion of the grant budget. If COMMERCE determines, in its sole discretion, that the grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the grant to reduce the balance of the grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other grantees for the provision of eligible program activities.

31. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

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Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

32. MEETING THE EEOP REQUIREMENT

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>.

Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov. See Attachment C: EEOP Certification form.

33. MEETING THE REQUIREMENT TO SUBMIT FINDINGS OF DISCRIMINATION

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Grantees must also inform COMMERCE of this finding.

34. "METHODS OF ADMINISTRATION" MONITORING COMPLIANCE WITH CIVIL RIGHTS LAWS AND NONDISCRIMINATION PROVISIONS

As applicable. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

COMMERCE is responsible for submitting MOA and for monitoring compliance of Grantees.

35. NATIONAL ENVIRONMENTAL POLICY ACT

The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable.

The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61,

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App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

36. NATIONAL VOCA TRAINING

As applicable. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

COMMERCE attends this training to meet this federal requirement; Grantees should not plan to attend the training event, attendance is not eligible.

37. OJP TRAINING GUIDING PRINCIPLES

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

38. NON-SUPPLANTING CERTIFICATION

No VOCA Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services. VOCA Grant funds will be used to increase the total amount of funds used for crime victim assistance. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

39. PARTNERSHIPS WITH FAITH-BASED AND OTHER NEIGHBORHOOD ORGANIZATIONS; ENSURING EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND SAFEGUARDING CONSTITUTIONAL PROTECTIONS RELATED TO RELIGION

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

State Administering Agencies (SAAs) and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes

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the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

40. POTENTIAL IMPOSITION OF ADDITIONAL REQUIREMENTS

As applicable. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

DOJ monitors and evaluates risk for COMMERCE, and COMMERCE monitors and evaluates risk for Grantees. Grantee agrees to comply with any additional requirements that may be imposed if COMMERCE has designated the Grantee as "high risk" via risk assessment and monitoring procedures.

41. PROVIDING SERVICES TO LIMITED ENGLISH PROFICIENCY (LEP) INDIVIDUALS

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

42. QUARTERLY PERFORMANCE REPORTS

As applicable. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

Grantees submit this information to COMMERCE via InfoNet, COMMERCE reports to OVC.

43. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS: REQUIREMENT TO REPORT INFORMATION ON CERTAIN CIVIL, CRIMINAL, AND ADMINISTRATIVE PROCEEDINGS TO SAM AND FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

44. RECLASSIFICATION OF VARIOUS STATUTORY PROVISIONS TO A NEW TITLE 34 OF THE UNITED STATES CODE

As applicable. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement."

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The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

45. REPORTING

Grantees will submit quarterly reports on SFY 2021 Victim/Witness Assistance Grant activities. Grantees must collect and maintain data that measure the performance and effectiveness of work done under this grant.

If providing direct services or outreach, the Grantee shall submit data quarterly in the InfoNet data collection system, relative to the provision of SFY 2021 Victim/Witness Assistance Grant services. Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

The Grantee shall submit non-personally identifying demographic, service and compliance data required by state funding sources in the InfoNet data collection system. The Grantee shall maintain documentation and records that support the data reported in InfoNet.

The Grantee shall establish and maintain written procedures for the security of InfoNet use at its site. Procedures shall include:

- Only authorized staff are provided access to the InfoNet data and files;
- Staff are informed of the need for security and confidentiality of data and files maintained in or available through the InfoNet system; and
- That the Grantee shall notify the Department Program Coordinator for this grant when an employee is no longer authorized to access the InfoNet system.

This information on the activities supported by the grant funding will assist in assessing the effects that the VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

46. REPORTING POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

47. REQUIREMENTS OF THE AWARD: REMEDIES FOR NON-COMPLIANCE OR FOR MATERIALLY FALSE STATEMENTS

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The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

48. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OJP AUTHORITY TO TERMINATE AWARD)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

49. REQUIRED TRAINING FOR POINT OF CONTACT AND ALL FINANCIAL POINTS OF CONTACT

As applicable. The State Administering Agency (COMMERCE) fulfills the requirements in this section. Grantees should not anticipate completing the OJP financial management and grant administration training.

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

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A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

50. REQUIREMENTS RELATED TO "DE MINIMIS" INDIRECT COST RATE

As applicable. A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Recipient requirement to notify OJP is for COMMERCE. Grantees must work with their COMMERCE grant manager regarding requirements related to "de minimis" indirect cost rate.

51. REQUIREMENT FOR DATA ON PERFORMANCE AND EFFECTIVENESS UNDER THE AWARD

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award.

The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Grantees report data to their COMMERCE grant manager at susanne.guinn@commerce.wa.gov. See "Reporting" Special Term and Condition. COMMERCE will report this data to OJP.

52. REQUIREMENTS RELATED TO SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

53. REQUIREMENT TO DISCLOSE WHETHER RECIPIENT IS DESIGNATED "HIGH RISK" BY A FEDERAL GRANT-MAKING AGENCY OUTSIDE OF DOJ

As applicable. If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at

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OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

54. REQUIREMENT TO REPORT POTENTIALLY DUPLICATIVE FUNDING

As applicable. If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly contact their COMMERCE grant manager at susanne.guinn@commerce.wa.gov.

COMMERCE must notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

55. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

56. RESTRICTIONS ON "LOBBYING"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Grantee (or Subgrantee) would or might fall within the scope of these prohibitions, the Grantee is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

57. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS

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No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - a. it represents that—
 - i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

58. SPECIFIC POST-AWARD APPROVAL REQUIRED TO USE A NONCOMPETITIVE APPROACH IN ANY PROCUREMENT CONTRACT THAT WOULD EXCEED \$250,000

As applicable. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

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The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

59. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

60. SUBGRANT AWARD REPORT (SAR)

The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

Grantees submit this information to COMMERCE, who then submits this information to OVC.

61. UNREASONABLE RESTRICTIONS ON COMPETITION UNDER THE AWARD; ASSOCIATION WITH FEDERAL GOVERNMENT

As applicable. SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement,

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and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

62. USING ARREST AND CONVICTION RECORDS IN MAKING EMPLOYMENT DECISIONS

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

While organizations may take into account a person's recent criminal history in filling positions that have contact with vulnerable populations, which may include children, people with severe mental or physical disabilities, or survivors of sexual assault and other violent crimes, recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

63. VOCA FUNDS

As applicable. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2017, are available until the end of FY 2020).

COMMERCE manages this funding period requirement, Grantees must adhere to the grant period on the Grant Face Sheet.

64. VOCA REQUIREMENTS

As applicable. The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

65. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations

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- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Equal Employment Opportunity Plan Certification
- Attachment D - Victims of Crime Act (VOCA) Program Rule
- SFY 2021 Victim/Witness Assistance Grant Application for Funding as submitted and approved by COMMERCE

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "Subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

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4. ALL WRITING CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

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

6. AMERICANS WITH DISABILITIES ACT (ADA)

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

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3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever

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COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within twenty-four (24) hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Office of Crime Victims Advocacy program including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

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The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Agent.

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

25. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:

**GENERAL TERMS AND CONDITIONS
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1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 3. Positive efforts shall be made to use small and minority-owned businesses.
 4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 5. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 6. Some form of price or cost analysis should be performed in connection with every procurement action.
 7. Procurement records and files for purchases shall include all of the following:
 - a) Contractor selection or rejection.
 - b) The basis for the cost or price.
 - c) Justification for lack of competitive bids if offers are not obtained.
 - d) A system for contract administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
- D. Grantee and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

30. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures

**GENERAL TERMS AND CONDITIONS
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and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

34. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

36. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

**GENERAL TERMS AND CONDITIONS
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Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such

**GENERAL TERMS AND CONDITIONS
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determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

42. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

**GENERAL TERMS AND CONDITIONS
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- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

SCOPE OF WORK

SFY 2021 Victim/Witness Assistance Grant

07/01/2020 through 06/30/2021

Whatcom County Prosecutor's Office shall furnish goods and services necessary to accomplish the activities under the SFY 2021 Victim/Witness Assistance Grant grant funding during the grant period.

This Grant is not a benefit or entitlement to the Grantee. It is not to be used to acquire property or services for the federal government's direct benefit. The principle purpose of this Grant is to provide funding for Whatcom County Prosecutor's Office to accomplish a public purpose.

Funding from this Grant must be used to support the services outlined and approved in the SFY 2021 Victim/Witness Assistance Grant funding application.

DATA REQUIREMENTS

Grantees will submit quarterly reports on SFY 2021 Victim/Witness Assistance Grant activities to their grant manager.

Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

DELIVERABLES

1. Reports – As described in Section 43 of Special Terms and Conditions
2. Audit – If required, audit must be received no later than nine (9) months after the end of the Grantee's fiscal year
3. Vouchers – Must be submitted at least quarterly

PERFORMANCE MEASURES

Provision of the deliverables listed above will be measured using the following performance measures:

1. 90% of required reports will be submitted on time
2. 100% of required audits will be completed on time

BUDGET

Budget	Total
Salaries	\$45,464.00
Benefits	\$14,997.00
Total	\$60,461.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

Any purchase over \$5,000 must be pre-approved by COMMERCE.

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Whatcom County

Address: DBA WHATCOM COUNTY PROSECUTOR 311 GRAND AVE STE 201 BELLINGHAM, WA 98225

Is **agency** a ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding?

Law Enforcement Agency? ☐ Yes ☐ No

DUNS Number:

Vendor Number (only if **direct** recipient): N/A

Name and Title of Contact Person: Vanessa Martin, Administrative Manager

Telephone Number: (360) 778-5716

E-Mail Address: vmartin@co.whatcom.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees.

☐ Indian tribe.

☐ Medical Institution.

☐ Nonprofit Organization.

☐ Educational Institution.

☐ Receiving an award less than \$25,000

I, _____ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

[responsible official],

certify that _____ [recipient]

Which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

[responsible official],

certify that _____ [recipient],

which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-341

File ID:	AB2020-341	Version:	1	Status:	Agenda Ready
File Created:	08/12/2020	Entered by:	Tliddings@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Elliot Bay Design Group, LLC to provide engineering services for the annual dry dock for the Whatcom Chief ferry along with the other on-call services, as needed, for the Lummi Island Ferry system during the year, in the amount of \$10,000 for a total amended contract amount of \$170,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo-Amendment to On Call Support for Lummi Island Ferry System Contract.pdf, Amendment to On Call Support for Lummi Island Ferry System Contract.pdf

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**



Jon Hutchings
Director

EQUIPMENT SERVICES DIVISION
901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 778-6400
Fax (360) 778-6401
Eric L. Schlehuber, Division Manager

MEMORANDUM

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

THROUGH: Jon Hutchings, PW Director *JH*

FROM: Eric L. Schlehuber, PW Equipment Services Manager *ES*

RE: Amendment to On Call Support for Lummi Island Ferry System Contract
(Whatcom County Contract #201701016-5), Elliot Bay Design Group, LLC

DATE: July 16, 2020

▪ **Requested Action**

Approval requested to amend and extend Whatcom County Contract #201701016 for On Call Support for Lummi Island Ferry System, between Whatcom County and Elliot Bay Design Group, LLC, in the amount of \$10,000 for a total amended contract amount of \$170,000.

▪ **Background and Purpose**

This amendment is intended to only increase the contract amount for the services of Elliott Bay Design Group, LLC for the purposes of providing engineering services for the annual dry dock for the Whatcom Chief Ferry along with the other on-call services as needed for the Lummi Island Ferry System during the year. Elliott Bay Design Group, LLC is on the current Annual Professional Services Open Roster (RFQ #18-01). Additional contract authority is needed due to increased costs associated with the alternate/reduced scope of work for the 2020 annual drydocking of the Whatcom Chief.

▪ **Funding Amount and Source**

The resulting amendment will increase the original contract by \$10,000 for a total amended contract amount of \$170,000. Work will be done on an "as needed" basis. The funding for this contract was provided for during the 2019-2020 Budget process.

▪ **Recommended Action**

Please approve this amended contract (Whatcom County Contract #201701016-5) for the Whatcom Chief Ferry engineering and on call support services and forward to the County Executive and the County Council for approval. This contract will end on November 30, 2020.

Please contact Eric L. Schlehuber at extension 6405, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
201701016-5

Originating Department:	Public Works, Equipment Services
Division/Program: (i.e. Dept. Division and Program)	90/9090/99040
Contract or Grant Administrator:	Eric Schlehuber, Public Works Equipment Services Manager
Contractor's / Agency Name:	Elliot Bay Design Group, LLC
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 checked="" type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201701016</u>	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): <u>17-01, 18-01, 19-01</u> Contract Cost Center: <u>501100</u>	
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 checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>160,000</u> This Amendment Amount: \$ <u>10,000</u> Total Amended Amount: \$ <u>170,000</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: Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Elliot Bay Design Group, LLC to provide engineering services for the annual dry dock for the Whatcom Chief Ferry along with the other on-call services as needed for the Lummi Island Ferry System during the year, in the amount of \$10,000 for a total amended contract amount of \$170,000.	
Term of Contract:	December 1, 2019
Expiration Date:	November 30, 2020

Contract Routing:	1. Prepared by: <u>T. Iddings</u>	Date: <u>7/16/2020</u>
	2. Attorney signoff: <u>C.Quinn</u>	Date: <u>7/20/2020</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>8/06/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Amendment No. 1
Whatcom County Contract No. 201906036
CONTRACT BETWEEN WHATCOM COUNTY
AND
ELLIOT BAY DESIGN GROUP, LLC

Whatcom County Contract No.
201701016-5

This amendment of Whatcom County Contract #201701016 is made this ____ day of _____, 2020, by and between Whatcom County, a municipal corporation, hereinafter referred to as the "COUNTY", and Elliot Bay Design Group, LLC, hereinafter referred to as the "CONTRACTOR", for the purpose of providing engineering services for the annual dry dock for the Whatcom Chief Ferry along with the other on-call services as needed for the Lummi Island Ferry System during the year, 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.

This Amendment will increase the maximum consideration by \$10,000.00 to a total consideration of \$170,000 including the first year exercised from inception on this contract as follows:

- A. The maximum consideration for the extension of this agreement shall not exceed \$10,000.00 USD, for an amended running total amount of approximately \$170,000.00 on this contract. The contract number, set forth above, shall be included on all billings or correspondence in connection therewith.

All other terms and conditions set forth in the original agreement will remain in full force and effect.

DATED this 7 day of August 2020.

CONTRACTOR:


ELLIOT BAY DESIGN GROUP, LLC



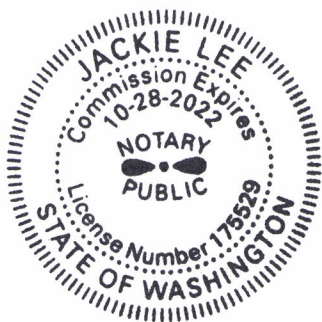
Brian King, President

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 7th day of August, 2020, before me personally appeared Brian King, to me known to be the President of Elliot Bay Design Group, LLC 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
Seattle, WA. My commission expires 10/28/2022.



WHATCOM COUNTY:

Recommended for Approval:



Jon Hutchings, Public Works Director

8/17/20

Date

Approved as to form:

Approved via Email - CQ/SD

Christopher Quinn, Senior Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

By: _____

Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2020, before me personally appeared Satpal Singh Sidhu, to me known to be the County 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:

ELLIOT BAY DESIGN GROUP, LLC

Brian King, President

Address:

5305 Shilshole Avenue NW, Suite 100
Seattle, WA 98107

Mailing Address:

5305 Shilshole Avenue NW, Suite 100
Seattle, WA 98107

Contact Name: David Turner

Contact Phone: 206-782-3082

Contact FAX: 206-782-3449

Contact Email: dturner@ebdg.com



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-346

File ID:	AB2020-346	Version:	1	Status:	Agenda Ready
File Created:	08/21/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to provide outreach and engagement of youth and young adults designed to reduce risk of opioid use disorder, in the amount of \$160,000

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, Northwest Youth Services SABG Opioid Outreach Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Northwest Youth Services – SABG Opioid Outreach Team Contract
DATE: August 21, 2020

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

▪ **Background and Purpose**

Youth who experience homelessness are at significant physical, mental, and emotional risk. Over 60% of youth surveyed in Whatcom County report experiencing anxiety in the past 30 days. One-third of Whatcom County youth also report depression, with nearly 20% reporting that they have considered suicide. Additionally, nearly one in three youth report using alcohol in the past month, while one in four report using marijuana in that same time frame. Homelessness, mental health issues and substance use are interrelated. Poor mental health can increase the risk of substance use and substance use has been shown to greatly increase rates of attempted and completed suicides. Lesbian, gay, bisexual, transgender, or queer (LGBTQ) youth experience significantly higher rates of homelessness than their non-LGBTQ peers.

Northwest Youth Services (NWYS) is the primary service provider for youth and young adults experiencing homelessness in Whatcom County. Services provided include outreach and engagement for mental health stabilization and substance use disorders, recovery support, substance use disorder outreach and referral, housing assistance, emergency shelter, and vocational programming.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$160,000, is provided by the Federal Substance Abuse Block Grant Funds (CFDA 93.959) passed through the North Sound Behavioral Health Administrative Services Organization. These funds will be included in the 2020 budget. Council approval is required as funding exceeds \$40,000.

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 / 855060 Substance Abuse	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Northwest Youth Services	
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#: 93.959
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		201904004
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		675500
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		
Is this agreement excluded from E-Verify?		No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	If 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 type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$ 160,000			
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This contract provides funding for outreach and engagement of youth and young adult mental health stabilization and substance use disorders, recovery support, housing assistance, emergency shelter and vocational programming.			
Term of Contract:		1 Year	
Expiration Date:		06/30/2021	
Contract Routing:	1. Prepared by:	JT	Date: 7/14/2020
	2. Health Budget Approval:	KR	Date: 08/10/2020
	3. Attorney signoff:	RB	Date: 07/29/2020
	4. AS Finance reviewed:	M Caldwell	Date: 08/13/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		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 Northwest Youth Services

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

General Conditions, pp. 3 to 12,
Exhibit A (Scope of Work), pp. 13 to 14,
Exhibit B (Compensation), p. 15,
Exhibit C (Certificate of Insurance), p. 16,
Exhibit D (E-Verify Declaration), p. 17,
Exhibit E (Subrecipient Agreement), p. 18.

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 July, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2021.

The general purpose or objective of this Agreement is **to provide outreach and engagement to youth experiencing mental health, substance use disorders, or homelessness** 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 **\$160,000**. 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:

Northwest Youth Services
1020 N State 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.

Dean Wight, Executive Director

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Northwest Youth Services
1020 N State Street
Bellingham, WA 98225
(360) 734-4720
deanw@nwys.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, AUTO AND PROFESSIONAL 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. Professional Liability

\$1,000,000 per occurrence:

Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.

- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement:

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

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

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

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

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

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

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 [Party 1]: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attn: Perry Mowery, Human Services Supervisor
(360) 778-6059
PMowery@co.whatcom.wa.us

To [Party 2]: Northwest Youth Services
1020 North State Street
Bellingham, WA 98225
Attn: Dean Wight, Executive Director
(360) 734-4720
deanw@nwys.org

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

Youth who experience homelessness are at significant physical, mental, and emotional risk. Over 60% of youth surveyed in Whatcom County report experiencing anxiety in the past 30 days. One-third of Whatcom youth also report depression, with nearly 20% reporting that they have considered suicide. Additionally, nearly one in three youth report using alcohol in the past month, while one in four report using marijuana in that same time frame. Homelessness, mental health issues, and substance use are interrelated. Poor mental health can increase the risk of substance use and substance use has been shown to greatly increase rates of attempted and completed suicides. Youth who use marijuana report nearly three times the amount of suicide contemplation, as well as attempted suicide. Lesbian, gay, bisexual, transgender, or queer (LGBTQ) youth experience significantly higher rates of homelessness than their non-LGBTQ peers.

Northwest Youth Services (NWYS) is the primary service provider for youth and young adults experiencing homelessness in Whatcom County. Services provided include outreach and engagement for mental health stabilization and substance use disorders, recovery support, substance use disorder outreach and referral, housing assistance, emergency shelter, and vocational programming.

The services provided under this contract have been designed to reduce risk of opioid use disorder which is known to be associated with poor mental health and other substance use. Youth seeking care at Whatcom NWYS struggle with a variety of stresses, traumas, and anxieties. These conditions increase the risk for substance use. Services provided will be oriented toward youth and young adults who utilize the services of NWYS.

II. Statement of Work

The Contractor will:

1. Provide a licensed .25 FTE Clinical Director, a licensed 1.0 FTE Mental Health Professional Clinical Care Manager, and a contracted .5 FTE certified Substance Use Disorder Professional or Trainee (SUDP or SUDPT). Licensed/certified staff will provide the following services:
 - a. Opioid dependency outreach, engagement, screening, and referral for individuals suffering from opioid use disorder in locations throughout the community.
 - b. Recovery support services in collaboration with the housing team at 22 North permanent supporting housing facility to provide residents experiencing opioid abuse disorders and other behavioral health challenges supporting including recovery plans oriented toward stabilizing behavior.
 - c. On-site recovery support services and community outreach at the Ground Floor day-use facility and Positive Adolescent Development (PAD) Program with individuals suffering from opioid use disorder or experiencing other behavioral health challenges with the goal of engagement in resources, support, and referrals to needed services

including available substance use disorder services and/or medication assisted treatment, as indicated.

- d. Coordination with and referral to other community resources and programs, as appropriate.
2. Ensure services comply with all state and federal confidentiality laws regulating confidentiality, as relevant.
3. Complete a Memorandum of Understanding (MOU) with the Substance Use Disorder Program providing contracted Substance Use Professional or Substance Use Professional Trainee. Ensure documentation of off-site services and supervisory support meets WAC requirements for off-site services.

III. Program Requirements

1. Ensure all services are delivered by staff who meet or exceed licensure and/or certification requirements and who also have training and experience working with diverse populations and cultural competency.
2. Comply with all applicable North Sound Behavioral Health Administrative Services Organization Terms and Conditions of the contract identified in the link below per Section 2.2.7, including but not limited to, the Supplemental Service Provide Guide (also linked below), and terms relating to licensure, insurance, and billing of individuals for service:
https://nsbhaso.org/for-providers/contracts/NORTH_SOUND_ASO-WHATCOM_COUNTY-ICN-19_.pdf
and
https://nsbhaso.org/for-providers/supplemental-provider-service-guide/North%20Sound%20BH-ASO%20Supplemental%20Provider%20Service%20Guide_11142019.pdf

Any updates to these documents will be communicated by the County via email with a link to the current document.

IV. Reporting Requirements

Monthly reports will include the following information:

1. Number of outreach hours provided by each staff member.
2. Number of individuals who received outreach services.
3. Number of individuals who received outreach services and were pregnant.
4. Number of individuals who received outreach services and were parenting.
5. Number of individuals referred to mental health or substance use disorder services (assessment and/or treatment).

EXHIBIT "B" COMPENSATION

I. Budget and Source of Funding: The source of funding for this contract, in an amount not to exceed \$160,000, is the North Sound Behavioral Health Administrative Service Organization Substance Abuse Block Grant (CFDA 93.959). Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that North Sound BH-ASO is a third-party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph. The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	Budget
Personnel (salaries and benefits)	GL Detail	\$107,055
Professional Services (Includes SUDP or SUDPT)	GL Detail	\$41,093
Subtotal		\$148,148
Administration @ 8%		\$11,852
TOTAL		\$160,000

The contractor may transfer funds among budget line items in an amount up to 10% of the total budget; however, administration cannot exceed the identified rate. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@whatcomcounty.us Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
2. 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)

Non Profit Insurance Program

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 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 INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, 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	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED	PROPERTY American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
Northwest Youth Services 108 Prospect Street Bellingham, WA 98225	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-10	6/1/2020	6/1/2021	PER OCCURRENCE	\$2,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$4,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$2,000,000
				PERSONAL & ADV. INJURY	\$2,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-10	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT	\$2,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	N1-A2-RL-0000013-10	6/1/2020	6/1/2021	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-10	6/1/2020	6/1/2021	PER CLAIM	2,000,000.00
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Regarding agreement for funding. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are named as additional insureds regarding this agreement only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP Retained limit is primary and non-contributory. Waiver of Transfer of Right is attached.					

CANCELLATION

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

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Attn: Perry Mowrey, Human Services Supervisor Whatcom County 509 Girard Street Bellingham, WA 98225	

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-10	Endorsement Effective 6/1/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.
Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Attn: Perry Mowrey, Human Services Supervisor
Whatcom County
509 Girard Street
Bellingham, WA 98225

Regarding agreement for funding. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are named as additional insureds regarding this agreement only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP Retained limit is primary and non-contributory. Waiver of Transfer of Right is attached.

A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**WAIVER OF TRANSFER OF RIGHTS AND RECOVERY
AGAINST OTHERS TO US**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-10	Endorsement Effective 6/1/2020

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Name of Person or Organization: As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Attn: Perry Mowrey, Human Services Supervisor
Whatcom County
509 Girard Street
Bellingham, WA 98225

The Our Right To Recovery Condition in the Liability Conditions, Definitions and Exclusions form is amended by addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **Your Work** done under contract with that person or organization. This waiver only applies to the person or organization shown in the Schedule above; however, this waiver does not apply if the injury or damage is due to the sole negligence of such scheduled person or organization.

All other terms and conditions remain unchanged.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

Exhibit "D"
(E-Verify Declaration)

Firm Name: **Northwest Youth Services**

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

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.
2. I certify that I am duly authorized to sign this declaration on behalf of the above named contractor.
3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: _____

SIGNATURE: _____

PRINTED NAME: Dean Wight, Executive Director

EXHIBIT E
Subrecipient Agreement Between
Whatcom County and Northwest Youth Services

This subrecipient agreement is made and entered into by and between Whatcom County, herein after referred to the "County" and Northwest Youth Services, herein after referred to as "subrecipient".

This is a subgrant of a Federal Substance Abuse Block Grant (SABG) – CFDA 93.959, included in Whatcom County's contract with the North Sound Behavioral Health Administrative Services Organization (Whatcom County Contract #201904004).

The subrecipient agrees to comply with the following Terms and Conditions and to incorporate the terms and conditions included herein in any and all subcontracting agreements entered into pursuant to this agreement.

1. Administrative Requirements

Subrecipient must comply with all requirements of 2CFR Part 200, as are applicable.

Comply with the Omnibus Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title III of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations at 28 CFR Part 42, Subparts C, D, and E and G and 28 CFR Parts 35 and 39. (Go to www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations).

2. Audit

Subrecipients expending \$750,000 or more in a fiscal year shall procure and pay for a single audit or a program-specific audit for that fiscal year.

The subrecipient shall maintain records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The subrecipient shall include the above audit requirements in any subcontracts.

The subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The subrecipient must respond to the County's requests for information or correction action concerning audit issues within 30 days of the request. The County reserves the right to recover from the Agency, all disallowed costs resulting from the audit.

Once the single audit has been completed, the subrecipient must send a fully copy of the audit to the County and a letter stating there were no findings or, if there were findings, a list of the findings.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-353

File ID:	AB2020-353	Version:	1	Status:	Agenda Ready
File Created:	08/31/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Lake Whatcom Residential & Treatment Center to provide reimbursement for COVID-19 related operations expenditures, in the amount of \$100,000

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.pdf, Lake Whatcom Residential & Treatment Center COVID-19 Reimbursement Contract.pdf



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Lake Whatcom Residential & Treatment Center – COVID-Related Support Services
DATE: August 31, 2020

Attached is a contract between Whatcom County and Lake Whatcom Residential & Treatment Center for your review and signature.

- **Background and Purpose**

This contract is in response to a notification from Whatcom County Health Department to core not-for-profit behavioral health and social service providers of federal grant funding available to help mitigate the impacts of COVID-19 on their organizations. Each respondent to the notification has worked with Health to specify COVID-related expenditure reimbursement needs. Lake Whatcom Residential & Treatment Center has been adapting to operational changes necessary to observe COVID-19 risk mitigation measures for their staff, residents and clients. The purpose of this contract is to provide reimbursement of losses incurred by decreased resident and client capacity due to halting new admissions, in order to ensure COVID-19 risk mitigation measures are achievable.

- **Funding Amount and Source**

Funding for this contract may not exceed \$100,000. Funds under the contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016). These funds are included in the 2020 budget. Council approval is required as funding exceeds \$40,000.

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 / 855040 Housing	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Lake Whatcom Residential & Treatment Center	
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#: 21.016
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202006003
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		134150
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		
Is this agreement excluded from E-Verify?		No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	If 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 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. 	
\$ 100,000			
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This contract provides funding for COVID-19 related prevention measures necessary to continue and increase support services during the pandemic.			
Term of Contract:	8 Months		Expiration Date: 10/31/2020
Contract Routing:	1. Prepared by:	JT	Date: 07/24/2020
	2. Health Budget Approval:	KR	Date: 08/31/2020
	3. Attorney signoff:	RB	Date: 08/31/2020
	4. AS Finance reviewed:	M Caldwell	Date: 08/31/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		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 Lake Whatcom Residential & Treatment Center

Lake Whatcom Residential & Treatment Center, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,

Exhibit A (Scope of Work), p. 10,

Exhibit B (Compensation), p. 11.

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 March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of October, 2020.

The general purpose or objective of this Agreement is to **provide reimbursement for COVID-19 related operations and prevention expenditures** as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

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

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

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:

Lake Whatcom Residential & Treatment Center
3600 Meridian 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.

Jenny Billings, CEO

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Lake Whatcom Residential & Treatment Center
3600 Meridian Street
Bellingham, WA 98225
Jenny.billings@lwrtc.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: Not Applicable

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 [Party 1]: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attn: Perry Mowery
(360) 778-6059
PMowery@co.whatcom.wa.us

To [Party 2]: Lake Whatcom Residential & Treatment Center
3600 Meridian Street
Bellingham, WA 98225
Attn: Jenny Billings
Jenny.billings@lwrtc.org

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

Lake Whatcom Residential & Treatment Center (LWRTC) provides assisted living and inpatient substance use disorder treatment, housing services and case management in addition to other important supportive services to vulnerable individuals in the community. Two of the programs/services provided by LWRTC that were severely impacted by the onset of COVID-19 include Agate Heights Assisted Living Facility (ALF) and Baker Creek Residential Treatment Facility (RTF).

In the first week of March, prior to the Governor's declared stay at home order, LWRTC discontinued new admissions to the ALF and the RTF in an attempt to protect the residents and clients in those facilities from possible COVID-19 transmission. LWRTC experienced operational losses at both the ALF and the RTF as several clients transitioned to independent living and they were unable to accept new intakes; lost capacity at the ALF was 13% and 75% at the RTF.

The financial support from the Coronavirus Aid, Relief, and Economic Security (CARES) Act dollars will cover expenses incurred as a result of enforcing social distancing measures. These measures were necessary to keep individuals safe and connected to services and supported.

II. Statement of Work

The Contractor will be reimbursed for operational losses incurred at the ALF and the RTF as a result of measures taken to decrease the transmission of COVID-19 among residents, clients and staff.

III. Reporting Requirements

Contractor will complete a Financial Position Worksheet (template to be provided by the County) as documentation of fixed costs that have been impacted by COVID-19.

EXHIBIT "B" COMPENSATION

I. Budget and Source of Funding: Funding for this contract may not exceed \$100,000. Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	Budget
Operational losses directly related to COVID-19	Financial Position Worksheet indicating pre-COVID and post-COVID monthly revenue and expenses	\$100,000
TOTAL		\$100,000

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to *(include contract/PO #)* HL-BusinessOffice@whatcomcounty.us Monthly invoices must be submitted by the 15th of the month following the month of service **except final invoices which must be received by November 4, 2020**. Invoices submitted for payment must include the items identified in the table above.
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.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-356

File ID:	AB2020-356	Version:	1	Status:	Agenda Ready
File Created:	08/31/2020	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Whatcom Conservation District to amend the 2019 Interlocal and Subrecipient Agreement for the Pollution Identification and Correction Program Non-Dairy Agricultural Technical Assistance in the amount of \$223,932.00 for a total amended contract amount of \$530,182.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The purpose of this amendment is to increase the project budget and extend the timeline of the agreement for the activities that will be conducted by the Whatcom Conservation District to provide data coordination, technical assistance to landowners/operators with non-dairy agriculture and farm series workshops in support of and in coordination with the Whatcom County PIC Program

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo-PIC Amendment.pdf, PIC Amendment.pdf

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



NATURAL RESOURCES

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

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Gary Stoyka, Natural Resources Manager *GS*
Erika Douglas, Senior Planner *ED*

DATE: August 26, 2020

RE: Amendment to Subrecipient and Interlocal Agreement with the Whatcom Conservation District for Pollution Identification and Correction (PIC) Program Non-Dairy Agriculture Technical Assistance

Please find enclosed for your review and signature two (2) originals of an amendment to the subrecipient agreement between Whatcom County and the Whatcom Conservation District with a new budget amount of \$530,182 to provide data coordination, non-dairy agriculture technical assistance, and farm series workshops.

Requested Action

Public Works respectfully requests that the County Executive execute the attached amendment.

Background and Purpose

The purpose of this amendment is to increase the project budget and extend the timeline of the agreement for the activities that will be conducted by the WCD to provide data coordination, technical assistance to landowners/operators with non-dairy agriculture, and farm series workshops in support of and in coordination with the Whatcom County PIC Program.

Funding Amount and Source

This amendment to the subrecipient agreement with the Whatcom Conservation District will provide an additional \$223,932 for a total budget of \$530,182 to support the non-dairy agriculture component of the Whatcom County PIC program through a partnership with the Whatcom Conservation District. This amendment is fully funded through the interagency agreement with the Washington State Department of Health and Whatcom County (GVL24435-1, WCC 201909008-1, Environmental Protection Agency National Estuary Program funding).

Please contact Erika Douglas at extension 6294 or Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Natural Resources- PIC Program (950530)
Contract or Grant Administrator:	Erika Douglas
Contractor's / Agency Name:	Whatcom Conservation District
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201909006</p>	
<p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p>	
<p>Is this a grant agreement?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): GVL24435-1 CFDA#: 66.123</p>	
<p>Is this contract grant funded?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): 201909008-1</p>	
<p>Is this contract the result of a RFP or Bid process?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract _____</p> <p>Cost Center: 813002</p>	
<p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p>	
<p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 306,250</p> <p>This Amendment Amount:</p> <p>\$ 223,932</p> <p>Total Amended Amount:</p> <p>\$ 530,182</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
<p>Summary of Scope: The purpose of this amendment is to increase the project budget and extend the timeline of the agreement for the activities that will be conducted by the WCD to provide data coordination, technical assistance to landowners/operators with non-dairy agriculture, and farm series workshops in support of and in coordination with the Whatcom County PIC Program.</p>	
Term of Contract:	07/01/19-12/31/21
Expiration Date:	12/31/21

Contract Routing:	1. Prepared by: <u>ED</u> 2. Attorney signoff: <u>Christopher Quinn</u> 3. AS Finance reviewed: <u>M Caldwell</u> 4. IT reviewed (if IT related): _____ 5. Contractor signed: _____ 6. Submitted to Exec.: _____ 7. Council approved (if necessary): _____ 8. Executive signed: _____ 9. Original to Council: _____	Date: <u>08/26/20</u> Date: <u>8/28/2020</u> Date: <u>8/28/2020</u> Date: _____ Date: _____ Date: _____ Date: _____ Date: _____
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**AMENDMENT No.1 to 2019 INTERLOCAL AND SUBRECIPIENT AGREEMENT
WHATCOM COUNTY- WHATCOM CONSERVATION DISTRICT
Pollution Identification and Correction (PIC) Program
Non-Dairy Agriculture Technical Assistance**

WHEREAS, Whatcom County (County) and the Whatcom Conservation District (WCD or Subrecipient), entered a subrecipient agreement in September 2019 (WCC 201909006) wherein Whatcom County provided funding to the WCD to provide technical assistance for the non-dairy agriculture best management practices component of the Whatcom County Pollution Identification and Correction (PIC) program to the mutual advantage of each jurisdiction; and,

WHEREAS, Whatcom County received grant funding from the Washington State Department of Health (DOH Interagency Agreement GVL 24435) to enhance the Whatcom County PIC program which includes funding for WCD staff for non-dairy agriculture technical assistance and data coordination; and

WHEREAS, Whatcom County received a grant amendment from the Washington State Department of Health (DOH Interagency Agreement GVL24435-1, WCC 201909008-1) in July 2020 to provide additional funding and to extend the period of performance for the Whatcom County PIC Program. This includes funding for WCD staff for non-dairy agriculture technical assistance, data coordination, and small farm workshops; and

WHEREAS, it is in the best interest of each party to enter into this Interlocal and Subrecipient Agreement.

NOW THEREFORE, the WCD and County agree as follows:

1. Extend the term of this contract until December 31, 2021. This contract will be effective for services performed from July 1, 2019 through December 31, 2021.
2. Add additional funding of \$223,932 to provide total funding of \$530,182.
3. Replace Exhibits A, B, C, and D with revised Exhibits A-1, B-1, C-1, and D-1 .
4. All other terms and conditions remain unchanged.
5. The effective date of this amendment is upon execution.

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

WHATCOM CONSERVATION DISTRICT

By Heather Christianson
Heather Christianson, WCD Chair

WHATCOM COUNTY

By _____
Satpal Singh Sidhu, County Executive

Approved as to form:

[Signature]
Office of the WCD Attorney

Approved as to form:

CQ/mailed/BB 8/31/2020
Senior Deputy Prosecuting Attorney - Civil Division

[Signature]
Director of Public Works

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this _____ day of _____, 2020, before me personally appeared Satpal Singh Sidhu, to me known to be the County Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 31st day of August, 2020, before me personally appeared Heather Christianson, to me known to be the Chair of the Whatcom Conservation District and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Beth Bushaw
NOTARY PUBLIC in and for the State of Washington, residing
at Whatcom Cty
My commission expires: 6/29/2021



EXHIBIT A-1 - SCOPE OF WORK
Pollution Identification and Correction (PIC) Program
Non-Dairy Agriculture Technical Assistance

PROJECT DESCRIPTION

The purpose of this subrecipient agreement is to provide technical assistance to landowners with non-dairy agricultural activities and coordinate data in support of the Whatcom County PIC Program and Whatcom Clean Water Program. In general the categories of activities consist of program administration, site-specific technical assistance for non-dairy agricultural operations, data coordination for the Whatcom Clean Water Program (WCWP), and farm series workshops. Details of each of these activities are provided below.

Task 1: Program Administration

WCD will track and report participation in community outreach efforts, landowner contacts and technical assistance, and data coordination provided under this program.

Deliverables and Timelines:

- Per EPA Programmatic Condition #4 in this award, reports, documents, signage, videos, or other media, developed as part of projects funded by the assistance agreement shall contain the following statement:
"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."
- Monthly invoices and summaries of landowner/operator contacts. Monthly summaries will include a list of landowners/operators that have been contacted, landowners/operators participating in the program, and the corresponding parcels owned or operated. Monthly summaries will also include a summary of data coordination activities completed.
- Quarterly progress reports-Technical Assistance. Quarterly reports will include number of landowners/operators contacted, number of landowners/operators participating in the program, number and type of pollution sources identified, number of farm plans completed, number of sites with adequate management strategies in place, and number of BMPs installed. This information will be summarized by watershed focus areas. During COVID restrictions, technical assistance will be adapted to meet requirements for social distancing.
- Quarterly progress reports- Data Coordination. Quarterly reports for data coordination will summarize progress on the water quality database, data entered, and how data queries and reports are being used for community outreach and source tracking. Presentations and trainings will be included.
- Quarterly reports shall be submitted by the following dates:
 - **October 5, 2019**
 - January 5, **April 5**, July 5, **October 5, 2020**
 - January 5, **April 5**, July 5, **October 5, 2021***
 - January 5, 2022

* Dates in **bold** are required for grant FEATs reports

Task 2: Non-Dairy Agriculture Technical Assistance

- Introductory letters from the County Executive and County Council will be sent to landowners in the PIC focus areas informing landowners of water quality issues, potential sources of fecal coliform bacteria, and the PIC program.
- WCPW staff will generate and prioritize a list of parcels with potential non-dairy agricultural activities in PIC focus areas and hot spots and provide this list to WCD. One week following the introductory letter, WCPW will send the first in a series of PIC letters to landowners with potential non-dairy agricultural activities (as referenced in Flow Chart A). When referring landowners to WCD for assistance in either the PIC or CAO context, WCD will be identified as a local, non-regulatory agency that provides assistance to landowners on a voluntary basis. WCD will add landowners/operators of these parcels to their mailing lists for regular contact (approximately monthly).
- Through direct landowner/operator contacts, WCD staff will offer free technical assistance to landowners/operators in the form of confidential risk assessments, farm plan development, and guidance in the implementation of BMPs. BMP cost-share options will be described and offered as available.
- WCD will offer technical assistance for temporary fixes to problems identified through the risk assessment that require immediate attention (e.g. animal access to creek, discharge or potential discharge of manure to creek or ditch). Permanent fixes for these problems will be addressed through development and implementation of a farm plan.
- Whatcom County will exercise prosecutorial discretion in withholding enforcement action for violations of the Critical Areas Ordinance or referral of landowners to other agencies for enforcement so long as the landowner is demonstrating good faith in working with the WCD to correct pollution problems.
- WCPW and WCD staff will meet monthly to discuss any adaptations needed to improve the process for landowner contacts. WCPW and WCD technical assistance staff will also participate in WCWP field staff coordination meetings.
- WCPW and WCD will continue meeting with the North Lynden Watershed Improvement District (WID) to improve and adapt efforts to engage landowners in identifying and correcting pollution sources. WCPW and WCD will work with other WIDs to engage landowners as well.

Deliverables and Timelines:

- Monthly summaries of landowner/operator contacts shall be submitted to the County by the tenth day of the following month. Monthly summaries will include a list of landowners/operators that have been contacted, landowners/operators participating in the program, and the corresponding parcels owned or operated.
- Progress will be tracked through quarterly reports described above including number of landowners/operators contacted, number of landowners/operators participating in the program, number and type of pollution sources identified, number of farm plans completed, number of BMPs planned and installed. This information will be aggregated by watershed focus area.
- A minimum of 100 landowners/operators with non-dairy agriculture operations will receive site assessments/technical assistance in Whatcom County PIC areas per year. Actions will be initiated to reduce bacteria pollution risk within six months (implement BMPs) of the risk assessment as seasonally feasible. There is a goal of producing farm plans for 50% of the parcels that receive technical assistance/site assessments, however, not all sites have resource concerns and require a farm plan. Assessments that are completed and find current management strategies are protective of water quality will also be tracked. Adaptations to site visits will be made to address social distancing requirements associated with COVID restrictions. This may include technical assistance provided by phone, virtual interactions, or physical site visits with proper precautions in place.
 - Reports on WCD contacts and technical assistance will be included in the quarterly reports described in Task 1.

Task 3: Data Coordination

- The data coordinator will support the efforts of the Whatcom Clean Water Program (WCWP). Water quality data collected by WCWP partners will be compiled, posted to an online map of preliminary results, entered and stored in a comprehensive database, and analyzed to support efforts to improve water quality in Whatcom County. This will include work with transboundary partners.
- The data coordinator will assist WCWP partners and community groups with data queries to support community outreach and source tracking efforts.
- The data coordinator will provide presentations to support WCWP water quality and other data presentation and communication. Draft presentations will be submitted to WCPW for DOH review prior to the event.
- The data coordinator will provide a summary of training events to support WCWP data coordination in quarterly progress reports.
- The data coordinator will seek pre-approval for international travel (up to 4 trips/year) to support transboundary efforts.

Deliverables and Timelines:

- Regularly updated database and online map with water quality data from WCWP Partners.
- Quarterly progress reports describing data management activities as described in Task 1.
- Copies of presentations.

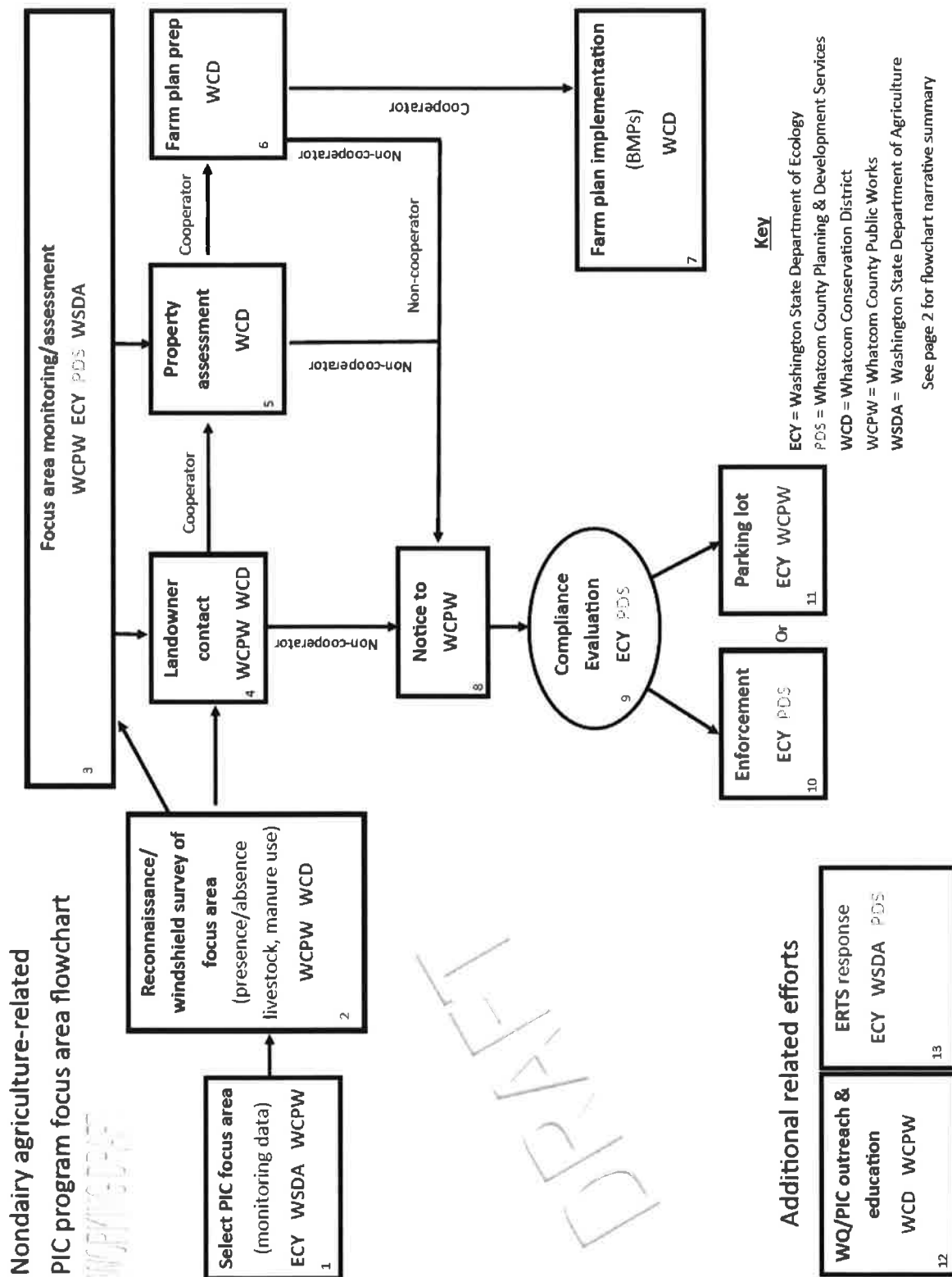
Task 4: Farm Series Workshops

- WCD will coordinate and host at least four small farm workshops (in-person or virtual) focused on topics relevant to the types of animals identified in PIC windshield surveys and/or seasonal management practices that would provide water quality protection in PIC focus areas.
- WCD will provide information about incentives, rebates, small grant and other financial assistance programs at workshops and/or online trainings.
- WCD will verify landowners/operators/residents that participate in small farm workshops, online training, or site visits to WCPW to determine eligibility to assist with implementation of the small farm improvement rebate program.

Deliverables and Timelines:

- Quarterly progress reports describing small farm workshops as described in Task 1.
- Emails verifying landowner/operator/resident participation in trainings to determine eligibility for rebate program.

Flow Chart A
Broad-Scale Description of Landowner Contacts through Whatcom County PIC Program



WCD-2019-001
DRAFT

General notes:

- The flow chart on page 1 and the process summarized below does not include identification, correction and tracking of on-site sewage system (OSS) sources. Whatcom County Health Department works closely with Whatcom Clean Water Program partners within and outside of PIC program focus areas to follow up on referrals for possible human sewage pollution sources. County Health informs landowners of OSS operation and maintenance responsibilities and requirements separately from livestock and manure use related PIC program focus area letters.
- WSDA Dairy Nutrient Management Program staff support PIC program focus area efforts through water quality monitoring, source identification and field observation.
- WCPW maintains ongoing communication with partner agencies throughout the PIC program process to monitor status and progress of pollution source identification and corrections, property contacts, and water quality data.

Flow Chart summary:

1. Based on data review and consultation with partner agencies, Whatcom County Public Works (WCPW) chooses a focus area to prioritize pollution reduction efforts.
2. WCPW and WCD staff conduct a windshield survey of the focus area to note likely presence or absence of livestock or evidence of manure use on properties. In Portage Bay watershed focus areas, WCPW will reference existing ECY watershed/field conditions assessment mapping information and dairy field information to supplement the windshield survey observations and help capture all parcels with potential livestock or manure use. Map and database are used to track property contact and status.
3. Agencies monitor conditions (visual observations, water sampling) within focus area to inform landowner contact. If an obvious, substantial pollution source is identified, agencies will inform WCPW to adjust and expedite the landowner contact process to achieve compliance. Responsibility for dairy-related contact remains with WSDA staff. Agency monitoring will help compile observations and data to support source identification efforts and/or potential future compliance actions.
4. WCPW leads contact of all focus area residents through letter from Executive/Council. This letter is followed by a letter to those properties identified as "likely" for having livestock or who use manure on their properties. A series of up to four total letters recommends contact with WCD or follow up with WCPW. After initial letters from WCPW, WCD attempts to contact livestock and/or manure-using properties through phone call(s).
5. Successful contact with resident results in WCD staff site visit to assess pollution sources and discuss opportunities to correct identified sources or to confirm that property is not a pollution concern. Those in need of pollution source correction and who choose to cooperate move on to develop farm plan. Non-cooperators are those who decide they are not interested in continuing with voluntary action or who stop participating at some point. WCD communicates to WCPW about landowner decisions.
6. Landowner commits to and participates in WCD farm planning process. Cooperative resident continues on to BMP implementation. WCD communicates to WCPW about residents who choose not to pursue implementation of farm plan/corrective actions.
7. WCD staff assist landowners with farm plan implementation and communicate progress to WCPW.
8. WCPW receives status updates from WCD regarding landowner contact outcomes. WCPW also receives water quality and field observation information directly from agencies conducting monitoring activities.
9. WCPW consults with regulatory agencies for properties who opt out of voluntary participation in the PIC program. ECY and PDS staff evaluate whether sufficient information exists to move forward with attempts to gain compliance with water pollution control law and/or CAO requirements.
10. Based on determination of adequate evidence of violation, ECY and/or PDS move forward according to relevant protocols.
11. If inadequate evidence exists to support pursuing enforcement action or contact by regulatory agency, the property remains on a "parking lot" list of unresponsive or uncooperative properties. Agencies continue to watch parking lot properties and could contact these properties at a later date if water quality data determines need.
12. WCPW and WCD maintain primary responsibility for outreach and education to non-dairy agriculture properties in PIC program focus areas. This includes community meetings, events, and PIC program letters and follow up. ECY and PDS staff have a role in informing the outreach and ensuring their compliance role responsibilities are communicated and understood. The ECY Communications Manager may support coordinated water quality outreach strategy and content. WSDA maintain communication with dairy producers. All agencies may maintain communication with WID members and leadership.
13. See separate ERTS response flowchart.

EXHIBIT B-1- BUDGET
Pollution Identification and Correction (PIC) Program
Non-Dairy Agriculture Technical Assistance

As consideration for the services provided pursuant to the Scope of Work, the County agrees to compensate the District in an amount not to exceed the contract amount of **\$530,182** with additional details provided below. The budget for this agreement is provided through federal funding from DOH Grant Agreement GVL24435-1. Federal funding is provided by US Environmental Protection Agency federal grant award #PC-01J18001 to Washington State Department of Health. CFDA# 66.123. Requests for payment and reimbursement by the County will coincide and be based on the successful completion of services described in Exhibit A-1.

Requests for reimbursement should contain the name of the employee, title, dates of service, number of hours, individual hourly billing rate, total by employee and grand total. Personnel time shall be supported by signed employee timesheets that account for the total activity of the employee including time spent on this grant-funded project. In addition, supporting documentation for the hourly billing rate computation and the most recent federally approved indirect rate must be submitted at the beginning of the project. Requests for reimbursement of other expenses must be accompanied by copies of paid invoices itemizing costs incurred. Mileage requests should be supported by mileage logs. Supporting records shall comply with documentation requirements found in OMB Super Circular 2 CFR Part 200.430 (i) Standards for Documentation of Personnel Expenses. Whatcom County does not reimburse the cost of alcoholic beverages. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the subrecipient's expense. **NOTE: International travel requires pre-approval by EPA.**

	Personnel	Estimated Rate/Unit	Cost
Personnel (Salaries and Benefits) Actual Costs*			
	Admin	\$ 45.93/hr	\$ 228,449 Technical Assistance \$180,497 Data Coordination \$5,360 Farm Series Workshops
	Mgmt/Admin/Engineer	\$ 74.40/hr	
	Education and Outreach Coordinator	\$ 56.50/hr	
	GIS Technician	\$ 54.10/hr	
	Outreach Technician	\$ 24.27/hr	
	Farm Plan Coordinator	\$ 50.80/hr	
	Farm Planner	\$ 42.65/hr	
	Data Coordinator	\$ 46.72/hr	
	Research Specialist	\$ 50.37/hr	
Overhead		25% of salaries/benefits	\$ 103,576
Trainings	Data Coordinator		\$ 3,000
Good and services	Soil tests, manure tarps, digital equipment for photos/videos (up to \$1,000), event space rentals		\$ 3,300
Travel**	TA/Trainings		\$ 6,000
Totals			\$ 530,182

Not to exceed \$530,182

* These are July 2020 rates and are subject to changes with annual WCD adjustments.

** Mileage rate will be at current federal approved mileage reimbursement.

Exhibit C-1. CONTRACT INFORMATION

	Item Description	Federal Funding Source
1	Subrecipient Name (Exactly as listed in DUNS): <i>www.SAM.gov</i>	Whatcom Conservation District
2	Subrecipient DUNS Number: <i>www.SAM.gov</i>	142424899
3	Federal Award Identification Number (FAIN):	PC-01J18001-4
4	Federal Award Date	07/25/18
5	Start and End Date of the contract: Found in the "Term" section of the contract.	July 1, 2019-December 31, 2021
6	Amount of Federal Funds Obligated by this action:	\$223,932
7	Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (per funding source):	\$530,182
8	Total Amount of the Federal Award to Whatcom County:	\$1,047,732
9	Project description as listed on the FFATA form:	The purpose of this agreement is to expand the successful Whatcom County Pollution Identification and Correction (PIC) Program to cover additional drainage areas with commercial, tribal, or recreational shellfish closures or declining water quality. In addition, Whatcom County will continue the PIC program in areas where water quality improvement is still needed, with a particular emphasis on the Nooksack/Portage Bay watershed, including transboundary efforts. The agreement partially funds Puget Sound Partnership Near Term Action (NTA) #2018-0171.
10	Name of the Federal awarding agency:	EPA/Region 10/ Office of Water and Watersheds
11	Name of the pass-through entity:	Washington State Department of Health and Whatcom County Flood Control Zone District
12	Contact information for awarding official- Statement of Work (Name of County project coordinator)	Erika Douglas
13	Contact information for awarding official- General Contact:	Edouglas@co.whatcom.wa.us
14	CFDA Number	66.123
15	CFDA Name	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program
16	Is the award Research and Development?	No
17	The limiting indirect cost rate for the Federal award, if any:	NA
18	Certifications and Assurances- all requirements imposed on the subrecipient by the federal awarding agency: The contract covers all standard certifications and assurances.	
19	Are there any additional requirements imposed by the pass-through entity (Whatcom County) to meet its own responsibilities to the awarding agency: Included in contract.	Yes
20	Indirect Rate: Documentation provided by WCD Does the subrecipient have an approved indirect rate? If your contract allows indirects, you must use the subrecipient's approved indirect rate.	Yes- Approved for 59.66 %, WCD will bill 25% indirect rate
21	Access to Subgrantee's accounting records: All subrecipients are required to make their accounting	

	records available and accessible to the awarding agency. You can find this requirement in the "Records Maintenance" section of the contract.	
22	Closeout Requirements	<ul style="list-style-type: none"> (1) Submit all final billing within 30 days of the end of the contract. (2) Submit all required program reports and deliverables according to timelines in Exhibit A-1 (Scope of Work) (3) Dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer used for subaward related activities.

EXHIBIT D-1

EPA Terms and Conditions

1. General Terms and Conditions - Updated 10-1-2018

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment

(https://www.epa.gov/sites/production/files/201710/documents/updated_epa_general_terms_and_conditions_effective_october_2_2017_or_later.pdf).

The sub-recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-andconditions-effective-october-1-2018> These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <https://www.epa.gov/grants/grant-terms-and-conditions>.

2. General Terms and Conditions - Consultant Cap - Additional Information

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by sub-recipients or by a sub-recipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-dataoversight/pay-leave/salaries-wages/>

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the sub-recipient will pay these in accordance with their normal travel reimbursement practices). The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

3. General Terms and Conditions - Indirect Costs for States and Tribal

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award. In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the subrecipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

The local government sub-recipient whose cognizant federal agency has been designated by the Office of Management and Budget (OMB) must develop and submit its indirect cost rate proposal to its cognizant agency within six (6) months after the close of the governmental unit's fiscal year. If the cognizant federal agency has not been identified by the OMB, the local government sub-recipient must still develop (and when required, submit) its proposal within that period.

The interstate agency sub-recipient must send its proposal to its cognizant federal agency within six (6) months after the end of its fiscal year. If EPA is the cognizant federal agency of either the interstate agency or the local government, the sub-recipient must send its indirect cost rate proposal within six (6) months after the end of its fiscal year to:

Regular Mail

Office of Grants and Debarment
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3903R Washington, DC 20460
Attn: OGD Indirect Cost Rate Proposal Control Desk

Mail Courier (e.g. FedEx, UPS, etc.)

Office of Grants and Debarment
U.S. Environmental Protection Agency 1300 Pennsylvania Avenue, NW, 5th floor Washington, DC 20004
Attn: OGD Indirect Cost Rate Proposal Control Desk

Electronic submissions of proposals may be mailed to OGD_IndirectCost@epa.gov. The sub-recipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

4. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

The subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described in the underlying Terms and Conditions based upon the associated class deviation.

GENERAL COMPLIANCE, 40 CFR, Part 33**EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B**

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government subrecipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government subrecipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Subrecipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Subrecipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the subrecipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, sub-recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

The sub-recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

Annual reports are due by October 15 of each year. Final reports are due by October 30 or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

See EPA Office of Small and Disadvantaged Business Utilization's Home Page at <https://www.epa.gov/resources-small-businesses>.

5. CONTINGENT FUNDING

EPA is partially funding this agreement. There is no guarantee of funding beyond the first year. The Total Approved Assistance Amount identified in the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If the County/DOH informs the sub-recipient that the Total Approved Assistance Amount of the grant funding this agreement will be reduced, the sub-recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

Programmatic Conditions

(PC) Puget Sound Action Agenda: Technical Investigations and Implementation Assistance
Program Programmatic Terms and Conditions:

1. Semi-Annual Performance Reports (FEATS Reports)

The subrecipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports will be submitted to the DOH Contract Manager on the FEATS form provided by the Contract Manager and shall be submitted electronically.

In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance (FEATS) reports that include brief information on each of the following areas:

- a. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- b. the reasons why established goals were not met, if appropriate;
- c. additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the DOH Contract Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the DOH Contract Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. Final Performance Report

The subrecipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Contract Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract Manager deems such a report is inappropriate or unnecessary.

3. Program Income – Addition

If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by DOH and the subrecipient, and shall be used to further eligible project objectives.

4. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the

Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

6. Competency of Organizations Generating and/or Using Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm. Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

7. Water Quality Exchange (WQX) Requirement

Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan (QAPP) as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the EPA's Water Quality Exchange (WQX) database using either WQX or WQX web. There are two options for submitting data using WQX. You can choose a standard web-based application (WQX Web) that uses Microsoft Excel spreadsheets or you can choose to create a custom submission application using WQX XML schema through Exchange Network Nodes or Node Clients. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the WQX structure. WQX web is a web based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. Water quality data appropriate for WQX include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. More information about WQX and WQX web, including tutorials, can be found at <http://www.epa.gov/storet/wqx/>.

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in WQX or some other database). Sub-recipients are encouraged to develop a cross-walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

7. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date - April 16, 2013), or the October 28,

2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

8. International Travel (Including Canada) - -- PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) **BEFORE** travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your DOH Contract Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your DOH Contract Manager.

9. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

10. Lobbying and Litigation – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

All Subrecipients.

- i. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The subrecipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and

will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

11. Quality Assurance Requirements (2 CFR 1500.11)

Acceptable Quality Assurance documentation must be submitted to the DOH Contract Manager within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DOH Contract Manager, in concert with the Ecology Quality Assurance Manager, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <http://www.epa.gov/ogd/grants/assurance.htm>.

Instructions to Submit Quality Assurance Documents for Review:

Subrecipients shall refer to Washington State Department of Ecology's NEP Quality Assurance website at: <https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees> for guidance and templates.

1. First, contact the DOH Contract Manager as soon as a final agreement or contract statement of work is in place, to find out if a QAPP will be required for your project.
2. Then, if a QAPP is required, the sub-recipient will develop and submit a "publish ready" QAPP to the DOH Contract Manager for DOH review and approval.
3. After DOH has approved the content, the DOH Contract Manager will forward the QAPP to the Ecology QC for review and approval.
4. Finally, the sub-recipient will route the QAPP Approval page for all remaining signatures (project partners and laboratory managers) and submit the fully executed approval page to the DOH Contract Manager.

Work related to collecting or using environmental data may not begin until a Quality Assurance Project Plan (QAPP) is completed and approved.

12. ULO Stretch Goal:

Sub-recipient should manage their project and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to sub-recipient.

EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition to this subaward:

Stretch Goal: All funds should be spent by 2 ½ years from contract start date. Funds Awarded in this agreement should all be spent by March 2022.

Subrecipients are to apply these "stretch" goals throughout the life of the agreement and to confer with your DOH Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

13. Animal Subjects – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

Subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Subrecipient also agrees to abide by the "U.S. Government Principles for the

Utilization and Care of Vertebrate Animals used in Testing, Research, and Training.” (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at: <http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>. For additional information about the Principles, the subrecipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: <http://www.nap.edu/readingroom/books/labrats/>.

14. Copyrighted Material and Data – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

15. Light Refreshments and/or Meals – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION. APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved contract, the sub-recipient agrees to obtain prior approval from DOH for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The sub-recipient must send requests for approval to the DOH Contract Manager and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for sub-recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Sub-recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the sub-recipient’s DOH Contract Manager; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. EPA policy prohibits the use of

EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the sub - recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301 -74.7)

16. State Grant Cybersecurity– PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

- (a) The sub-recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the sub-recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the sub-recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the sub-recipient agrees to contact the EPA Project Officer and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the sub-recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-359

File ID:	AB2020-359	Version:	1	Status:	Agenda Ready
File Created:	09/01/2020	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Tetra Tech Inc to amend Whatcom County Contract 2019-06008-2 in the amount of \$23,268 for a total amended contract amount of \$61,553

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This contract amendment number 3 provides the engineering support services for the drainage improvements on Leeward Way near Southgate Road This contract also includes engineering support services during construction

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo-Leeward Way Contract.pdf, Leeward Way Contract.pdf

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



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

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Kraig Olason, Stormwater Program Manager *ko*

DATE: August 28, 2020

RE: Amendment No. 3 to Whatcom County Contract No. 201906008-2- TetraTech, Inc.
Leeward Way Drainage Improvements Project

Enclosed are two (2) originals of Amendment No. 3 of Whatcom County Contract No. 201906008-2 between Whatcom County and Tetra Tech, Inc. for your review and signature.

Background and Purpose

This amendment provides construction support services for this project. Tetra Tech, Inc. has completed the Leeward Way Drainage Improvements Project design and bid package. The project was designed to correct the reoccurring drainage issues within the Leeward Way Right-of-Way, near Southgate Road. Existing stormwater infrastructure located within Leeward Way is currently not conveying stormwater as originally intended, which results in water over the roadway. This project will collect and convey surface water down a steep eroding bluff to the shore.

Funding Amount and Source

This project is funded by existing budget authority in the Stormwater Division budget (Cost Center 123501). Contract Amendment No. 1 did not change the contract amount, and was a time extension amendment. Contract Amendment No 2 added scope to address the conditions on the Lummi Planning Department's Land Use Permit necessary to complete the design. The original contract amount is \$31,730.00, contract Amendment No. 2 was for \$6,555.00, and this amendment is \$23,268.00, bringing the total contract amount to \$61,553.00.

Differences from Previous Contract

The unanticipated design changes required a contract time extension and the consultant reworking the plans, specifications, and estimates to accommodate input from regulatory agencies, property owners, utility companies, archeologists, County maintenance staff, the County Engineer, and COVID-19 contract modifications. The added complexity of this project requires more engineer involvement than was previously scoped in the original contract. The original contract included approximately \$4,850 for construction support. This amendment

expands the construction support services work in the original contract; the amendment includes record drawings, potential change orders, additional site visits/meetings, and additional contractor submittal reviews.

Please contact Kraig Olason at extension 6301 or Ben Kuiken at extension 6303, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Stormwater - 907620
Contract or Grant Administrator:	Kraig Olason, Stormwater Program Manager
Contractor's / Agency Name:	Tetra Tech, Inc.
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 #: 201906008	
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): RFQ 17-01 Contract Cost Center: 123501	
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 checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 38,285.00 This Amendment Amount: \$ 23,268.00 Total Amended Amount: \$ 61,553.00	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
This contract amendment provides the construction management services for the drainage improvements on Leeward Way near Southgate Road. This contract also includes engineering support services during construction.	
Term of Contract: N/A	Expiration Date: September 15, 2021

Contract Routing:	1. Prepared by: Ben Kuiken	Date: August 25, 2020
	2. Attorney signoff: Christopher Quinn	Date: 8/29/2020
	3. AS Finance reviewed: M Caldwell	Date: 8/28/2020
	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:

Amendment No. 3
Whatcom County Contract No. 201906008
CONTRACT BETWEEN WHATCOM COUNTY AND
TetraTech, Inc.

THIS AMENDMENT is to the Contract between Whatcom County and Tetra Tech, Inc., dated September 15, 2020 and designated "Whatcom County Contract No. 201906008". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through September 15, 2021, and increases the maximum consideration by \$23,268.00 to a total consideration of \$61,553.00.

This Amendment also adds the following: Exhibit A – Scope of Work, Exhibit B – Budget, and Certificate of Insurance

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

This Amendment takes effect: September 15, 2020, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Tetra Tech, Inc. have executed this Amendment on the date and year below written.

DATED this _____ day of _____, 20____.

CONTRACTOR:

CONTRACTOR NAME

[Signature]
Jerry Scheller, P.E., Senior Project Manager
Gerard

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this 21 day of AUG 2020, before me personally appeared *[Signature]* to me known to be the _____
Senior Project Manager of the TetraTech and who executed the above instrument and who
 acknowledged to me the act of signing and sealing thereof.



[Signature]
 NOTARY PUBLIC in and for the State of Washington,
[Signature] printed name,
 residing at *[Signature]*
 My commission expires 1 APR 2022

WHATCOM COUNTY:

Recommended for Approval:

 9/1/20
Jon Hutchings, Public Works Director Date

Approved as to form:

 8/31/2020
Christopher Quinn Date
Senior Deputy Prosecuting Attorney-Civil Division

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, before me personally appeared Satpal Singh 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,
_____, printed name.
residing at _____. My commission
expires _____.

CONTRACTOR INFORMATION:

Tetra Tech, Inc.
Jerry Scheller, P.E., Senior Project Manager
1420 Fifth Avenue, Suite 650
Seattle, WA 98101

Contact Phone: 206-883-9414
Contact FAX: 206-883-9301
Contact Email: jerry.scheller@tetrattech.com

EXHIBIT A – SCOPE OF WORK

LEEWARD WAY DRAINAGE IMPROVEMENTS

AMENDMENT NO. 3 TO CONTRACT 201906008

This scope of work describes additional tasks needed for Construction Management Services for the drainage improvements on Leeward Way near Southgate Road.

The following tasks include a description of the additional work involved and the associated amended or additional deliverable(s) for these tasks.

TASK 1 CONSTRUCTION SUPPORT

Tetra Tech will provide the following additional engineering assistance during construction.

- Pre-construction meeting - One consultant representative will attend a pre-construction meeting.
- RFI Review - Review 3 requests for information (RFI)
- Contractor Submittal Review – Review 6 Contractor provided submittals.
- Material Submittal Review - Review 3 Request for Approval of Materials (RAM)
- Contract Change Orders –Prepare up to 3 contract Change Orders.
- Onsite Meetings - At least one Consultant representative will attend three onsite meetings with Whatcom County and Contractor staff. The schedule of the meeting will be determined during the construction period.
- Phone Meetings - At least one consultant representative will participate by phone in up to 6, one-hour meetings, with Whatcom County and Contractor staff. The schedule of the meetings will be determined during the construction period.
- Punchlist Walkthrough – At least one Consultant representative will attend an onsite meeting to perform a walkthrough of the project with Whatcom County and Contractor staff. The schedule of the meeting will be determined during the construction period.
- Record Drawing preparation per Whatcom County As-Built/Record Drawing Policy and Procedures.

Assumptions

- All administrative coordination and contract management activities with the Contractor will be performed by Whatcom County.
- The process for submitting RFI's will be discussed with the Contractor at the Pre-construction meeting.
- The County will perform plan and material reviews when feasible. The County Engineer may consult with the Engineer of Record as necessary. Engineer may review a material submittal (Request for Approval of Materials), and/or review contractor provided plans (For Example: Bypass plan, traffic control plan, TESC plan, Safety Plans, TERO Compliance Plan, etc.)
- Change Order preparation assistance at 8 hours per change order.
- Preconstruction meeting will be a remote meeting (i.e. Zoom, GoToMeeting, Skype, etc.) and assumes 2 hours.
- Onsite meeting assumes three site visits at 6 hours per visit.
- Onsite meeting for a punchlist walkthrough is assumed to be 6 hours.
- Phone coordination meetings assume 1 hour per meeting.
- The complete Record Drawings for the project will be reviewed twice by County Staff.
- Reference to "Engineer" in the Project Specifications directing onsite Contractor operations during working periods apply to Whatcom County's Project Engineer.
- Engineering direction to the Contractor regarding engineering design issues will be through Whatcom County's Project Engineer.

- Whatcom County Project Engineer will lead all meetings including developing the agenda and preparing meeting minutes.
- The processing time for RFI responses, and change orders will be determined with input from the contractor and Whatcom County at the pre-construction meeting.
- Whatcom County's Project Engineer will prepare the punchlist and coordinate resolution of listed items with the Contractor.
- Tetra Tech is not responsible for proper construction means, methods, techniques; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or County's expectations.
- This scope of services assumes a six-month project duration.

Deliverables

- Review up to 3 RFI submittals.
- Review up to 6 Contractor provided submittals.
- Prepare 3 contract Change Orders
- Attend 1 pre-construction site meeting.
- Attend 3 on-site meetings.
- Attend 1 Punchlist walkthrough meeting.
- Participate by phone in up to 6 construction coordination meetings.
- Record drawings.

TASK 2: PROJECT MANAGEMENT

Provide ongoing project management and coordination with the project team.

- Coordinate labor, meeting key scheduling milestones, and maintaining budget.
- Prepare six monthly progress reports which include a summary table comparing amount expended and remaining budget.

Deliverables

Monthly invoices and progress reports.

EXHIBIT B – BUDGET
LEEWARD WAY DRAINAGE IMPROVEMENTS
AMENDMENT NO. 3 TO CONTRACT 201906008

<div><div><div><div></div></div></div><div>Price Proposal</div></div>		Labor Plan								Price Summary / Totals				
		5 Resource								Task Pricing Totals		23,268		
Leeward Way Drainage Improvements Amendment 3 Services during Construction	Bill Rate >	225.00	198.00	183.00	156.00	114.00	127.00	119.00	101.00	Specify Add'l Fees on Setup		0		
	Proj Area >	Eng	Eng	Eng	Eng	Eng	Eng	Admin	Admin	Technology Use Fee				
Submitted to: Whatcom County Public Works										23,268				
Contract Type: T&M														
Project Phases / Tasks	Total Labor Hrs	Sr. Project Manager	Senior Civil Engineer	Senior Civil Engineer	Civil Engineer	Civil Engineer	CAD Designer	Legal Contracts/Senior Admin	Admin	Labor	Subs	Travel	Task Pricing Totals	
	145	11	13	59	2	48	2	8	2	23,038	-	230	23,268	
Task 1. Construction Support	130	6	13	59	2	48	2	-	-	20,759		230	20,989	
1.1 Precon	2			2						366		230	596	
1.2 Submittal Review	28	4	8	10		6				4,998			4,998	
1.3 Response to RFI	11	2		3		6				1,683			1,683	
1.4 Change Orders	23		3	10	2	8				3,648			3,648	
1.5 Onsite meeting	18			18						3,294			3,294	
1.6 Weekly phone conference during construction	8		2	6						1,494			1,494	
1.7 Punchlist walkthrough	6			6						1,098			1,098	
1.8 Record drawings	34			4		28	2			4,178			4,178	
										-			-	
Task 2. Project Management	15	5	-	-	-	-	-	8	2	2,279			2,279	
2.1 Project Administration	6	2						2	2	890			890	
2.2 Progress Reporting	9	3						6		1,389			1,389	
	0												0	
Totals		145	11	18	59	2	48	2	8	2	23,038	-	230	23,268

Budget Narrative

- Contract amounts shall not exceed the total budget referenced (above). As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the project budget (Exhibit B). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 10%. Expense reimbursement requests must be accompanied by copies of paid invoices. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.
- Hourly rates are subject to a 3% annual escalation, with County approval.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/23/2020

Holder Identifier :

Certificate No : 570083606319



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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Ins Co INSURER B: Lexington Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Tetra Tech, Inc. 17885 Von Karman Ave., Suite 500 Irvine CA 92614 USA	NAIC # 16535 19437

COVERAGES **CERTIFICATE NUMBER:** 570083606319 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO181740601	10/01/2019	10/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP1857085-01	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Env Contr Prof			028182375 Prof/Poll Liab - Claims M SIR applies per policy terms & conditions	10/01/2019	10/01/2021	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Job Description: Tetra Tech will prepare preliminary and final design documents for construction of the Leeward way Drainage Improvements project using accepted engineering practices, and Whatcom County engineering guidance and standards. Whatcom County is included as Additional Insured in accordance with the policy provisions of the General Liability policy as required by written contract. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions as required by written contract. A waiver of Subrogation is granted in favor of Whatcom County in accordance with the policy provisions of the General Liability, Automobile Liability and Professional Liability policies as required by written contract. Stop Gap Coverage for the following

CERTIFICATE HOLDER Whatcom County Attn: Jon Hutchings 322 N. Commercial Street, Suite 224 Bellingham WA 98225 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
--	---



AGENCY CUSTOMER ID: 570000036654

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Tetra Tech, Inc.	
POLICY NUMBER See Certificate Numbe 570083606319			
CARRIER See Certificate Numbe 570083606319	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

states: OH, ND, WA, WY.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-364

File ID:	AB2020-364	Version:	1	Status:	Agenda Ready
File Created:	09/02/2020	Entered by:	PRice@co.whatcom.wa.us		
Department:	Information Technology Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a five-year lease agreement, using the National Association of State Procurement Officials ValuePoint Master Agreement #ADSP016-00006328 and State of Washington Participating Addendum #05515, between Whatcom County and Pitney Bowes for a replacement Pitney Bowes Connect+ SendPro mail machine, in the amount of \$50,887.25

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Lease Agreement

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**



INFORMATION TECHNOLOGY

Whatcom County Courthouse
311 Grand Avenue, Suite 305
Bellingham, WA 98225-4038

PERRY L. RICE
IT Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive
Whatcom County Council

THROUGH: Tyler Schroeder, Deputy County Executive *TPS*

FROM: Perry Rice, IT Manager *PR*

RE: Pitney Bowes Connect+ SendPro Mail System Lease Agreement

DATE: August 21, 2020

Enclosed for your consideration is a proposed agreement between Pitney Bowes and Whatcom County for the lease of a replacement mail system.

• **Background and Purpose**

Whatcom County Information Technology (IT) provides consolidated mail services for all departments. In 2019, IT processed 232,772 pieces of mail and applied \$142,250.94 in postage using the current Pitney Bowes Connect+ 3000 mail machine.

The current mail system has been in place for five years, is at the five-year standard equipment lifecycle and will no longer be supported by the manufacturer after 2020.

This five-year lease agreement replaces the current Pitney Bowes model Connect+ 3000 mail machine with a Pitney Bowes Connect+ SendPro mail system using NASPO ValuePoint Contract # ADSPO016-00006328 & the State of Washington Participating Addendum Contract #05516.

In order to reduce costs, we re-evaluated our needs and are able downgrade the speed from 310 to 270 pieces per minute and eliminate two features that should not impact our services:

- Differential Weighting for 70 lb. Scale
- Power Stacker Portrait Flats Kit.

• **Funding Amount and Source**

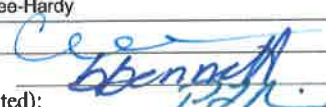
The amount of the agreement is \$10,177.45 a year for a total of \$50,887.25 over the five-year lease which is less than the last contract by \$624.11 per year for a total over five years of \$3,120.55. The source of funding is the base budget of IT cost center 507410.

Please contact Perry Rice at x5235 if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	AS - Information Technology								
Division/Program: (i.e. Dept. Division and Program)	IT - Countywide Mail Services								
Contract or Grant Administrator:	Perry Rice								
Contractor's / Agency Name:	Pitney Bowes								
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? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 507410.6860									
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input checked="" type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency	<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency								
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).								
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.								
<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.								
Contract Amount:(sum of original contract amount and any prior amendments): \$ 848.12 x 12 months = \$10,177.45 per year (\$50,887.25) 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: _____									
Request authorization for the County Executive to enter into a five year lease agreement, using ADSP016-00006328 and Washington State Contract # 05516, between Whatcom County and Pitney Bowes for a new Pitney Bowes Connect+ SendPro mail system, in the amount of \$50,887.25.									
Term of Contract: 5 Years Expiration Date: 12/31/2025									

Contract Routing:	1. Prepared by: Tami Gee-Hardy	Date: 8/21/2020
	2. Attorney signoff: 	Date: 9/11/2020
	3. AS Finance reviewed:	Date: 8/20/2020
	4. IT reviewed (if IT related):	Date: 8/21/2020
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

WHATCOM COUNTY:

Recommended for Approval:

R. J. R. 8/21/2020
IT Manager Date

Approved as to form:

[Signature] 9/1/2020
Prosecuting Attorney Date

NASPO ValuePoint Term Rental Installment Agreement (Option A)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

WHATCOM COUNTY INFO SERVICE MAIL ROOM

Sold-To: Address

311 GRAND AVESTE B4, BELLINGHAM, WA, 98225-4038, US

Tax ID # (FEIN/TIN)

91-6001383 *gpl*

Sold-To: Contact Name

Tami Gee-Hardy

Sold-To: Contact Phone #

(360) 778-5236

Sold-To: Account #

0011145162

Bill-To: Address

311 Grand Ave Ste 305, Bellingham, WA, 98225-4038, US

Bill-To: Contact Name

Tami Gee-Hardy

Bill-To: Contact Phone #

(360) 778-5236

Bill-To: Account #

0010858521

Bill-To: Email

tgeehard@co.whatcom.wa.us

Ship-To: Address

311 GRAND AVE STE B4, BELLINGHAM, WA, 98225-4038, US

Ship-To: Contact Name

Tami Gee-Hardy

Ship-To: Contact Phone #

(360) 778-5236

Ship-To: Account #

0011145162

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FW7	70lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APK2	SendPro P Series Basic Label Printer Pkg
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSJ	Connect+ 270 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBE	SendPro P Series Mono Print Module
1	ERB1	eReturn Receipt Subscription - P Series
1	ERR1	E-Return Receipt Feature
1	F9DD	USPS Special Services Welcome Kit

1	M9SS	Mailstream Intellilink Services
1	ME1D	Meter Equipment - P Series, HV
1	MSD2	15" Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MT70	Platform Scale 70 LB / 35 KG
1	MW90650	Tape Moistener Asmby Connect+ 3000 Mono
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NVMA	InView Dashboard - Single Meter
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SBDS	Barcode Scanner
1	SJM3	SoftGuard for SendPro P3000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 780.24	\$ 2,340.72

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
- ☐ Tax Exempt Certificate Not Required
- ☐ Purchase Power® transaction fees included
- ☒ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; 05516

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Roger Donohue

Pitney Bowes Signature

Roger Donohue

Print Name

Operations Manager

Title

September 2, 2020

Date

Sales Information

Doug Macdonald

doug.macdonald@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

OPTION A -- NASPO VALUEPOINT TERM RENTAL (INSTALLMENT PURCHASE) LEASE TERMS AND CONDITIONS:

Attachment B.1

Pricing Plan for the NASPO ValuePoint Term Rental (Installment Purchase) Lease Terms and Conditions is as follows:

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSP016-169897 and will be the Lessor under this Term Rental (Installment Purchase) Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own a Meter. This Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserters, Pre-Sorting Equipment) awarded under ADSP016-00006328- to Pitney Bowes Inc.

Monthly Rate Factors:

<u>Term:</u>	<u>Lease Rate:</u>
36	.0326
48	.0257
60	.0216

Total Value of the Order multiplied by the applicable Monthly Rate Factor = (Monthly Equipment Lease Payment, plus applicable monthly Equipment rental, Meter Services, and value based service fees, plus the monthly cost of service maintenance for years 2 thru end of initial term, plus any applicable taxes multiplied by three (3) months = equals the Quarterly payment.

For further clarification a 36 month lease based on a \$10,000 equipment order the Quarterly payment would equal a \$326.00 monthly equipment lease payment multiplied by 3 months equaling a \$978 Quarterly lease payment. Applicable quarterly cost of service maintenance for years 2 thru end of initial term, quarterly Equipment rental, Meter Services, and value based services fees, plus any taxes, if applicable, would be added to the Quarterly payment.

L1. DEFINITIONS

L1.1 The following terms mean:

"Agreement" - the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSP016-169897, these terms and conditions, and any attached exhibits.

"Bank" - The Pitney Bowes Bank, Inc.

"Consumable Supplies" - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

"Covered Equipment" - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any Meter, Usage-based Equipment, or any standalone software, and SendKit equipment.

"Delivery Date" - the date the Equipment or other item is delivered to your location.

"Effective Date" - the date the Order is received by us.

"Equipment" - the equipment listed on the Order, excluding any Meter, and any standalone software and SendKit equipment.

"Initial Term" - the lease period listed on the Order

"Install Date" - the date the Equipment or other item is installed at your location.

"Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P or C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD") and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine.

"Meter Services" means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 2.6 of the Equipment Rental and Meter Services Terms and Conditions; and the Softguard Program outlined in Section 2.5 of the Equipment Rental and Meter Services Terms and Conditions.

"Lease" - the Order and this NASPO ValuePoint Term Rental (Installment Purchase) Lease Terms and Conditions.

"Maintenance Service" - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.

"Master Agreement" - NASPO ValuePoint Master Agreement ADSP016-169897 Mail Room Equipment, Services and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by

us, our responses to any requests for clarifications and/or our best and final offer.

"NASPO ValuePoint" - NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

"Order" - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.

"PBGFS" - Pitney Bowes Global Financial Services LLC or a wholly-owned subsidiary of Pitney Bowes Inc.

"PBI" - Pitney Bowes Inc.

"Pitney Bowes" - PBI, PBGFS and their respective subsidiaries.

"Postage Equipment Rental and Meter Services Agreement" - an agreement governing Equipment rental and Meter Services you enter into with us.

"SLA" - the Service Level Agreement.

"SLMA" - a Software License and Maintenance Agreement you enter into with us

"SOW" - a Statement of Work you enter into with us.

"State Participating Addendum" the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

"Usage-based Equipment" - equipment for which charges are based on volume of use

"USPS" - the United States Postal Service.

"We," "Our," or "Us" - the Pitney Bowes company with whom you've entered into the Order.

"You," "Your," "Lessee," or "Customer" - the entity identified on the Order.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.

L2.2 You may not cancel this Lease for any reason except as expressly set forth in Section L10 below, all payment obligations are unconditional.

L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the Meter, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

Page 1 of 3

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, SLMA fees and other charges.

L3.3 Any Meter Services fees, SLA fees, and subscription fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L3.4 Your obligations, including your obligation to pay the Quarterly Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement.

L4. EQUIPMENT OWNERSHIP

L4.1 PBI owns any Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section L10.

L5. TERM

L5.1 This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section L10, or (iii) the expiration of the Term and your payment of all Quarterly Payments and other sums due and your fulfillment of all other obligations under this Agreement.

L6. SURRENDER OF EQUIPMENT

L6.1 If you default, or terminate this Agreement by non-appropriation under Section L10, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L7.3 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI

Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.

(f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.

(g) The warranty does not cover Consumable Supplies.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.

L9. RISK OF LOSS

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of delivery by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance")
- (d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L10. NON-APPROPRIATION

L10. See Master Agreement - Section 7.2 State of Arizona Uniform Terms and Conditions, Par 4.4. Availability of Funds for the Next State fiscal year and Par 4.5. Availability of Funds for the current State fiscal year.

L11. REPRESENTATIONS

L11.1 You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Quarterly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Quarterly Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Quarterly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Quarterly Payments you agree to pay as provided in this Agreement, subject to Section L10. The rate at which the interest portion of Quarterly Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

L12. MISCELLANEOUS

- L12.1 If more than one lessee is named in this Lease, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT, THE METER OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD.
- L12.3 We may sell, or assign all or any part of this Lease or the Equipment. Any sale or assignment will not affect your rights or obligations under this Agreement.
- L12.4 All applicable taxes required to be collected by us will be shown on the invoice.
- L12.5 Any Meter used by you under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI
- L12.6 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or

any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.

- L12.7 If there is a conflict between any of the terms and conditions in this Agreement, your State's Participating Addendum and the Master Agreement ADSP016-169897, this Agreement shall prevail.
- L 12.8 The Connect+ and SendPro P or C Series mailing system may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ and SendPro P or C Series mailing system and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction
- L12.9 We will provide you with a welcome letter by email.

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: ADSP016-169897

Pitney Bowes Inc.
(hereinafter "Contractor")
and

State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: 05516

This Participating Addendum for the above referenced NASPO ValuePoint Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Pitney Bowes Inc., a Delaware Corporation ("Contractor") and is dated and effective as of October 12, 2017.

1. **SCOPE:** This Participating Addendum covers the NASPO ValuePoint Mailroom Equipment, Supplies and Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.
2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):
 - (a) **WASHINGTON STATE AGENCIES.** Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.
 - (b) **MCUA PARTIES.** The Participating Addendum also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;

- Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding) with vendor's commercial lease agreement; and
- Federally-recognized Indian Tribes located in the State of Washington.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 3.1. WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at <https://fortress.wa.gov/ga/webcust/home.html>. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.3. CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
 - (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 3.4. VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price less any returns, credits or adjustments and applicable sales tax).
- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated

as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax, returns, credits or adjustments) x .0150.

- (b) The Contractor's pricing to the State shall be adjusted to offset for the equivalent fee amount. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on net contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
 - This Washington Master Contract No.: 05516
 - The NASPO Master Agreement No.: ADSP016-169897
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) Any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Participating Addendum. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Participating Addendum and the three (3) year period immediately preceding the award of the Participating Addendum, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- (b) **PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of the Participating Addendum for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether

employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Participating Addendum and/or any agreement entered into pursuant to this Participating Addendum.

- 3.6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

4. MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

All products, services, and accessories listed on the Contractor page of the NASPO ValuePoint website.

- 4.1 **SOFTWARE LICENSE TERMS AND CONDITIONS:** Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses offered may be found on the Contractor's page on the the NASPO ValuePoint website.
- 4.2 **POSTAGE METER:** All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor and available on the Contractor's page on the NASPO ValuePoint website.
- 4.3 **LEASE AGREEMENTS:** Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSP016-169897. Master Price Agreement number ADSP016-169897 reflects the lease and/or rental options Participating State/Entity has agreed to use. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

(a) Pitney Bowes Global Financial Services LLC "GFS" Term Rental (Installment Purchase) – Option A, State & Local Rental – Option B, and State & Local Fair Market Value Lease – Option C pursuant to Sections 3.15 and 3.16, respectively and its terms and conditions are offered for lease transaction for the SMB Product line specifically listed on the NASPO ValuePoint website.

(b) For the Pitney Bowes DMT product line and related services (as described in tabs on the Price Attachments C-1 and C-2 to the Agreement ("Folders-Inserters Production, Inserters-Production, Pre-sorting Equipment Production and Software License and Subscriptions applicable to DMT Production Mail Equipment")) (the "DMT Product Line") leases may be available in an applicable State through three third party lending companies, . The preferred lending company is PNC Equipment Finance. The two alternative lending companies are IBM Credit LLC and Municipal Asset Management, Inc. The terms and conditions of the (i) Municipal Master Lease Purchase Agreement or the Muni Short Form FMV lease [PNC], (ii) a Lease/Purchase Master Agreement for State and Local Government, [IBM] and (iii) a Tax Exempt Lease/Purchase Agreement and a Rental Agreement [MAM] lease (together the "DMT Leases"), as such may be available in this State, and have been included with this Participating Addenda. Pricing by third party leasing companies for DMT Leases to be provided.

(c) The DMT Leases may be offered under the Agreement and this State Participating Addenda and, in such cases, if there is a conflict between a DMT Lease, and the State Participating Addenda, the DMT Leases shall govern. Alternatively, the DMT Leases may be offered as a separate contract outside the Participating Addenda and this Agreement. Further, in the event this State wishes to use its own lender, it will be considered a separate contract outside the Participating Addenda and this Agreement. Note that the DMT Product Line is not offered under the GFS lease program. Further, the DMT Product Line is not available for an Equipment Rental program.

(d) Sales and Purchase Tax will be charged, if required by law.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
Pitney Bowes Inc. 3001 Summer Street Stamford, CT 06926	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Bill Walter Tel: (480) 206-2984 Email: Bill.walter@pb.com	Attn: Breann Aggers Tel: (360) 407-9416 Email: Breann.aggers@des.wa.gov


6. **SUBCONTRACTORS:** All Contractor's Dealer's and Reseller's authorized in the State of Washington, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Dealer's and Reseller's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum. All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: 05516 and the Lead State price agreement number: ADSP016-169897.
8. **RISK OF LOSS:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt provided, however, that the State shall be deemed to have accepted a product as to which it doesn't indicate nonconformity within sixty (60) days of the delivery of the product.
9. **GENERAL:**
- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.

- (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) **ELECTRONIC SIGNATURES.** A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- (d) **COUNTERPARTS.** This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:


Cheral Manke

Its:


State Procurement Manager

PITNEY BOWES INC.,
A DELAWARE CORPORATION

By:


Arthur F. Adams, Jr.

Its: Director, Government Contract
Compliance



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-365

File ID:	AB2020-365	Version:	1	Status:	Agenda Ready
File Created:	09/02/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Family YMCA for operational losses incurred at their child care facilities as a result of COVID-19 impacts, in the amount of \$292,221

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Contract, Information Sheet

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**


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



Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council

FROM: Tawni Helms, Administrative Coordinator 

RE: WHATCOM RESTART – YMCA Contract

DATE: September 2, 2020

Enclosed is an agreement between Whatcom County and Whatcom Family YMCA for your review and approval.

▪ **Background and Purpose**

Whatcom Family YMCA has operated 20 childcare sites pre-COVID-19 Pandemic serving approximately 30 children at each site. All sites closed on March 16th for one week as a result of the COVID-19 pandemic. They have continued to remain open since March 23 and opened 2 additional sites to serve more children. As revenue has diminished due to program cuts and loss in YMCA memberships resulting from COVID-19 impacts.

A loss of \$52,000 per month is projected for their childcare programs as they will be working to provide all day care and synchronized learning with the school districts due to the necessity of virtual learning this fall.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$295,221. Funds under contract are made available through the Coronavirus Aid, Relief and Economic Security Act (CARES Act).

▪ **Differences from Previous Contract**

No previous contract.

Please contact Tyler Schroeder, Deputy Executive at extension 5207 if you have any questions or concerns regarding the terms of this agreement.

Enclosures

**“WHATCOM CARING”
COVID-19 CHILDCARE BUSINESS ASSISTANCE PROGRAM AGREEMENT**

THIS AGREEMENT is entered into on this 31st day of August 2020, by and between the Whatcom County, (the “County”) and Whatcom Family YMCA, recipient of a grant award under the “Whatcom Caring” Childcare Business Assistance Program, (the “Recipient”).

RECITALS

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); and

WHEREAS, on March 16, 2020, the Governor issued an emergency proclamation aimed at limiting the spread of the disease by prohibiting: (1) the onsite consumption of food and/or beverages in public venues; (2) the operation of public venues in which people congregate for entertainment, social or recreational purposes; and (3) the operation of all retail stores, except pharmacies and grocery stores, unless the stores establish and implement appropriate social distancing and sanitation measures; and

WHEREAS, the restrictions included in the Governor’s March 16, 2020 proclamation are appropriate for public health reasons, they have a significant adverse financial impact on businesses; and

WHEREAS, on March 10, 2020, the Whatcom County Executive issued a Proclamation of Emergency in response to the county-wide COVID-19 outbreak and did authorize the exercise those emergency powers contained therein and consistent with the Whatcom County Code and Whatcom County Charter;

WHEREAS, on March 23, 2020, the Governor issued an emergency “Stay Home – Stay Healthy” proclamation prohibiting all people in the State of Washington from leaving their homes and all non-essential businesses in Washington State from conducting business through April 6, 2020 and subsequently extended the proclamation through May 31, 2020; and

WHEREAS, Governor Inslee’s “Stay Home – Stay Healthy” order is appropriate for public health reasons, it will extend and deepen the adverse financial impact already being felt by businesses in the Whatcom County; and

WHEREAS, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) which, among other things, amended Section 601(a) of the Social Security Act and established the Coronavirus Relief Fund (“CRF”) into which

Congress appropriated \$150,000,000,000 to make payments for specified uses to states and certain local governments; and

WHEREAS, the CRF is available to reimburse government recipients for necessary expenditures incurred due to the COVID-19 public health emergency that were not accounted for in the government recipient's most-recently appropriated budget and that were incurred during the period between March 1, 2020 and December 30, 2020; and

WHEREAS, guidance issued by the U.S. Treasury Department indicates that necessary expenditures incurred due to the COVID-19 public health emergency include costs incurred to support local businesses that suffered losses due to COVID-19 business interruptions and related closures, or incurred costs for personal protective equipment or other materials, supplies and equipment needed to safely operate following a COVID-19-related closure; and

WHEREAS, the State of Washington has decided to distribute a certain portion of its share of the CARES Act funds to Washington counties, including Whatcom County, with such funds being administered through the Washington State Department of Commerce ("Commerce"); and

WHEREAS, pursuant to the Washington State Department of Commerce Interagency Agreement with Whatcom County through the CRF for Local Government (Whatcom County contract number 202006003) executed by the County on June 3, 2020, reimbursable expenditures must be incurred during the period between March 1, 2020 and October 31, 2020 in order for the State of Washington to close out its contracts in time to meet the United States Treasury's December 30, 2020 end date; and

WHEREAS, the County adopted Supplemental Budget Ordinance Number 13 (Ordinance 2020-035) amending the 2019-2020 Biennial Budget Increasing Appropriations and Estimated Revenues in the COVID-19 Emergency Response Fund for COVID-19 response programs from the CARES Act grant, including funds for the Program; and

WHEREAS, Whatcom County has determined that effective economic recovery from COVID-19 and its effects requires ready access to reliable, safe, and stable child care resources throughout the community; and

WHEREAS, child care businesses throughout Whatcom County are in need of financial support to help with certain costs of business interruption caused by COVID-19 and its secondary effects and to also facilitate compliance with applicable health and safety measures related to COVID-19; and

WHEREAS, the County in collaboration with the City of Bellingham established "Whatcom Caring" Childcare Business Assistance Program (the "Program"), the focus of which is providing monetary grants to financially assist community-based childcare providers who have experienced business interruptions and increased expenses as a result of COVID-19 and as is consistent with the CARES Act and CRF requirements; and

WHEREAS, the County has determined the Recipient eligible for assistance under this Program and the Recipient has been selected as an awardee pursuant to the joint City-County application and selection process.

NOW, THEREFORE, the parties herein do mutually agree as follows:

- 1. Award Amount and Eligible Expenses.** The total amount to be awarded to Recipient under the Program is \$295,221 (“Program Award Funds”). Recipient shall use Program Award Funds only to pay or reimburse Recipient for Eligible Expenses incurred during the time period set forth in Section 2. A list of Eligible and Ineligible Expenses is included in Exhibit C. A list of Eligible Expenses awarded to Recipient is attached as Exhibit B. Expenditure of Program Award Funds on Ineligible Expenses shall be subject to recapture at the discretion of the County. The Recipient agrees to repay to the County, within thirty (30) days or such other the time period specified by the County in writing, all Program Award Funds determined by the County to have been spent on an Ineligible Expense. In the alternative, the County may recapture such funds from payments due under this Agreement.
- 2. Time Period.** All Eligible Expenses must be incurred by the Recipient between March 1, 2020 and October 31, 2020. Any expenses incurred before or after this period are not Eligible Expenses for Program Award Funds. The Recipient understands that any expenses incurred in excess of Program Award Funds are the Recipient’s sole responsibility and will not be paid by the County.
- 3. Subcontracts, Subgrants, and Subawards by Recipient Prohibited.** The Recipient shall not (i) make any subgrants or subawards from the Program Award Funds provided under the Program or (ii) enter into any subcontracts relating to any Program Award Funds provided under the Program.
- 4. Compliance with Federal, State and Local Laws.** The Recipient shall comply with and obey all applicable federal, state and local laws, regulations, and ordinances. Should the Recipient’s spending of the Program Award Funds be inconsistent with applicable laws, provisions of this Agreement, or otherwise inappropriate, the County shall have the right to the return of any portion of the Program Award Funds that are later determined to have been spent in violation of applicable laws. In the alternative, the County may recapture such funds from payments due under this Agreement. The County shall not exercise this right until it has given written notice of noncompliance with applicable laws or this Agreement to Recipient, and allowed Recipient a period of ten (10) days from the date of notice for Recipient to cure the noncompliance. The right of recapture provided in this section is in addition to and not in lieu of any right which Washington law provides for breach of contract.

- a. Requirement to Provide Accurate Information. The Recipient understands and acknowledges that providing false information on any documents submitted to the County or its designees as part of the Recipient's participation in the Program may constitute fraud, and may be subject to civil and/or criminal penalties and/or sanctions.
 - b. No Use of Program Award Funds for Expenses Covered by Other Programs. The Recipient shall not use Program award funds to cover payroll or other employee-related or business-associated costs for which the Recipient has received other federal, state or regional funds, including without limitation funds made available under the Payroll Protection Program ("PPP") or unemployment insurance compensation.
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction. Recipient certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- 5. Maintenance of Records.** The Recipient shall maintain accurate written records, including accounting records such as invoices, sales receipts, and proof of payment, books, documents, data and other evidence that reflects all of Recipient's direct and indirect expenditures of Program Award Funds. These records must be sufficient to demonstrate that the funds have been used in accordance with Section 601(d) of the Social Security Act. The County may at any time review the documentation to determine the Recipient's conformance with the requirements of the Program, and the Recipient shall make available to the County, upon request, all of the Recipient's records and documents with respect to all matters covered by this Agreement.
- a. The County may require the Recipient to provide additional documentation if the existing documentation is deemed incomplete.
 - b. The Recipient shall retain all records related to this Agreement for a period of six (6) years following the receipt of Program Award Funds. These records, including materials generated under the contract, shall be subject at all reasonable times to inspection and review by the County, and to an audit by the Washington State Department of Commerce, personnel duly authorized by Commerce, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
 - c. If any litigation, claim or audit is started before the expiration of the six (6) year period provided in Section 4(b) above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- 6. No Employee Relationship.** The Recipient understands and acknowledges that neither the Recipient nor any officer, employee or agent of the Recipient shall be considered to be an employee of the County, nor entitled to any benefits accorded County employees, by virtue of the services provided under this Agreement. The County shall not be responsible for assuming the duties of an employer with respect to the Recipient or any employee of the Recipient.
- 7. Indemnification.** The Recipient shall defend the County and indemnify and hold the County harmless against any claim or liability of any nature in connection with or arising in any manner out of this Agreement including, without limitation, any breach of covenants, representations, certifications, and warranties made by Recipient in connection with the application or the provisions of Program Award Funds under the Program, and any determination by the County, the United States Treasury, the State of Washington, or any other governmental authority or as otherwise determined by a court of law, that the Recipient's administration or expenditure of Program Award Funds awarded under the Program was inconsistent with, or in violation of, any applicable law, including the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith, or any use of the Program Award Funds provided under the Program to the Recipient, or the performance of the services or activities relating thereto, or any other activities of the Recipient, its subcontractors. Agents, independent contractors, or employees. In the event of any dispute between the Recipient and its employees, subcontractors or anyone with a claim to some or all of the Recipient's Program Award Funds, the Recipient shall be responsible for resolution of any such claim and the County shall have no responsibility or obligation in the resolution process or outcome.
- 8. Non-discrimination.** The Recipient shall conduct its business and use funds in a manner which assures fair, equal and non-discriminatory treatment of all persons, including maintaining open hiring and employment practices, and compliance with all requirements of applicable federal, state or local laws or regulations related to hiring and employment practices and providing services to all persons, without discrimination as to any person's race, color, religion, sex, sexual orientation, disabled veteran condition, physical or mental handicap or national origin.
- 9. Complete Agreement.** This Agreement sets forth the complete expression of the agreement between the Parties, and any oral representations or understandings not incorporated herein are excluded.
- 10. Waiver.** Any waiver by the Recipient or the County of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

11. Modification. This Agreement may only be amended by written agreement signed by both Parties.

12. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

13. Notices.

A. Notices to the Whatcom County shall be sent to the following address:

Whatcom County Executive's Office
Attn: Tawni Helms
Whatcom County Courthouse
311 Grand Avenue
Bellingham, WA 98225

B. Notices to the Recipient shall be sent to the following address:

Whatcom Family YMCA
Attn: Allison Hegan
322 E. Holly Street
Bellingham, WA 98225

14. Assignment of Contract. The Recipient shall not assign this contract without the prior written consent of the County.

15. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in Whatcom County.

16. Disclaimer of Liability. Washington State Department of Commerce and the State of Washington are not liable for claims or damages arising from the Recipient's performance of this Agreement.

IN WITNESS WHEREOF, the County and Recipient have executed this Agreement as of the date first above written.

DATED this _____ day of _____, 2020, for the **RECIPIENT**.

Bill Ziels, CEO

STATE OF WASHINGTON)
) ss

COUNTY OF WHATCOM)

On this _____ day of _____, 2020, before me personally appeared Bill Ziels, to me known to be CEO, 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
_____.

DATED this _____ day of _____, 2020, for **WHATCOM COUNTY**.

Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss

COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh 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
_____.

Approved as to Form:

Christopher Quinn per 8/31/20 email
Christopher Quinn,
Whatcom County Senior Deputy Prosecuting Attorney

Exhibit A

(SCOPE OF WORK)

I. Background

Whatcom Family YMCA has operated 20 childcare sites pre-COVID-19 Pandemic serving approximately 30 children at each site. All sites closed on March 16th for one week as a result of the COVID-19 pandemic. They have continued to remain open since March 23 and opened 2 additional sites to serve more children. As revenue has diminished due to program cuts and loss in YMCA memberships resulting from COVID-19 impacts.

A loss of \$52,000 per month is projected for their childcare programs as they will be working to provide all day care and synchronized learning with the school districts due to the necessity of virtual learning this fall.

II. Statement of Work

The Contractor will be reimbursed for operational losses incurred at their childcare facilities as a result of COVID-19 and for measures taken to decrease the transmission of COVID-19 among clients and staff.

III. Reporting Requirements

Contractor will complete a Financial Position Worksheet (template to be provided by the County) to document financial impact of COVID-19.

Exhibit B (COMPENSATION)

I. Budget and Source of Funding: Funding for this contract may not exceed **\$295,221**. Funds under Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce CARES (CFDA 21.016). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

Cost Description	Documents Required w/Invoice	Budget
Operational losses directly related to COVID-19	Financial Position Worksheet indicating pre-COVID and post-COVID monthly revenue and expenses	\$295,221
TOTAL		\$295,221

III. Invoicing

1. The Contractor shall submit itemized invoices not more than monthly in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service except final invoices which must be received by November 4, 2020. Invoices submitted for payment must include the items identified in the table above.
The Contractor shall submit invoices (*include contract#*) to:
Whatcom County Executive Office
Attn: Tawni Helms
311 Grand Avenue, Suite 108
Bellingham, WA 98225
2. Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, of the labor performed as described on this invoice.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. 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

ELIGIBLE AND INELIGIBLE USES OF WHATCOM CARES GRANT FUNDS

An eligible use of grant funds means a cost incurred due to COVID-related public health measures or business interruption.

A. Eligible Uses of Program Grant Funds:

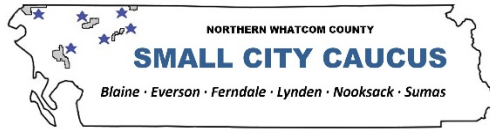
- I** Not to exceed operational loss:
 - a. Payment of rent or required monthly loan payments.
 - b. Payments of regular wages, employee benefits and taxes; provided such expenses have not been and, to the best knowledge of the Recipient, will not be reimbursed under any federal, state or regional program, including any grant or loan programs.
 - c. Expenditures involved in typical operating costs, including those set forth on an income statement as a regular, ongoing cost of operating the business.
 - d. Typical draws or wages paid on a regular interval to the owner; provided such draws or wages are consistent with those paid to the owner in previous corresponding quarters, years or other appropriate time intervals.
- II** Expenses for compliance with compliance with COVID-19-related public health measures:
 - a. including personal protective equipment and supplies, plexiglass barriers or other similar equipment and expenses reasonably necessary for the protection of public health and the health of Recipient owners and employees.

B. Ineligible Uses of Program Grant Funds:

- a. Political campaign contributions or donations.
- b. Charitable contributions or gifts.
- c. Bonus payments to Recipient owners, officers or employees.
- d. Payment of wages to any member of the Recipient owner's family who is not a bona fide employee.
- e. Draws or salary to Recipient owner that exceeds the amount paid over a corresponding interval, quarter, or year in 2019.
- f. Paydown or payoff of debt by more than the monthly amount required by the underlying debt instrument.
- g. Payroll and other employee- or business-associated costs for which the Recipient has received or expects to receive reimbursement from other federal, state or regional funds (*e.g.* Payroll Protection Program or unemployment insurance).
- h. Damages covered by insurance.
- i. Reimbursement to donors for donated items or services.
- j. Severance pay.
- k. Legal settlements.
- l. Lost profits.
- m. Any expenses not considered an eligible business expenses by the Department of the Treasury Internal Revenue Service.

Exhibit D

Recipient Application **Childcare Assistance Application**



If you have questions about this application, are a closed operator, or require additional support to complete it, please contact:

Opportunity Council's Child Care Aware of NW Washington
8:00 am – 5:00 pm, Monday – Friday
Phone: (360) 734-8396 x227
Toll free: (888) 444-1862 x227
Email: childcare@oppco.org

This application must be received no later than August 7th, 2020 at 11:59pm. Late applications will not be accepted.

Provider Information

Childcare Business Name

Whatcom Family YMCA

Unified Business Identifier (UBI) Number

Whatcom Family YMCA

371001628

If you do not have a UBI number, please use your Social Security Number.

Contact Name

Whatcom Family YMCA

371001628

Allison Hegan

Phone

Whatcom Family YMCA

371001628

Allison Hegan

(360) 733-8630

Alternate Phone

Whatcom Family YMCA

371001628

Allison Hegan

(360) 733-8630

(626) 840-2347

Email

Whatcom Family YMCA

371001628

Allison Hegan

(360) 733-8630

(626) 840-2347

ahegan@whatcomymca.org

Business Profile

☐ Woman Owned

☐ Minority Owned

☐ HUD Section 3

☐ Registered non-profit in WA State

Whatcom Family YMCA

371001628

Allison Hegan

(360) 733-8630

(626) 840-2347

ahegan@whatcomymca.org

Page 1 of 14

☒ Federal government 501(c)(3) nonprofit

Please indicate if your business is designated as any of these (select all that apply).

[Office of Minority & Women's Business Enterprises](#)
[HUD Section 3](#)

Total Licensed Capacity

☐ Less than 50 spots ☒ 50 or more spots

For all your sites combined

Child Care Service Locations

Please add all child care service locations for which you are requesting funding.

Site 1

Address

1256 North State Street

Address Line 1

Address Line 2

Bellingham

City

98225

Zip Code

License Start Date

5/1/1992

License Expiration

☒ Yes ☐ No

Does the license have an expiration date?

Number of Spaces

8

The number of spaces for children this site is licensed for.

Age Range

4 weeks through 11 months

Age of children this site is licensed for.

Percent USDA Food Assistance

0%

Percentage of spaces typically (pre-COVID) filled by children eligible for USDA food assistance.

COVID Closures

Page 2 of 14

Dates this site was closed due to COVID.

Average Monthly Pre-Crisis Enrollment

Infants

Toddlers

Preschool

School-aged

Average Monthly Current Enrollment

Infants

Toddlers

Preschool

School-aged

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 3 infants attending daily (out of 8 FTE).

11

0

0

0

7
0
0
0

Site 2

Address

322 E Holly Street

Address Line 1

--

Address Line 2

Bellingham	98225
------------	-------

City

Zip Code

License Start Date

Dates this site was closed due to COVID.

Average Monthly Pre-Crisis Enrollment

Infants

Toddlers

Preschool

School-aged

Average Monthly Current Enrollment

Infants

Toddlers

Preschool

School-aged

322 E Holly Street

Bellingham

98225

Page 3 of 14

6/23/1994

License Expiration

☒ Yes ☐ No

Does the license have an expiration date?

Number of Spaces

6/23/1994

28

The number of spaces
for children this site is
licensed for.

Age Range

6/23/1994

28

12 months through 36 months

Age of children this site is licensed for.

Percent USDA Food Assistance

6/23/1994

28

12 months through 36 months

12%

Percentage of spaces typically (pre-COVID) filled
by children eligible for USDA food assistance.

COVID Closures

6/23/1994

28

12 months through 36 months

12%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 8-10 children attending daily (out of 28 FTE).

Dates this site was closed due to COVID.

Average Monthly Pre-Crisis Enrollment

Infants

6/23/1994

28

12 months through 36 months

12%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 8-10 children attending daily (out of 28 FTE).

0

Toddlers

6/23/1994

28

12 months through 36 months

12%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 8-10 children attending daily (out of 28 FTE).

0

34

Preschool

6/23/1994

28

12 months through 36 months

12%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 8-10 children attending daily (out of 28 FTE).

0

34

0

School-aged

6/23/1994

28

12 months through 36 months

12%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 8-10 children attending daily (out of 28 FTE).

0

34

0

0

Average Monthly Current Enrollment

Infants

6/23/1994

28

12 months through 36 months

12%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 8-10 children attending daily (out of 28 FTE).

0

34

0

0

0

Toddlers

6/23/1994

28

12 months through 36 months

12%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 8-10 children attending daily (out of 28 FTE).

0

34

0

0

0

Page 4 of 14

34

Preschool

34

0

School-aged

34

0

0

Site 3

Address

1256 North State Street

Address Line 1

Address Line 2

Bellingham

City

98225

Zip Code

License Start Date

9/1/1998

License Expiration

☐ Yes ☒ No

Does the license have an expiration date?

Number of Spaces

69

The number of spaces for children this site is licensed for.

Age Range

3 years through 12 years

Age of children this site is licensed for.

Percent USDA Food Assistance

12%

Percentage of spaces typically (pre-COVID) filled by children eligible for USDA food assistance.

COVID Closures

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had approximately 6 kids daily (out of 69 FTE).

Dates this site was closed due to COVID.

Average Monthly Pre-Crisis Enrollment

Infants

Toddlers

Preschool

School-aged

Average Monthly Current Enrollment

Infants

Toddlers

Preschool

School-aged

0
0
35
0
0
0
28
0

Site 4

Address

2415 Rimland Drive

Address Line 1

Address Line 2

City

Zip Code

License Start Date

Average Monthly Pre-Crisis Enrollment

Infants

Toddlers

Preschool

School-aged

Average Monthly Current Enrollment

Infants

Toddlers

Preschool

School-aged

1/2/2001

License Expiration

☐ Yes ☐ No

Does the license have an expiration date?

Average Monthly Pre-Crisis Enrollment

Infants

Toddlers

Preschool

School-aged

Average Monthly Current Enrollment

Infants

Toddlers

Preschool

School-aged

2415 Rimland Drive

Bellingham

98226

1/2/2001

Number of Spaces

84

The number of spaces for children this site is licensed for.

Age Range

84

4 weeks through 5 years

Age of children this site is licensed for.

Percent USDA Food Assistance

84

4 weeks through 5 years

11%

Percentage of spaces typically (pre-COVID) filled by children eligible for USDA food assistance.

COVID Closures

84

4 weeks through 5 years

11%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 26 children attending out of 102.

Dates this site was closed due to COVID.

Average Monthly Pre-Crisis Enrollment

Infants

84

4 weeks through 5 years

11%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 26 children attending out of 102.

18

Toddlers

84

4 weeks through 5 years

11%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 26 children attending out of 102.

18

37

Preschool

84

4 weeks through 5 years

11%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 26 children attending out of 102.

18

37

47

School-aged

84

4 weeks through 5 years

11%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 26 children attending out of 102.

18

37

47

0

Average Monthly Current Enrollment

Infants

84

4 weeks through 5 years

11%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 26 children attending out of 102.

18

37

47

0

15

Toddlers

84

4 weeks through 5 years

11%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 26 children attending out of 102.

18

37

47

0

15

34

Preschool

84

4 weeks through 5 years

11%

This site has not closed for COVID. During the "stay-at-home" order, while we weren't charging families to hold their spot, we had 26 children attending out of 102.

18

37

47

0

15

34

39

Page 7 of 14

School-aged

0

Site 5

Address

1330 Lincoln Street

Address Line 1

Address Line 2

Bellingham

City

98225

Zip Code

License Start Date

9/6/1992

License Expiration

☐ Yes ☒ No

Does the license have an expiration date?

Number of Spaces

36

The number of spaces for children this site is licensed for.

Age Range

Children entering 1st-5th graders (approximately 6-12)

Age of children this site is licensed for.

Percent USDA Food Assistance

0%

Percentage of spaces typically (pre-COVID) filled by children eligible for USDA food assistance.

COVID Closures

We were running 20 sites pre-COVID with approximately 30 at each. All sites closed March 16th; 2 re-opened March 23rd; 2 additional opened May 4th; we CLOSED June 19th; re-opened 2 for camp on June 22nd.

Dates this site was closed due to COVID.

Average Monthly Pre-Crisis Enrollment

Infants

Toddlers

Preschool

School-aged

Average Monthly Current Enrollment

Infants

Toddlers

Preschool

School-aged

0
0
0
30
0
0
0
36

Site 6

Address

4420 Aldrich Road

Address Line 1

Address Line 2

City

Zip Code

License Start Date

Toddlers

Preschool

School-aged

Average Monthly Current Enrollment

Infants

Toddlers

Preschool

School-aged

City

Zip Code

License Expiration

- ☒ Yes ☐ No

Does the license have an expiration date?

Number of Spaces

Toddlers

Preschool

School-aged

Average Monthly Current Enrollment

Infants

Toddlers

Preschool

School-aged

4420 Aldrich Road

Bellingham 98226

9/1/2011

36

The number of spaces

Toddlers

Preschool

School-aged

Average Monthly Current Enrollment

Infants

Toddlers

Preschool

School-aged

4420 Aldrich Road

Bellingham

98226

9/1/2011

36

Page 9 of 14

for children this site is
licensed for.

Age Range

School age – Children entering 1st-5th graders
(approximately 6-12)

36

Age of children this site is licensed for.

Percent USDA Food Assistance

School age – Children entering 1st-5th graders (approximately 6-12)

0%

Percentage of spaces typically (pre-COVID) filled by children eligible for USDA food assistance.

COVID Closures

School age – Children entering 1st-5th graders (approximately 6-12)

0%

We were running 20 sites pre-COVID with approximately 30 at each. All sites closed March 16th; 2 re-opened March 23rd; 2 additional opened May 4th; we CLOSED June 19th; re-opened 2 for camp on June 22nd.

Dates this site was closed due to COVID.

Average Monthly Pre-Crisis Enrollment

Infants

School age – Children entering 1st-5th graders (approximately 6-12)

0%

We were running 20 sites pre-COVID with approximately 30 at each. All sites closed March 16th; 2 re-opened March 23rd; 2 additional opened May 4th; we CLOSED June 19th; re-opened 2 for camp on June 22nd.

0

Toddlers

School age – Children entering 1st-5th graders
(approximately 6-12)

0%

We were running 20 sites pre-COVID with approximately 30 at each. All sites closed March 16th; 2 re-opened March 23rd; 2 additional opened May 4th; we CLOSED June 19th; re-opened 2 for camp on June 22nd.

0

0

Preschool

School age – Children entering 1st-5th graders
(approximately 6-12)

0%

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0

0

0

School-aged

School age – Children entering 1st-5th graders
(approximately 6-12)

0%

We were running 20 sites pre-COVID with approximately 30 at each. All sites closed March 16th; 2 re-opened March 23rd; 2 additional opened May 4th; we CLOSED June 19th; re-opened 2 for camp on June 22nd.

0

0

0

30

Average Monthly Current Enrollment

Infants

School age – Children entering 1st-5th graders (approximately 6-12)

0%

We were running 20 sites pre-COVID with approximately 30 at each. All sites closed March 16th; 2 re-opened March 23rd; 2 additional opened May 4th; we CLOSED June 19th; re-opened 2 for camp on June 22nd.

0

0

0

30

0

Toddlers

School age – Children entering 1st-5th graders
(approximately 6-12)

0%

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0

0

0

30

0

0

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School age – Children entering 1st-5th graders
(approximately 6-12)

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0

0

0

30

0

0

0

School-aged

School age – Children entering 1st-5th graders
(approximately 6-12)

0%

We were running 20 sites pre-COVID with approximately 30 at each. All sites closed March 16th; 2 re-opened March 23rd; 2 additional opened May 4th; we CLOSED June 19th; re-opened 2 for camp on June 22nd.

0

0

0

30

0

0

0

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36

Business Financials

Complete the following for your business as a whole.

Applied for Other Assistance

☐ Yes ☐ No

Have you applied to the DCYF COVID 19 grants or other special COVID-related programs, such as the Paycheck Protection Program, business line of credit, charitable foundations, etc., to help your business financially? All revenue sources must be reflected in the financial position worksheet attachment below as part of this application.

Received Funds

☐ Yes ☐ No

Have you received funds in your accounts from DCYF COVID 19 grants or other special COVID-related programs, such as the Paycheck Protection Program, business line of credit, charitable foundations, etc.

Working Connections Child Care Funds

☐ Yes ☐ No

The State of WA has agreed to pay for all enrolled Working Connections-subsidized children whether they are attending or not during the pandemic. Are you currently receiving funds from DCYF for non-attending WCCC?

Are you holding slots open for children from non-Working Connections Child Care families?

☐ Yes ☐ No

Where slots are held for non-Working Connections Child Care children, which of the following is true?

- ☐ Held free of charge out of loyalty to families
- ☐ Families pay one-time deposit to retain their slot(s)
- ☐ Families pay a special monthly rate to hold the slot(s)
- ☐ Families pay regular enrollment rates to hold the slot(s)

☐

Pre-COVID Profitability

36

For early learning, held free of charge from March 23 to June 30 and then charged a regular enrollment rate to hold slots. School age did not hold slots without payment.

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- ☒ Losing a specific amount of money per child served
- ☐ Generally breaking even
- ☐ Covering costs and generating a modest profit

Based on all operational costs before the COVID crisis hit and all sources of revenue received.

Total Annual Gross Revenue 2019

\$7,176,000.00

Total Net Income 2019

\$7,176,000.00

\$267,000.00

Documentation

Briefly describe how other funding sources have not been adequate to meet COVID-related costs incurred.

\$7,176,000.00

\$267,000.00

Across our organization, from March through June this year, the COVID crisis significantly impacted revenue by \$1,231,000. Our original annual budget included \$7.78M in revenue, but now we are projecting \$5.17M in revenue in 2020. This is due to having several program cuts and roughly a 60% loss in YMCA membership.

The YMCA received a Paycheck Protection Program (PPP) loan in the amount of \$923,000. Because of this loan, we had a surplus of \$25,000 between March and mid-July in our childcare programs (as indicated in the worksheet below). However, we would have lost \$340,000 without it.

Going forward, without the PPP, we anticipate a loss of roughly \$52,000 per month for our childcare programs, since we are planning all day care and synchronized learning with the school districts due to the necessity of virtual learning this fall.

Though we have been successful in securing donations and grants, we will need substantially more funds to continue sustainably.

Financial Position Worksheet

CC-Financial-Position-Worksheet-CARES.Whatcom
Family YMCA.xlsx

Complete and upload the [Financial Position Worksheet \(Excel\)](#). An [instruction sheet \(PDF\)](#) is available. If you have trouble uploading your financial worksheet or any other documentation, please email whatcomrestart@cob.org with the

\$7,176,000.00

\$267,000.00

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Though we have been successful in securing donations and grants, we will need substantially more funds to continue sustainably.

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subject line "[business name] child care documents".

El [documento la posición financiera](#) o las [instrucciones en español](#).

Additional Information

The Y's School Age Program has been significantly affected by the COVID-19 crisis. Operational changes necessary to offer child care safely has adversely impacted the financial sustainability by over \$300,000.

Furthermore, school age programming will likely be all day this fall rather than just after school, and hence, figures will look more like August--losing about \$50K per month vs. Jan/Feb figures that show afterschool-only costs.

We are coordinating with the school districts to provide synchronized learning. Additionally, we anticipate purchasing curriculum from the Seattle YMCA at a cost of approximately \$15K to supplement teaching--our staff will not only be providing care and enrichment for working families' children but also teaching curriculum--something we have not done in the past. This is factored into the amount requested.

Thank you so much for considering our request for this critical funding, which will help ensure brighter futures for the children we serve.

Is there anything else we should be aware of such as your license status?

Financial Aid

Amount Being Requested

The Y's School Age Program has been significantly affected by the COVID-19 crisis. Operational changes necessary to offer child care safely has adversely impacted the financial sustainability by over \$300,000.

Furthermore, school age programming will likely be all day this fall rather than just after school, and hence, figures will look more like August--losing about \$50K per month vs. Jan/Feb figures that show afterschool-only costs.

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Thank you so much for considering our request for this critical funding, which will help ensure brighter futures for the children we serve.

\$295,221.00

Amount of dollars this business is requesting for stabilization in response to acute financial need for survival due to COVID-19 impacts. The amount requested cannot exceed the loss in revenue between March 1, 2020 and date of this application submission.

Signature and Acknowledgment

I declare under penalty of perjury that:

- the information contained in his application is true and complete and that it is my responsibility to notify the City if any of that information changes prior to October 31, 2020.

The Y's School Age Program has been significantly affected by the COVID-19 crisis. Operational changes necessary to offer child care safely has adversely impacted the financial sustainability by over \$300,000.

Furthermore, school age programming will likely be all day this fall rather than just after school, and hence, figures will look more like August--losing about \$50K per month vs. Jan/Feb figures that show afterschool-only costs.

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Thank you so much for considering our request for this critical funding, which will help ensure brighter futures for the children we serve.

\$295,221.00

- the funds requested (\$295,221.00) are necessary to remain operational, not duplicative of any other funding received, and without this financial support this childcare operation is at risk of closing.
- the funds will only be used to pay or reimburse for eligible expenses incurred between March 1, 2020 and October 31, 2020.
- if awarded a grant, I agree to provide additional information as may be reasonably requested, and to complete a close-out interview with the Opportunity Council no later than December 31, 2020. This interview may include the collection of your financial data.

Signature

Allison Hegan

Type your name to serve as your signature.

Date Signed

Allison Hegan

8/6/2020

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WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

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

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

Agenda Bill Master Report

File Number: AB2020-367

File ID:	AB2020-367	Version:	1	Status:	Agenda Ready
File Created:	09/02/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and MORE Smiles Learning Center to provide funding to cover operational losses incurred at their child care facilities as a result of COVID-19 impacts, in the amount of \$50,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Whatcom Cares MORE Smiles Child Care Grant.docx, MORE Smiles CIS.pdf

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**


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



Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council

FROM: Tawni Helms, Administrative Coordinator 

RE: WHATCOM RESTART – MORE Smiles Learning Center

DATE: September 2, 2020

Enclosed is an agreement between Whatcom County and MORE Smiles Learning Center for your review and approval.

▪ **Background and Purpose**

MORE Smiles Learning Center serves 38 children at their site ranging from 6 weeks to 12 years. 75% of the children served are eligible for the USDA Food Assistance program. Funding recipient anticipates further impacts due to reduced capacity and revenue loss part-time after school aged youth participation due to the closure of schools.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$50,000. Funds under contract are made available through the Coronavirus Aid, Relief and Economic Security Act (CARES Act).

▪ **Differences from Previous Contract**

No previous contract.

Please contact Tyler Schroeder, Deputy Executive at extension 5207 if you have any questions or concerns regarding the terms of this agreement.

Enclosures

**“WHATCOM CARING”
COVID-19 CHILDCARE BUSINESS ASSISTANCE PROGRAM AGREEMENT**

THIS AGREEMENT is entered into on this 31st day of August 2020, by and between the Whatcom County, (the “County”) and MORE Smiles Learning Center, recipient of a grant award under the “Whatcom Caring” Childcare Business Assistance Program, (the “Recipient”).

RECITALS

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); and

WHEREAS, on March 16, 2020, the Governor issued an emergency proclamation aimed at limiting the spread of the disease by prohibiting: (1) the onsite consumption of food and/or beverages in public venues; (2) the operation of public venues in which people congregate for entertainment, social or recreational purposes; and (3) the operation of all retail stores, except pharmacies and grocery stores, unless the stores establish and implement appropriate social distancing and sanitation measures; and

WHEREAS, the restrictions included in the Governor’s March 16, 2020 proclamation are appropriate for public health reasons, they have a significant adverse financial impact on businesses; and

WHEREAS, on March 10, 2020, the Whatcom County Executive issued a Proclamation of Emergency in response to the county-wide COVID-19 outbreak and did authorize the exercise those emergency powers contained therein and consistent with the Whatcom County Code and Whatcom County Charter;

WHEREAS, on March 23, 2020, the Governor issued an emergency “Stay Home – Stay Healthy” proclamation prohibiting all people in the State of Washington from leaving their homes and all non-essential businesses in Washington State from conducting business through April 6, 2020 and subsequently extended the proclamation through May 31, 2020; and

WHEREAS, Governor Inslee’s “Stay Home – Stay Healthy” order is appropriate for public health reasons, it will extend and deepen the adverse financial impact already being felt by businesses in the Whatcom County; and

WHEREAS, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) which, among other things, amended Section 601(a) of the Social Security Act and established the Coronavirus Relief Fund (“CRF”) into which

Congress appropriated \$150,000,000,000 to make payments for specified uses to states and certain local governments; and

WHEREAS, the CRF is available to reimburse government recipients for necessary expenditures incurred due to the COVID-19 public health emergency that were not accounted for in the government recipient's most-recently appropriated budget and that were incurred during the period between March 1, 2020 and December 30, 2020; and

WHEREAS, guidance issued by the U.S. Treasury Department indicates that necessary expenditures incurred due to the COVID-19 public health emergency include costs incurred to support local businesses that suffered losses due to COVID-19 business interruptions and related closures, or incurred costs for personal protective equipment or other materials, supplies and equipment needed to safely operate following a COVID-19-related closure; and

WHEREAS, the State of Washington has decided to distribute a certain portion of its share of the CARES Act funds to Washington counties, including Whatcom County, with such funds being administered through the Washington State Department of Commerce ("Commerce"); and

WHEREAS, pursuant to the Washington State Department of Commerce Interagency Agreement with Whatcom County through the CRF for Local Government (Whatcom County contract number 202006003) executed by the County on June 3, 2020, reimbursable expenditures must be incurred during the period between March 1, 2020 and October 31, 2020 in order for the State of Washington to close out its contracts in time to meet the United States Treasury's December 30, 2020 end date; and

WHEREAS, the County adopted Supplemental Budget Ordinance Number 13 (Ordinance 2020-035) amending the 2019-2020 Biennial Budget Increasing Appropriations and Estimated Revenues in the COVID-19 Emergency Response Fund for COVID-19 response programs from the CARES Act grant, including funds for the Program; and

WHEREAS, Whatcom County has determined that effective economic recovery from COVID-19 and its effects requires ready access to reliable, safe, and stable child care resources throughout the community; and

WHEREAS, child care businesses throughout Whatcom County are in need of financial support to help with certain costs of business interruption caused by COVID-19 and its secondary effects and to also facilitate compliance with applicable health and safety measures related to COVID-19; and

WHEREAS, the County in collaboration with the City of Bellingham established "Whatcom Caring" Childcare Business Assistance Program (the "Program"), the focus of which is providing monetary grants to financially assist community-based childcare providers who have experienced business interruptions and increased expenses as a result of COVID-19 and as is consistent with the CARES Act and CRF requirements; and

WHEREAS, the County has determined the Recipient eligible for assistance under this Program and the Recipient has been selected as an awardee pursuant to the joint City-County application and selection process.

NOW, THEREFORE, the parties herein do mutually agree as follows:

- 1. Award Amount and Eligible Expenses.** The total amount to be awarded to Recipient under the Program is \$50,000 (“Program Award Funds”). Recipient shall use Program Award Funds only to pay or reimburse Recipient for Eligible Expenses incurred during the time period set forth in Section 2. A list of Eligible and Ineligible Expenses is included in Exhibit A. A list of Eligible Expenses awarded to Recipient is attached as Exhibit B. Expenditure of Program Award Funds on Ineligible Expenses shall be subject to recapture at the discretion of the County. The Recipient agrees to repay to the County, within thirty (30) days or such other the time period specified by the County in writing, all Program Award Funds determined by the County to have been spent on an Ineligible Expense. In the alternative, the County may recapture such funds from payments due under this Agreement.
- 2. Time Period.** All Eligible Expenses must be incurred by the Recipient between March 1, 2020 and October 31, 2020. Any expenses incurred before or after this period are not Eligible Expenses for Program Award Funds. The Recipient understands that any expenses incurred in excess of Program Award Funds are the Recipient’s sole responsibility and will not be paid by the County.
- 3. Subcontracts, Subgrants, and Subawards by Recipient Prohibited.** The Recipient shall not (i) make any subgrants or subawards from the Program Award Funds provided under the Program or (ii) enter into any subcontracts relating to any Program Award Funds provided under the Program.
- 4. Compliance with Federal, State and Local Laws.** The Recipient shall comply with and obey all applicable federal, state and local laws, regulations, and ordinances. Should the Recipient’s spending of the Program Award Funds be inconsistent with applicable laws, provisions of this Agreement, or otherwise inappropriate, the County shall have the right to the return of any portion of the Program Award Funds that are later determined to have been spent in violation of applicable laws. In the alternative, the County may recapture such funds from payments due under this Agreement. The County shall not exercise this right until it has given written notice of noncompliance with applicable laws or this Agreement to Recipient, and allowed Recipient a period of ten (10) days from the date of notice for Recipient to cure the noncompliance. The right of recapture provided in this section is in addition to and not in lieu of any right which Washington law provides for breach of contract.

- a. Requirement to Provide Accurate Information. The Recipient understands and acknowledges that providing false information on any documents submitted to the County or its designees as part of the Recipient's participation in the Program may constitute fraud, and may be subject to civil and/or criminal penalties and/or sanctions.
 - b. No Use of Program Award Funds for Expenses Covered by Other Programs. The Recipient shall not use Program award funds to cover payroll or other employee-related or business-associated costs for which the Recipient has received other federal, state or regional funds, including without limitation funds made available under the Payroll Protection Program ("PPP") or unemployment insurance compensation.
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction. Recipient certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- 5. Maintenance of Records.** The Recipient shall maintain accurate written records, including accounting records such as invoices, sales receipts, and proof of payment, books, documents, data and other evidence that reflects all of Recipient's direct and indirect expenditures of Program Award Funds. These records must be sufficient to demonstrate that the funds have been used in accordance with Section 601(d) of the Social Security Act. The County may at any time review the documentation to determine the Recipient's conformance with the requirements of the Program, and the Recipient shall make available to the County, upon request, all of the Recipient's records and documents with respect to all matters covered by this Agreement.
- a. The County may require the Recipient to provide additional documentation if the existing documentation is deemed incomplete.
 - b. The Recipient shall retain all records related to this Agreement for a period of six (6) years following the receipt of Program Award Funds. These records, including materials generated under the contract, shall be subject at all reasonable times to inspection and review by the County, and to an audit by the Washington State Department of Commerce, personnel duly authorized by Commerce, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
 - c. If any litigation, claim or audit is started before the expiration of the six (6) year period provided in Section 4(b) above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- 6. No Employee Relationship.** The Recipient understands and acknowledges that neither the Recipient nor any officer, employee or agent of the Recipient shall be considered to be an employee of the County, nor entitled to any benefits accorded County employees, by virtue of the services provided under this Agreement. The County shall not be responsible for assuming the duties of an employer with respect to the Recipient or any employee of the Recipient.
- 7. Indemnification.** The Recipient shall defend the County and indemnify and hold the County harmless against any claim or liability of any nature in connection with or arising in any manner out of this Agreement including, without limitation, any breach of covenants, representations, certifications, and warranties made by Recipient in connection with the application or the provisions of Program Award Funds under the Program, and any determination by the County, the United States Treasury, the State of Washington, or any other governmental authority or as otherwise determined by a court of law, that the Recipient's administration or expenditure of Program Award Funds awarded under the Program was inconsistent with, or in violation of, any applicable law, including the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith, or any use of the Program Award Funds provided under the Program to the Recipient, or the performance of the services or activities relating thereto, or any other activities of the Recipient, its subcontractors, Agents, independent contractors, or employees. In the event of any dispute between the Recipient and its employees, subcontractors or anyone with a claim to some or all of the Recipient's Program Award Funds, the Recipient shall be responsible for resolution of any such claim and the County shall have no responsibility or obligation in the resolution process or outcome.
- 8. Non-discrimination.** The Recipient shall conduct its business and use funds in a manner which assures fair, equal and non-discriminatory treatment of all persons, including maintaining open hiring and employment practices, and compliance with all requirements of applicable federal, state or local laws or regulations related to hiring and employment practices and providing services to all persons, without discrimination as to any person's race, color, religion, sex, sexual orientation, disabled veteran condition, physical or mental handicap or national origin.
- 9. Complete Agreement.** This Agreement sets forth the complete expression of the agreement between the Parties, and any oral representations or understandings not incorporated herein are excluded.
- 10. Waiver.** Any waiver by the Recipient or the County of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

11. Modification. This Agreement may only be amended by written agreement signed by both Parties.

12. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

13. Notices.

A. Notices to the Whatcom County shall be sent to the following address:

Whatcom County Executive's Office
Attn: Tawni Helms
Whatcom County Courthouse
311 Grand Avenue
Bellingham, WA 98225

B. Notices to the Recipient shall be sent to the following address:

MORE Smiles Learning Center
Emmie Woodell
738 Adelia Street
Blaine, WA 98230

14. Assignment of Contract. The Recipient shall not assign this contract without the prior written consent of the County.

15. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in Whatcom County.

16. Disclaimer of Liability. Washington State Department of Commerce and the State of Washington are not liable for claims or damages arising from the Recipient's performance of this Agreement.

IN WITNESS WHEREOF, the County and Recipient have executed this Agreement as of the date first above written.

DATED this _____ day of _____, 2020, for the **RECIPIENT**.

Emmie Woodell, Owner:

STATE OF WASHINGTON)
) ss

COUNTY OF WHATCOM)

On this _____ day of _____, 2020, before me personally appeared Emmie Woodell, to me known to be Business Owner, 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
_____.

DATED this _____ day of _____, 2020, for **WHATCOM COUNTY**.

Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss

COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh 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
_____.

Approved as to Form:

Christopher Quinn via 9/3/20 email
Christopher Quinn,
Whatcom County Senior Deputy Prosecuting Attorney

Exhibit A

(SCOPE OF WORK)

I. Background

MORE Smiles Learning Center provides early learning childcare for 38 children. 75% of the spaces are filled by children eligible for USDA Food Assistance. Funding recipient anticipates further impacts due to reduced capacity and revenue loss part-time after school aged youth participation due to the closure of schools.

II. Statement of Work

The Contractor will be reimbursed for operational losses incurred at their childcare facilities as a result of COVID-19 and for measures taken to decrease the transmission of COVID-19 among clients and staff.

III. Reporting Requirements

Contractor will complete a Financial Position Worksheet (template to be provided by the County) to document financial impact of COVID-19.

Exhibit B (COMPENSATION)

I. Budget and Source of Funding: Funding for this contract may not exceed **\$50,000**. Funds under Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce CARES (CFDA 21.016). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

Cost Description	Documents Required w/Invoice	Budget
Operational losses directly related to COVID-19	Financial Position Worksheet indicating pre-COVID and post-COVID monthly revenue and expenses	\$50,000
TOTAL		\$50,000

III. Invoicing

1. The Contractor shall submit itemized invoices not more than monthly in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service except final invoices which must be received by November 4, 2020. Invoices submitted for payment must include the items identified in the table above.
The Contractor shall submit invoices (*include contract#*) to:
Whatcom County Executive Office
Attn: Tawni Helms
311 Grand Avenue, Suite 108
Bellingham, WA 98225
2. Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, of the labor performed as described on this invoice.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. 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

ELIGIBLE AND INELIGIBLE USES OF WHATCOM CARES GRANT FUNDS

An eligible use of grant funds means a cost incurred due to COVID-related public health measures or business interruption.

A. Eligible Uses of Program Grant Funds:

- I** Not to exceed operational loss:
 - a. Payment of rent or required monthly loan payments.
 - b. Payments of regular wages, employee benefits and taxes; provided such expenses have not been and, to the best knowledge of the Recipient, will not be reimbursed under any federal, state or regional program, including any grant or loan programs.
 - c. Expenditures involved in typical operating costs, including those set forth on an income statement as a regular, ongoing cost of operating the business.
 - d. Typical draws or wages paid on a regular interval to the owner; provided such draws or wages are consistent with those paid to the owner in previous corresponding quarters, years or other appropriate time intervals.
- II** Expenses for compliance with compliance with COVID-19-related public health measures:
 - a. including personal protective equipment and supplies, plexiglass barriers or other similar equipment and expenses reasonably necessary for the protection of public health and the health of Recipient owners and employees.

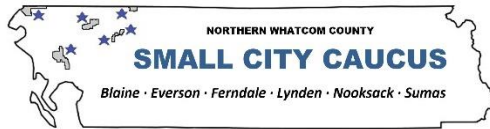
B. Ineligible Uses of Program Grant Funds:

- a. Political campaign contributions or donations.
- b. Charitable contributions or gifts.
- c. Bonus payments to Recipient owners, officers or employees.
- d. Payment of wages to any member of the Recipient owner's family who is not a bona fide employee.
- e. Draws or salary to Recipient owner that exceeds the amount paid over a corresponding interval, quarter, or year in 2019.
- f. Paydown or payoff of debt by more than the monthly amount required by the underlying debt instrument.
- g. Payroll and other employee- or business-associated costs for which the Recipient has received or expects to receive reimbursement from other federal, state or regional funds (*e.g.* Payroll Protection Program or unemployment insurance).
- h. Damages covered by insurance.
- i. Reimbursement to donors for donated items or services.
- j. Severance pay.
- k. Legal settlements.
- l. Lost profits.
- m. Any expenses not considered an eligible business expenses by the Department of the Treasury Internal Revenue Service.

Exhibit D

Recipient Application

Childcare Assistance Application



If you have questions about this application, are a closed operator, or require additional support to complete it, please contact:

Opportunity Council's Child Care Aware of NW Washington

8:00 am – 5:00 pm, Monday – Friday

Phone: (360) 734-8396 x227

Toll free: (888) 444-1862 x227

Email: childcare@oppco.org

This application must be received no later than July 31, 2020 at 11:59pm. Late applications will not be accepted.

Provider Information

Childcare Business Name

MORE Smiles Learning Center

Unified Business Identifier (UBI) Number

MORE Smiles Learning Center

260268217

Contact Name

MORE Smiles Learning Center

260268217

Emmie Woodell

Phone

MORE Smiles Learning Center

260268217

Emmie Woodell

(360) 510-4837

Alternate Phone

MORE Smiles Learning Center

260268217

Emmie Woodell

(360) 510-4837

(360) 332-7135

Email

MORE Smiles Learning Center

260268217

Emmie Woodell

(360) 510-4837

(360) 332-7135

directormoresmiles@gmail.com

Business Profile

☐ Woman Owned

☐ Minority Owned

☐ HUD Section 3

☐ Registered non-profit in WA State

☐ Federal government 501(c)(3) nonprofit

Please indicate if your business is designated as

MORE Smiles Learning Center

260268217

Emmie Woodell

(360) 510-4837

(360) 332-7135

directormoresmiles@gmail.com

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any of these (select all that apply).

[Office of Minority & Women's Business Enterprises](#)
[HUD Section 3](#)

Total Licensed Capacity

☒ Less than 50 spots ☐ 50 or more spots

For all your sites combined

Child Care Service Locations

Please add all child care service locations for which you are requesting funding.

Site 1

Address

738 Adelia st.

Address Line 1

Address Line 2

Blaine

City

98230

Zip Code

License Start Date

9/6/2006

License Expiration

☐ Yes ☒ No

Does the license have an expiration date?

Number of Spaces

38

The number of spaces for children this site is licensed for.

Age Range

6 weeks thru 12 years

Age of children this site is licensed for.

Percent USDA Food Assistance

75%

Percentage of spaces typically (pre-COVID) filled by children eligible for USDA food assistance.

COVID Closures

March 23 thru April 16

Dates this site was closed due to COVID.

Average Monthly Pre-Crisis Enrollment

Infants

Toddlers

Preschool

School-aged

Average Monthly Current Enrollment

Infants

Toddlers

Preschool

School-aged

4
7
27
10
4
5
12
9

Business Financials

Complete the following for your business as a whole.

Applied for Other Assistance

☒ Yes ☐ No

Have you applied to the DCYF COVID 19 grants or other special COVID-related programs, such as the Paycheck Protection Program, business line of

15

credit, charitable foundations, etc., to help your business financially? All revenue sources must be reflected in the financial position worksheet attachment below as part of this application.

Received Funds

☒ Yes ☐ No

Have you received funds in your accounts from DCYF COVID 19 grants or other special COVID-related programs, such as the Paycheck Protection Program, business line of credit, charitable foundations, etc.

Working Connections Child Care Funds

☒ Yes ☐ No

The State of WA has agreed to pay for all enrolled

Toddlers

Preschool

School-aged

Average Monthly Current Enrollment

Infants

Toddlers

Preschool

School-aged

Working Connections-subsidized children whether they are attending or not during the pandemic. Are you currently receiving funds from DCYF for non-attending WCCC?

Are you holding slots open for children from non-Working Connections Child Care families?

☒ Yes ☐ No

Where slots are held for non-Working Connections Child Care children, which of the following is true?

- ☒ Held free of charge out of loyalty to families
- ☐ Families pay one-time deposit to retain their slot(s)
- ☐ Families pay a special monthly rate to hold the slot(s)
- ☐ Families pay regular enrollment rates to hold the slot(s)

☐

Pre-COVID Profitability

- ☐ Losing a specific amount of money per child served
- ☒ Generally breaking even
- ☐ Covering costs and generating a modest profit

Based on all operational costs before the COVID crisis hit and all sources of revenue received.

Total Annual Gross Revenue 2019

\$349,332.00

Total Net Income 2019

\$349,332.00

\$302,145.00

Documentation

Briefly describe how other funding sources have not been adequate to meet COVID-related costs incurred.

\$349,332.00

\$302,145.00

Funding sources have been adequate so far. Once DSHS no longer pays for children not attending and they do not return we will be in a deficit. Also, we will be losing the ability to have part time school-agers after school to help fill any gaps.

Financial Position Worksheet

CC-Financial-Position-Worksheet-CAREs.xlsx

Complete and upload the [Financial Position Worksheet \(Excel\)](#). An [instruction sheet \(PDF\)](#) is

\$349,332.00

\$302,145.00

Funding sources have been adequate so far. Once DSHS no longer pays for children not attending and they do not return we will be in a deficit. Also, we will be losing the ability to have part time school-agers after school to help fill any gaps.

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available.

Additional Information

Is there anything else we should be aware of such as your license status?

Financial Aid

Amount Being Requested

\$50,000.00

Amount of dollars this business is requesting for stabilization in response to acute financial need for survival due to COVID-19 impacts. The amount requested cannot exceed the loss in revenue between March 1, 2020 and date of this application submission.

Signature and Acknowledgment

I declare under penalty of perjury that:

- the information contained in his application is true and complete and that it is my responsibility to notify the County if any of that information changes prior to October 31, 2020.
- the funds requested (\$50,000.00) are necessary to remain operational, not duplicative of any other funding received, and without this financial support this childcare operation is at risk of closing.
- the funds will only be used to pay or reimburse for eligible expenses incurred between March 1, 2020 and October 31, 2020.
- if awarded a grant, I agree to provide additional information as may be reasonably requested, and to complete a close-out interview with the Opportunity Council no later than December 31, 2020. This interview may include the collection of your financial data.

Signature

\$50,000.00

Emmie Woodell

Type your name to serve as your signature.

Date Signed

\$50,000.00

Emmie Woodell

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7/17/2020

Page 6 of 6

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

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

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

Agenda Bill Master Report

File Number: AB2020-361

File ID:	AB2020-361	Version:	1	Status:	Agenda Ready
File Created:	09/01/2020	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Bid Award		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to award bid #20-48 and enter into a contract between Whatcom County and Henifin Construction LLC for the Leeward Way Drainage Improvement Project CRP 920015 in the amount of \$229,270

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This is the award of the construction contract for Leeward Way Drainage Improvement Project CRP 920015 to Henifin Construction LLC as low bidder in the amount of \$229,270

HISTORY OF LEGISLATIVE FILE

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

Attachments: Bid Award-Leeward Way.pdf

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
DIRECTOR



STORMWATER - NPDES
322 N. Commercial Street, Suite 224
Bellingham, WA 98225-4042
Stormwater: (360) 778-6200
FAX: (360) 778-6201
www.whatcomcounty.us

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Kraig Olason, Stormwater Program Manager *CO*

RE: Leeward Way Drainage Improvements Project (CRP 920015, Bid No. 20-48)
Construction Contract Award to Henifin Construction, LLC

DATE: August 31, 2020

Attached for your review and signature is the standard construction contract award package for the above-referenced project. This package includes the approval for contract award, bid tabulation, and low bid proposal.

Requested Action

Public Works respectfully requests that the County Executive sign the Approval for Contract Award to **Henifin Construction, LLC** for the Leeward Way Drainage Improvement Project, CRP 920015. Execution of the Contract Award is necessary to award the project to the **Henifin Construction, LLC**. Upon receipt of the signed Approval for Contract Award form, Public Works will submit the construction contract to the County Executive for contract execution.

Background and Purpose

Bid proposals for the project were opened at 2:30 p.m. on Tuesday, August 18, 2020. A total of one (1) responsive bid was received, with **Henifin Construction, LLC** being the lowest responsible bidder in the amount of \$229,270.00. The bid tabulation is attached to this memorandum. The project is covered as Item No. 39 on the 2020 Annual Construction Program.

Funding Amount and Source

There is sufficient budget authority for this expenditure under Item No. 39, "*Unanticipated Site Improvements*" on the 2020 Annual Construction Program.

Please contact Ben Kuiken, Project Engineer, at extension 6303 if you have any questions.

In accordance with W.C.C.3.08.030, I concur with this recommendation:

Sara Winger

Digitally signed by Sara Winger
DN: cn=Sara Winger, o=Whatcom County,
ou=Purchasing Coordinator,
email=swinger@co.whatcom.wa.us, c=US
Date: 2020.09.01 10:22:34 -0700

Sara Winger, Purchasing Coordinator

Date

**LEEWARD WAY DRAINAGE IMPROVMENTS PROJECT, CRP 920015
BID NO. 20-48**

APPROVAL FOR CONTRACT AWARD

Approval is hereby granted to award the Contract as follows:

Project: Leeward Way Drainage Improvements, CRP 920015

To: Henifin Construction, LLC

in the amount of their bid proposal of \$229,270.00, including all taxes.

Satpal Singh Sidhu
Whatcom County Executive
Approving Authority

Date

CQ/emailed/BB

Christopher Quinn
Senior Civil Deputy Prosecuting Attorney

8/31/2020

Date



Project Cost Breakdown

LEEWARD WAY DRAINAGE IMPROVEMENTS PROJECT, CRP 920015 BID NO. 20-48

	Whatcom County
Design Engineering	\$49,832
Right-of-Way	\$0
Construction Contract	\$229,270
Construction Engineering	\$67,000
Permitting and Surveying	\$36,500
Materials Testing	\$5,000
Total	\$387,602

ITEM NO.	BID PROPOSAL		ENGINEER'S ESTIMATE			Henfin Construction LLC	
	ITEM DESCRIPTION	UNIT MEAS.	APPROX. QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 44,568.00	\$ 44,568.00
2	SPCC Plan	LS	1	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
3	Archaeological and Historical Salvage (Force Account)	DOL	EST	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
4	Stand-by Time due to Archaeological Findings	DAY	2	\$ 750.00	\$ 1,500.00	\$ 4,000.00	\$ 8,000.00
5	Project Temporary Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
6	Clearing and Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 4,400.00	\$ 4,400.00
7	Removal of Structures and Obstructions	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
8	Structure Excavation Class B Incl. Haul	CY	60	\$ 30.00	\$ 1,800.00	\$ 50.00	\$ 3,000.00
9	Shoring or Extra Excavation Class B	SF	317	\$ 3.00	\$ 951.00	\$ 1.00	\$ 317.00
10	Crushed Surfacing Top Course	TON	50	\$ 75.00	\$ 3,750.00	\$ 45.00	\$ 2,250.00
11	HMA CL 38 in. PG 58H-22	TON	135	\$ 35.00	\$ 4,725.00	\$ 160.00	\$ 21,600.00
12	Planing Bituminous Pavement	SY	570	\$ 5.00	\$ 2,850.00	\$ 12.00	\$ 6,840.00
13	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	LF	50	\$ 100.00	\$ 5,000.00	\$ 70.00	\$ 3,500.00
14	High-Density Polyethylene (HDPE) Storm Sewer Pipe 10 In. Diam.	LF	243	\$ 100.00	\$ 24,300.00	\$ 115.00	\$ 27,945.00
15	12 In. Diffuser Tee	EA	1	\$ 800.00	\$ 800.00	\$ 2,800.00	\$ 2,800.00
16	Catch Basin Type 1	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00
17	Catch Basin Type 1 with Catch Basin Insert	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 2,800.00	\$ 5,200.00
18	CDF Trench Dams	EA	3	\$ 300.00	\$ 900.00	\$ 1,200.00	\$ 3,600.00
19	Concrete Pipe Encasement	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00
20	Earth Anchors	EA	8	\$ 1,000.00	\$ 8,000.00	\$ 865.00	\$ 6,920.00
21	Drainage Comb. Air Release/Air Vacuum Valve Assembly 1 In.	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,800.00	\$ 1,800.00
22	Erosion Control and Water Pollution Prevention (Force Account)	DOL	EST	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
23	ESC Lead	DAY	12	\$ 100.00	\$ 1,200.00	\$ 150.00	\$ 1,800.00
24	Inlet Protection	EA	3	\$ 80.00	\$ 240.00	\$ 75.00	\$ 225.00
25	High Visibility Fence	LF	21	\$ 10.00	\$ 210.00	\$ 10.00	\$ 210.00
26	Temporary Storm Bypass	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 200.00	\$ 200.00
27	Seeding, Fertilizing and Mulching	SY	50	\$ 50.00	\$ 2,500.00	\$ 20.00	\$ 1,000.00
28	Topsoil Type A	CY	10	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00
29	Cement Concrete Driveway Entrance	SY	20	\$ 150.00	\$ 3,000.00	\$ 160.00	\$ 3,200.00
30	Coated Chain Link Fence Type 3	LF	9	\$ 500.00	\$ 4,500.00	\$ 175.00	\$ 1,575.00
31	Single 6 Ft. Coated Chain Link Personnel Gate	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00
32	Repair Existing Public and Private Facilities (Force Account)	DOL	EST	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
33	Unanticipated Site Work (Force Account)	DOL	EST	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Subtotal (Bid Items 1-33)				\$ 135,326.00	\$ 135,326.00		\$ 202,000.00
TERO Fee Reimbursement (5.0% of the Subtotal excl. Sales Tax)				\$ 6,766.30	\$ 6,766.30		\$ 10,100.00
Whatcom County Sales Tax at 8.5% (Bid Items 1-33)				\$ 11,502.71	\$ 11,502.71		\$ 17,170.00
TOTAL BID AMOUNT (Bid Items 1-33 with taxes and fees)					\$ 153,595.01		\$ 229,270.00

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., August 18, 2020 for Leeward Way Drainage Improvements, Bid No. 20-48.

James P. Karcher 8-20-2020 Date
James P. Karcher, P.E.
County Engineer

STATE OF WASHINGTON)
ss.)
COUNTY OF WHATCOM)
On this day personally appeared before me, James P. Karcher, P.E., known to me to be the County Engineer and the person described herein and who executed the within and foregoing instrument on this 20th day of August, 2020

Andrew M. Hester
NOTARY PUBLIC
Residing At Bellingham
My Commission Expires: 8-9-2023



BID PROPOSAL

WHATCOM COUNTY PUBLIC WORKS BELLINGHAM, WASHINGTON

LEEWARD WAY DRAINAGE IMPROVEMENTS, CRP No. 920015 BID No 20-48

DATE: August 18, 2020
TO: Whatcom County Executive and Council
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: "**Leeward Way Drainage Improvements, CRP No. 920015**" 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 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 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).

Bidder's Name HENIFIN CONSTRUCTION, LLC

REVISED BID PROPOSAL FORM
ADDENDUM 1, LEEWARD WAY DRAINAGE IMPROVEMENT PROJECTS, CRP 920015

Note: Prices for all items, all extensions, and the total amount bid must be shown. The project must be bid in its entirety, including all bid items as specifically listed in the Proposal, in order to be considered a responsive bid. Where conflict occurs between the unit price and the total amount bid for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink. The estimated quantities shown are intended to provide a common proposal for all bidders.

LEEWARD WAY DRAINAGE IMPROVEMENTS, CRP 920015

BID SCHEDULE A

ITEM NO.	DESCRIPTION OF ITEM	SECTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID ITEM TOTAL AMOUNT
1	Mobilization	(1-09)	1	LS	44,568.00	44,568.00
2	SPCC Plan	(1-07)	1	LS	250.00	250.00
3	Archaeological and Historical Salvage (Force Account)	(1-07)	EST	DOL	\$2,000.00	\$2,000.00
4	Stand-by Time due to Archaeological Findings	(1-07)	2	DAY	4,000.00	8,000.00
5	Project Temporary Traffic Control	(1-10)	1	LS	5,000.00	5,000.00
6	Clearing and Grubbing	(2-01)	1	LS	4,400.00	4,400.00
7	Removal of Structures and Obstructions	(2-02)	1	LS	3,000.00	3,000.00
8	Structure Excavation Class B Incl. Haul	(2-09)	60	CY	50.00	3,000.00
9	Shoring or Extra Excavation Class B	(2-09)	317	SF	1.00	317.00
10	Crushed Surfacing Top Course	(4-04)	50	TON	45.00	2,250.00
11	HMA CL. 3/8 In. PG 58H-22	(5-04)	135	TON	160.00	21,600.00
12	Planing Bituminous Pavement	(5-04)	570	SY	12.00	6,840.00
13	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	(7-04)	50	LF	70.00	3,500.00
14	High-Density Polyethylene (HDPE) Storm Sewer Pipe 10 In. Diam.	(7-04)	243	LF	115.00	27,945.00
15	12 In. Diffuser Tee	(7-04)	1	EA	2,800.00	2,800.00
16	Catch Basin Type 1	(7-05)	1	EA	1,600.00	1,600.00
17	Catch Basin Type 1 with Catch Basin Insert	(7-05)	2	EA	2,600.00	5,200.00
18	CDF Trench Dams	(7-08)	3	EA	1,200.00	3,600.00

REVISED BID PROPOSAL FORM
ADDENDUM 1, LEEWARD WAY DRAINAGE IMPROVEMENT PROJECTS, CRP 920015

ITEM NO.	DESCRIPTION OF ITEM	SECTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID ITEM TOTAL AMOUNT
19	Concrete Pipe Encasement	(7-08)	1	EA	800.00	800.00
20	Earth Anchors	(7-08)	8	EA	865.00	6,920.00
21	Drainage Comb. Air Release/Air Vacuum Valve Assembly 1 In.	(7-12)	1	EA	1,800.00	1,800.00
21	Erosion Control and Water Pollution Prevention (Force Account)	(8-01)	EST	DOL	\$2,500.00	\$2,500.00
23	ESC Lead	(8-01)	12	DAY	150.00	1,800.00
24	Inlet Protection	(8-01)	3	EA	75.00	225.00
25	High Visibility Fence	(8-01)	21	LF	10.00	210.00
26	Temporary Storm Bypass	(8-01)	1	LS	200.00	200.00
27	Seeding, Fertilizing and Mulching	(8-01)	50	SY	20.00	1,000.00
28	Topsoil Type A	(8-02)	10	CY	50.00	500.00
29	Cement Concrete Driveway Entrance	(8-06)	20	SY	160.00	3,200.00
30	Coated Chain Link Fence Type 3	(8-12)	9	LF	175.00	1,575.00
31	Single 6 Ft. Coated Chain Link Personnel Gate	(8-12)	1	EA	400.00	400.00
32	Repair Existing Public and Private Facilities (Force Account)	(8-26)	EST	DOL	\$10,000.00	\$10,000.00
33	Unanticipated Site Work (Force Account)	(8-27)	EST	DOL	\$25,000.00	\$25,000.00
Subtotal A Bid Amount (Items 1-33)						\$ 202,000.00
34	TERO Fee Reimbursement (5.00% of the Subtotal excl. Sales Tax)		(5% TAX)	LS	10,100.00	10,100.00
WA Sales Tax (8.5% of Subtotal A)						\$ 17,170.00
Total (Subtotal A + Bid Item 34 TERO + Sales Tax)						\$ 229,270.00

TERO UNDERSTANDING AND ACKNOWLEDGEMENT

LUMMI NATION'S TRIBAL EMPLOYMENT RIGHTS ORDINANCE

UNDERSTANDING AND ACCEPTANCE

Portions of the work included in this solicitation will be performed on lands subject to the Lummi Tribal Employment Rights Ordinance (TERO). TERO may impose certain requirements via taxes, fees, employment policies, or ordinance that may affect the Contractor and Subcontractors. The Contractor is required to comply with all lawful Tribal requirements in the performance of the work.

Contractor shall designate a responsible company official to coordinate all employment, training, and contracting related activities with the TERO department to ensure that the company is in compliance with TERO.

Designated TERO Liaison: JACE HENIFIN

On behalf of HENIFIN CONSTRUCTION, LLC, I hereby certify that I have received and understand the requirements set forth in the attached Lummi Nation Tribal Employment Rights Ordinance (TERO) Code and TERO Compliance Plan template, and I understand the responsibility of compliance with the described requirements.

Address: 3857 HANNEGAN RD, BELLINGHAM, WA 98226

Phone: 360-733-5411 Fax: 360-733-2690

Printed Name: JACE HENIFIN Title: GENERAL MANAGER

Signature:  Date: 08/18/20



CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date August 5, 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.

HENIFIN CONSTRUCTION, LLC
Bidder's Business Name

Paul Henifin
Signature of Authorized Official*

JACE HENIFIN
Printed Name

GENERAL MANAGER
Title

8/18/20
Date

BELLINGHAM
City

WA
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒ ^{LLC}

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.



PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT

In compliance with SHB1695, the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder:

HENIFIN CONSTRUCTION

Signature of Authorized Official:

Jace Henifin
JACE HENIFIN (GENERAL MANAGER)

Date:

08/18/20

NON-COLLUSION DECLARATION

LEEWARD WAY DRAINAGE IMPROVEMENTS, CRP No. 920015

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: HENIFIN CONSTRUCTION, LLC

Address: 3857 HANNEGAN RD
BELLINGHAM, WA 98226

Telephone: 360-733-5411

Contractor's WA Registration Number: HENIFCL022J4

Contractor's WA UBI Number: 601-709-974

Contractor's WA Employment Security Department Number:
035034-006

Contractor's WA Excise Tax Registration Number: 601-709-974

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

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:

Name	Title
<u>JACE HENIFIN</u>	<u>GENERAL MANAGER</u>

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.

CASH ☐ IN THE AMOUNT OF _____
CASHIER'S CHECK ☐ (\$ _____) PAYABLE TO WHATCOM COUNTY
CERTIFIED CHECK ☐ (\$ _____) PAYABLE TO WHATCOM COUNTY
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)

Jace Henifin
JACE HENIFIN (GENERAL MANAGER) (Seal)

FIRM NAME: HENIFIN CONSTRUCTION, LLC

STATE OF WASHINGTON)
COUNTY OF Whatcom) ss.



On this 18th day of August, 20 20, before me personally appeared Jace Henifin 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

Yvette S. Murphy
NOTARY PUBLIC, in and for the
State of Washington, residing at: Bellingham
My Commission Expires: 6/20/2023

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



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Henifin Construction LLC of
3857 Hannegan Rd, as principal, and the Old Republic Surety Company
Bellingham, WA 98228

a corporation duly organized under the laws of the State of Wisconsin

and having its principal place of business at 10220 SW Greenburg Road, Ste 640,
Portland, OR 97223, and authorized to conduct business

in the State of Washington, as Surety, are held and firmly bound unto Whatcom County, a 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 **LEEWARD WAY DRAINAGE IMPROVEMENTS, CRP No. 920015**, 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 18th day of August, 20 20.

Henifin Construction LLC

Principal

By

JACE HENIFIN (GENERAL MANAGER)

(Seal)

Old Republic Surety Company

Surety

By

Katharine J. Snider

Attorney-In-Fact

Katharine J. Snider



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.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Eric A. Zimmerman, Cynthia L. Jay, Jamie L. Marques, Carley Espiritu, Aliceon A. Keltner, Christopher Kinyon,

Diane M. Harding, Annelies M. Richie, Kyle Joseph Howat, Brandon K. Bush, Heather L. Allen, Jacob T. Haddock,

Holli Albers, Erica E. Mosley, Alyssa J. Lopez, Katharine J. Snider, Amelia G. Burrill of Tacoma, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of July, 2020

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of July, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78 8560



Signed and sealed at the City of Brookfield, WI this 18th day of August, 2020

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

SIMILAR PROJECTS REFERENCE FORM

The name of the Agency or Client for which the project was performed, including the address, phone number and the name of the project manager:

Project Name: 2013 LAKE WHATCOM WATER QUALITY EV-0159

Agency or Client: CITY OF BELLINGHAM

Project Manager's Name: FREEMAN ANTHONY

Address: 2221 PACIFIC ST, BELLINGHAM, WA 98229

Phone Number: 360-778-7924

Project Name: SIDE SEWER PIPE BURST

Agency or Client: BERNICE HELD

Project Manager's Name: JACK HENEFIN

Address: 601 VIRGINIA ST, BELLINGHAM, WA 98225

Phone Number: 360-671-3093

Project Name: ES-215 TWENTIETH ROADWAY IMPROVEMENTS

Agency or Client: CITY OF BELLINGHAM (DEPT. OF PUBLIC WORKS)

Project Manager's Name: MIKE OLINGER

Address: 210 LOTTIE ST, BELLINGHAM, WA 98225

Phone Number: 360-676-6961



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-370

File ID:	AB2020-370	Version:	1	Status:	Agenda Ready
File Created:	09/03/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Report		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Report from the Health Department regarding the Ground-level Response and Coordinated Engagement (GRACE) Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, GRACE PowerPoint September 2020, Whatcom GRACE Diagram High Resolution, Whatcom GRACE Diagram Low Resolution



Memorandum

TO: SATPAL SIDHU, COUNTY EXECUTIVE

FROM: Anne Deacon, Human Services Manager

DATE: SEPTEMBER 3, 2020

RE: HEALTH COMMITTEE PRESENTATION ON GRACE PROGRAM

The Health Department has been asked to provide at the September 15th meeting of the Health Committee an orientation/update to the County Council on the GRACE program. Additionally, it has been asked to initiate a formal conversation on how the county can expand and improve on responses to individuals who are experiencing behavioral health crises.

The Ground-level Response and Coordinated Engagement (GRACE) program has been operational for over a year in our community. It has become an integral component of the county's system of behavioral health crisis response and supportive interventions. It serves as a hub for connections and collaboration with many community partners. These partners include treatment providers, housing providers, EMS and law enforcement.

The presentation to the County Council will update the members on the program and the challenges and successes experienced to date. The subsequent discussion will focus on how GRACE and other outreach models in our community can inform current conversations about potential expansion or development of programs designed to reduce unnecessary law enforcement responses. Our 911 system often defaults to law enforcement responses, even when law enforcement services may not be the most effective intervention. Efforts are underway to improve our various response systems, and it is critical to employ a thoughtful approach to understand the problems, research best practices, and inventory the resources available to ensure capacity and quality in any program design.



Many Organizations, One Coordinated System

Anne Deacon, LICSW

Whatcom County Health Dept.
Human Services Manager

Malora Christensen, LICSW
SeaMar Community Health Center
GRACE Program Manager



GRACE

Ground-level Response And Coordinated Engagement

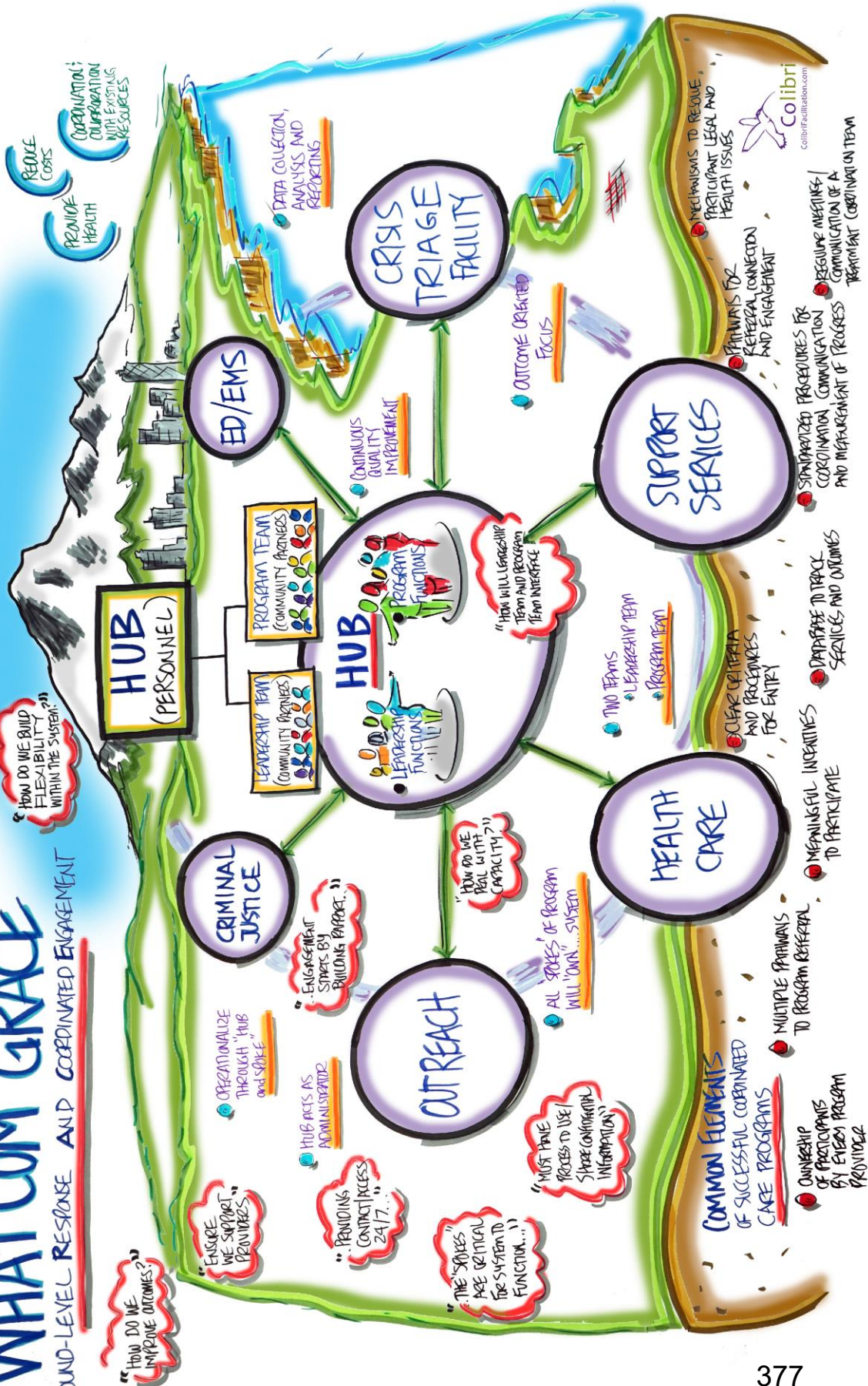
Flexible, intensive services for people in our community who have complex challenges and often interact with systems in ineffective and avoidable ways.



GRACE

WHAT COM GRACE

GROUND-LEVEL RESPONSE AND COORDINATED ENGAGEMENT



GRACE Members

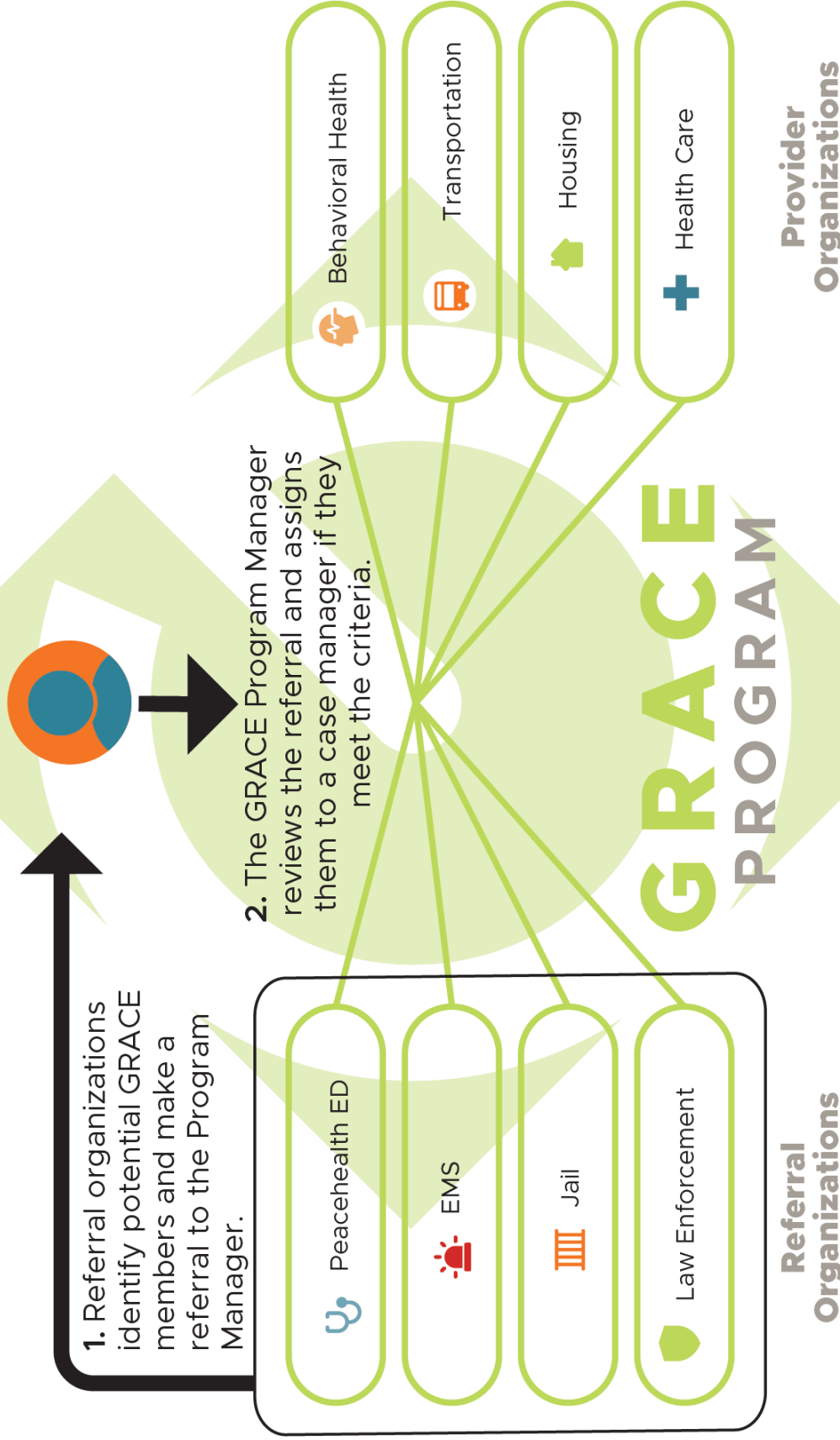
Residents of Whatcom County who are the “familiar faces” of emergency services.

- Law Enforcement
- EMS/Fire
- Hospital Emergency Dept.
- County Jail
- Criminal Legal System



GRACE

GRACE Referral and Operations Process





GRACE Referrals

- EMS
- Law Enforcement
- Hospital ED
- Jail
- Community Social Services
- City of Bellingham
- Whatcom County



Staff from local agencies work directly with each other and with GRACE members!

The Team!

City of Bellingham, EMS Team

- Andrea Day, Intensive Case Manager
- Joe Frank, Community Paramedic

City of Bellingham, Law Enforcement Team

- Laura Woods, Intensive Case Manager
- Zack Serad, BH Officer, BPD

Whatcom County (East) EMS & LE Team

- Christina Vega, Intensive Case Manager
- Aaron Wolven, Community Paramedic
- Jerilyn Klix, Crisis Intervention Deputy, Sheriff's Dept.

Whatcom County (West) EMS & LE Team

- Tomi Flack, Intensive Case Manager
- Ben Russell, Community Paramedic
- Jamie Collins, Crisis Intervention Deputy, Sheriff's Dept.

GRACE Nurse Practitioner (ARNP)

- Adelaide Chute

GRACE Program Manager

- Malora Christensen



GRACE
Ground-level Response and
Coordinated Engagement

Community Partners

- Bellingham Police Department
- Cascade Medical Advantage
- Catholic Community Services
- City of Bham, Assigned Counsel
- Compass Health
- District Court Probation
- DVSAAS
- Ideal Options
- Lake Whatcom Treatment Center
- Lighthouse Mission & Drop-in Center
- Lifeline Connections
- Lummi Health and Human Services
- Lydia Place
- Northwest Regional Council
- Northwest Youth Services

- Opportunity Council
- Peace Health St. Joseph Medical Center
- Pioneer Human Services
- SeaMar Community Health Clinic
- Sunrise Services
- Sun Community Services
- Unity Care NW
- Whatcom County EMS & Community Health Programs
- Whatcom County Jail
- Whatcom County Municipal Police Departments
- Whatcom County Public Defenders
- Whatcom County Sheriff
- Whatcom County Specialty Courts
- Yakima County Jail
- YWCA

Intensive Case Management

Caseload Size

- 20+ per team
- 80+

Scope of work

- Connection to medical, BH, housing and other services
- Flexibility
- Meeting people where they're at
- Transportation
- Accompanying to important appointments
- Thinking outside of the box
- Supporting community partners

Graduation

- Stabilization
- Reduction in emergency services



The Results: July 2019-July 2020

386

- GRACE has served 179 unique individuals in the past 12 months.
- 59 of those members graduated into stable situations.
- 15 of these members passed away during enrollment. In almost all of these cases, the GRACE team was part of end of life planning.
- Over 50 GRACE members achieved a permanent housing placement.
- Over 100 GRACE members were connected to Behavioral Health & Medical Services.



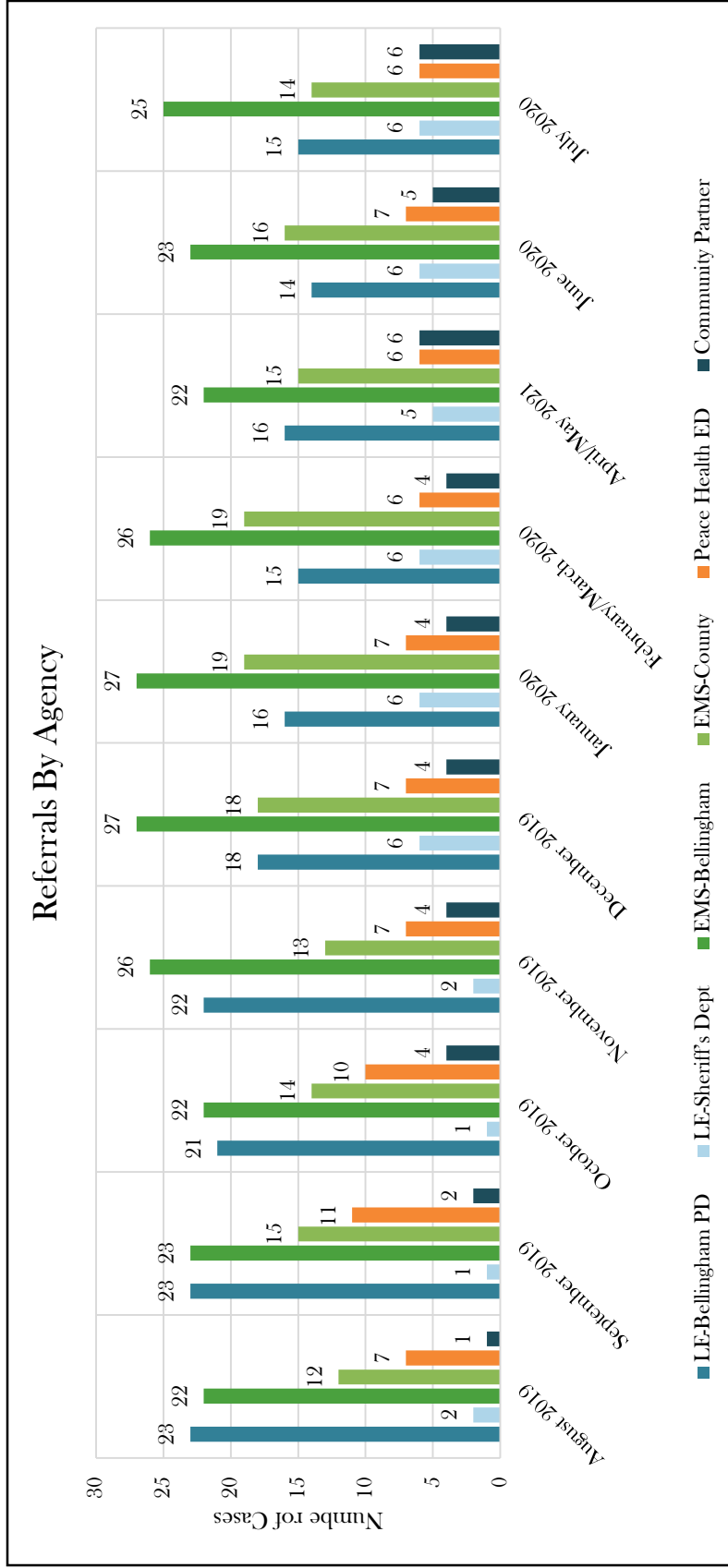
Current caseload (81):

- 70% Behavioral Health challenges
 - 65% Complex Medical
 - 52% Substance Use
 - 47% Aging and/or Disabled
 - 40% Homelessness
 - 17% Fall Risk
-
- Average Age: 59 years old



Referral by Agency:

388



GRACE
Ground-level Response and
Coordinated Engagement

Race/Ethnicity

Race	Percentage
Other Race	0%
American Indian or Alaska Native, White	1%
Asian	1%
Asian, Native Hawaiian or Other Pacific Islander	1%
Black or African American	1%
American Indian or Alaska Native	2%
Not Applicable	3%
Hispanic or Latino	5%
White	41%
Not Recorded	46%



GRACE

Ground-level Response and
Coordinated Engagement

Matrix Score: Severity/Acuity

390

Category	Type	Weight	Score	Description
A	Law Enforcement Contact	50%	1	12 or more calls to 9-1-1 in last 12 months OR combination of calls and arrests; focus BH Issues
A	EMS Contact	50%	1	12 or more EMS calls in past 12 months
A	Emergency Room Contact	50%	1	20 or more visits in the past 12 Months
A	Jail Booking	50%	1	6 or more jail stays in the past 12 Months
B	Behavioral Health	20%	1	Behavioral Health Condition
B	Mental Health	20%	1	Mental Health Condition
B	Substance Abuse	20%	1	Substance Abuse Condition
B	Extreme community impact	20%	1	Extreme community impact Condition
B	Chronic health	20%	1	Chronic health Condition
C	Homeless	10%	1	Homeless Condition
D	Other Social Services impact	10%	1	Other Social Services impact
E	Aging	10%	1	Aging Condition
E	Dementia	10%	1	Dementia Condition
E	Cognitive Impaired	10%	1	Cognitive Impaired Condition

Weight	50%	20%	10%	10%	10%	100%
Attribute	A	B	C	D	E	Score
Member 1	2	1	0	0	0	12
Member 2	2	2	1	1	1	17
Member 3	2	0	1	1	1	13
Member 4	2	1	1	0	0	13
Member 5	1	2	1	1	1	12
Max points	4	4	1	1	1	31

Member #1: Person who has 13 EMS contacts in past 6 months resulting in frequent visits to ED, presenting with MH issues each time.

Member #2: Person has had 12 calls to 9-1-1/BPD, transported to ED for MH, 4 arrests, presents with SUD, is homeless and cognitively impaired, many agency involvement.

Member #3: Person has had 12 calls to EMS in past year, has diabetes, is homeless, elderly and appears to have dementia.

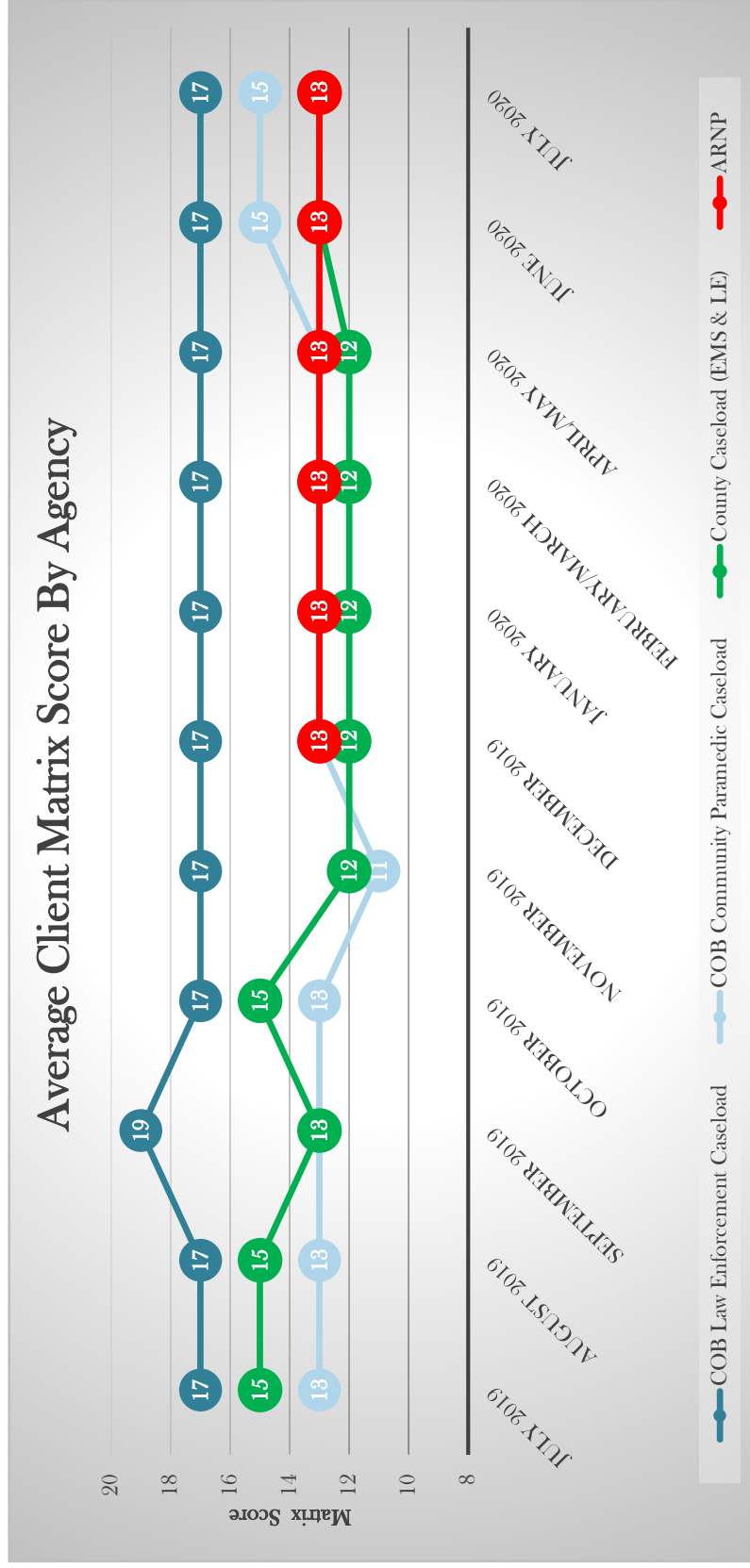
Member #4: Person has been in jail 8 times in past 4 years, arrested more than 12 and is homeless, present with MH issues.

Member #5: Weekly 9-1-1 calls, chronic Ill, substance Abuse, homeless, trespassed from most public places, cog. Impaired.

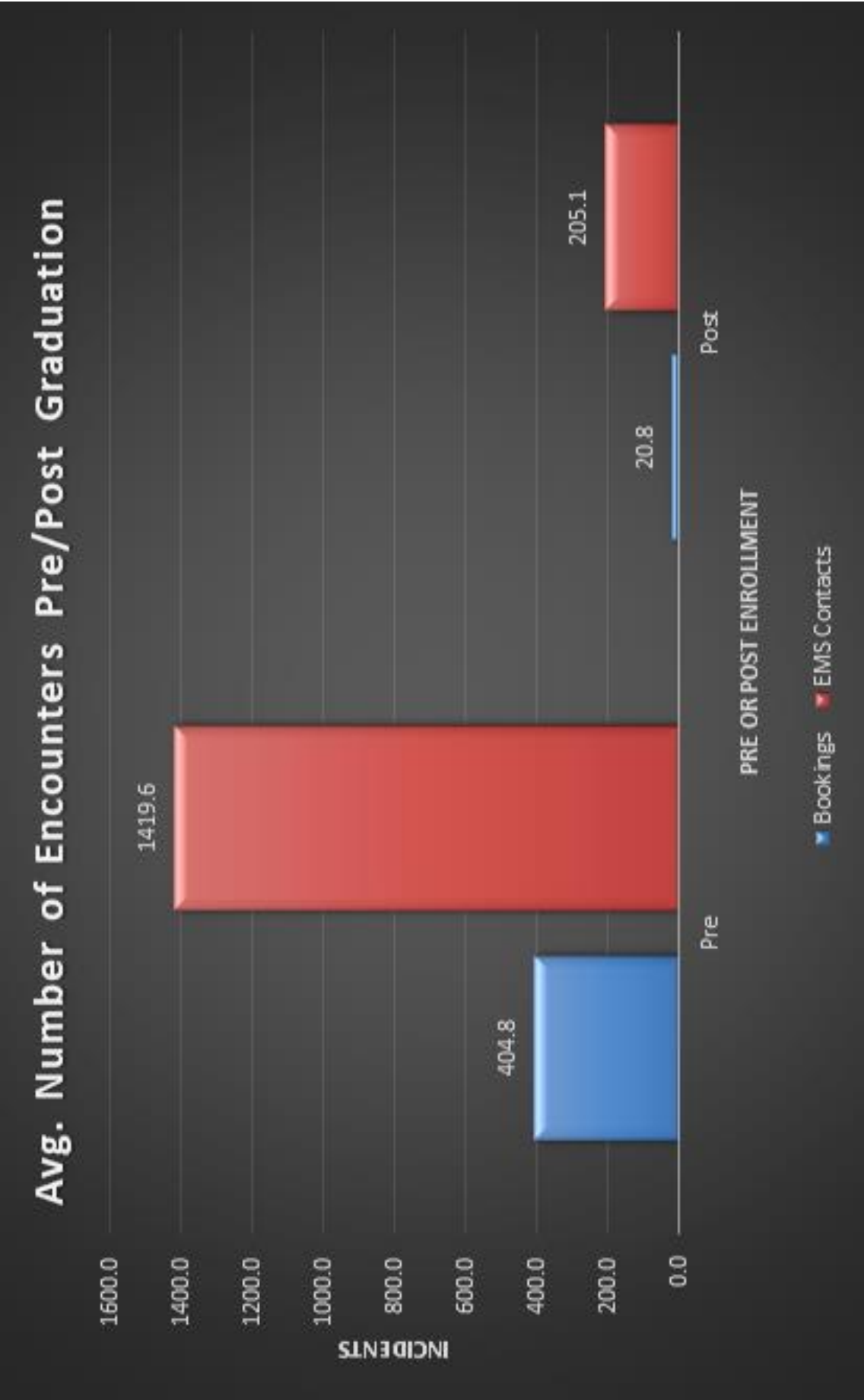


GRACE
Ground-level Response and
Coordinated Engagement

Average Matrix Score:



GRACE
Ground-level Response and
Coordinated Engagement



Pre/Post GRACE Enrollment

- Jail Bookings
 - 95% reduction in jail bookings
- EMS Contacts
 - 86% reduction in EMS Contacts

Community Collaboration

- GRACE is a partnership funded by Whatcom County, City of Bellingham and Peace Health.
- GRACE is operated by SeaMar Community Health Center



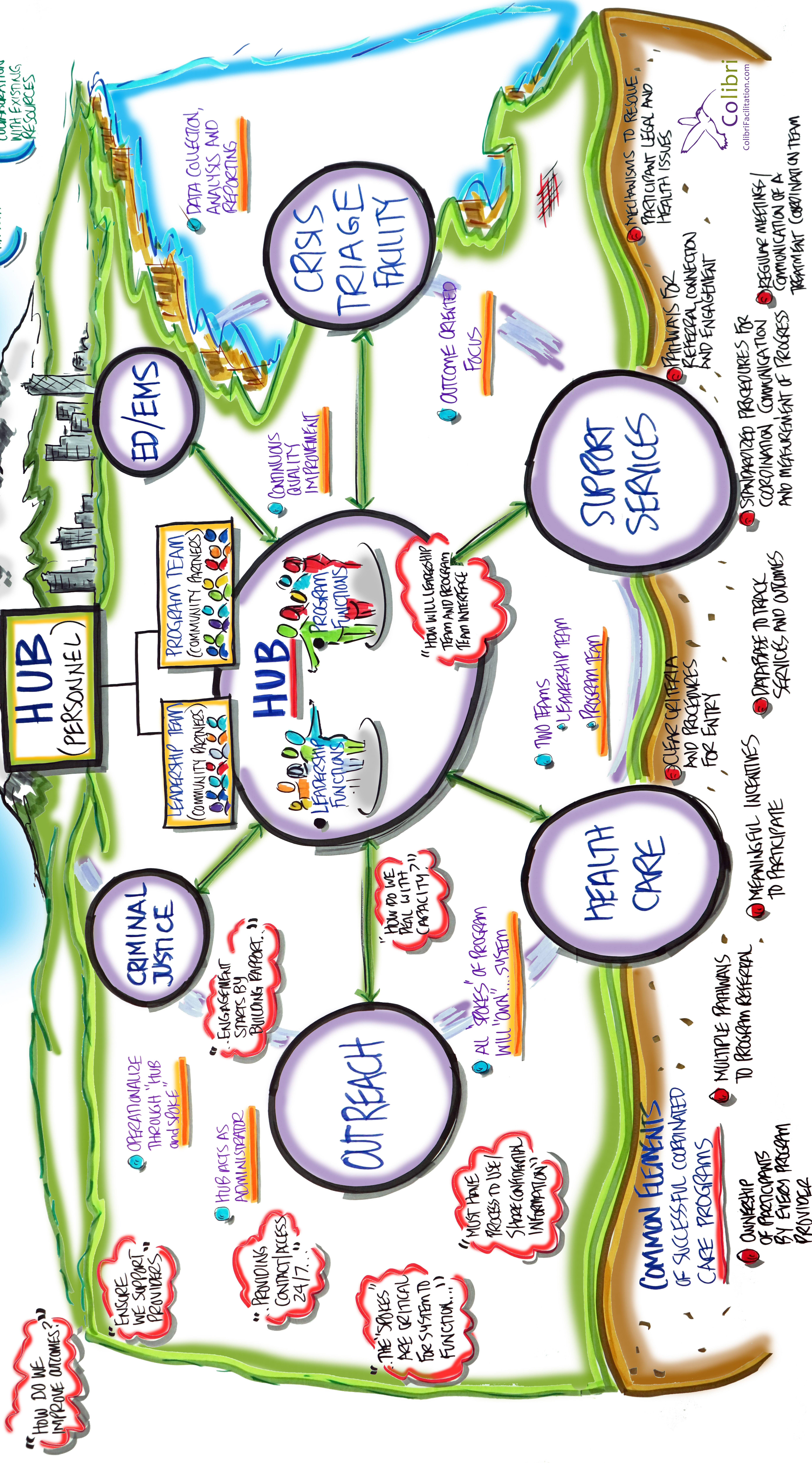
QUESTIONS?



GRACE

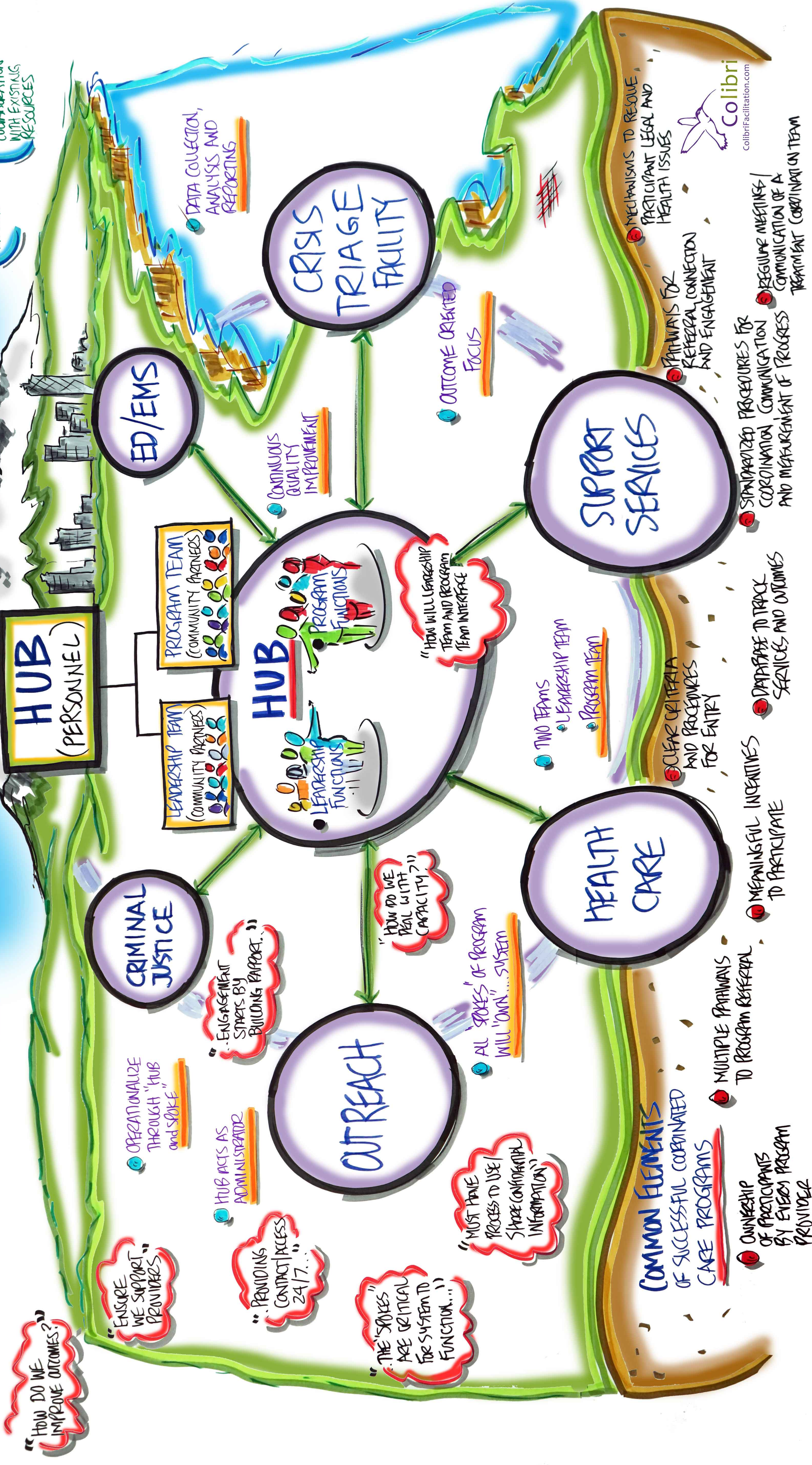
WHAT COM GRACE

GROUND-LEVEL RESPONSE AND COORDINATED ENGAGEMENT



WHAT COM GRACE

GROUND-LEVEL RESPONSE AND COORDINATED ENGAGEMENT





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-354

File ID:	AB2020-354	Version:	1	Status:	Agenda Ready
File Created:	08/31/2020	Entered by:	RMcconne@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion with Public Works staff on an ordinance to amend Whatcom County Code 12.60.040, Appointment and Responsibilities of the Citizen Address and Road Name Appeals Committee (to be introduced at the evening meeting)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Ordinance & Exhibit A

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memorandum

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

Through: Jon Hutchings, Director *JH*

From: James P. Karcher, P.E., County Engineer *gpk*
Doug Ranney, P.E., Engineering Manager *DWR* 07/29/2020

Date: September 15, 2020

Re: Code Revision Proposal for WCC 12.60.040 – Appointment and
Responsibilities of the Citizen Address and Road Name Appeals Committee

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to amend Whatcom County Code (WCC) Chapter 12.60.040 – Appointment and responsibilities of the citizen address and road naming appeals committee. If adopted, the Council should then make a determination whether to request applications for appointment to the committee or leave it vacant at this time.

Background and Purpose

The Council Public Works and Health Committee asked Public Works to propose a revision to the subject Chapter in an effort to clarify which body is correct for consideration and decision of addressing and road name appeals. Rather than revising the code section to completely dissolve the addressing appeals committee, the proposed language makes appointment to the committee optional for the council. The 'shall' is proposed to be revised to a 'may'. This provides the flexibility to delegate appeals during periods of high volume re-assignments but still stay current with infrequent appeals. The proposal also clarifies that in the absence of an appointed committee, the Council will directly consider and decide any appeal.

Information

This ordinance will allow the Council flexibility in delegating appeal decision authority to a citizen committee or keeping direct control of appeals.

Please contact Doug Ranney at extension 6255 with any questions regarding this ordinance.

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE CHAPTER 12.60.040, APPOINTMENT AND
RESPONSIBILITIES OF THE CITIZEN ADDRESS AND ROAD NAME APPEALS COMMITTEE

WHEREAS, the Whatcom County Council Public Works and Health Committee directed Public Works to bring forward revisions to Whatcom County Code (WCC) Chapter 12.60.040 – Appointment and responsibilities of the citizen address and road name appeals committee; and

WHEREAS, Whatcom County Public Works advises the Council to keep the ability to appoint committee members at their discretion; and

WHEREAS, Whatcom County Public Works advises that in the absence of an appointed committee, appeals of address numbering and road name assignments and correction shall be considered and decided by the Council; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Appointment and responsibilities of the citizen address and road naming committee Chapter, WCC 12.60.040 is hereby amended as shown on Exhibit A.

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/CQ/RM
Senior Civil Deputy Prosecuting Attorney

Satpal Singh Sidhu, County Executive

() Approved () Denied

Date Signed: _____

Exhibit A

12.60.040 Appointment and responsibilities of the citizen address and road name appeals committee.

- A. The county council may appoint a citizen address and road name appeals committee, hereinafter called the citizen appeals committee, of five members representing the diversity of Whatcom County residents. Committee members shall serve three-year overlapping terms and shall be eligible for reappointment.
- B. The responsibilities of the citizen appeals committee shall be as follows:
 - 1. Consider and decide appeals of address numbering, and road name assignments and corrections;
 - 2. Review and decide appeals in enacting the policies and procedures of this chapter;
 - 3. Develop a list of preapproved road names from which applicants may choose;
 - 4. May propose changes or additions in the county's address numbering, road naming, and sign policy.
- C. Decisions by the citizen appeals committee may be appealed to the county council. (Ord. 2017-017 Exh. A; Ord. 2016-017 Exh. A; Ord. 2014-045 Exh. A; Ord. 96-049).
- D. In the absence of a citizen address and road name appeals committee, appeals will be considered and decided directly by County Council.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-350

File ID:	AB2020-350	Version:	1	Status:	Agenda Ready
File Created:	08/27/2020	Entered by:	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Discussion		
Assigned to:	Council Planning and Development Committee	Final Action:			
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion with Planning and Development staff on code amendments to WCC Titles 12, 16, 20, 21 and 22

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Proposed amendments to WCC Titles 12, 16, 20, 21, and 22. This is an annual "code scrub," wherein staff proposes amendments to clarify code, fix inconsistencies and grammar, and, this year, modify policies regarding LAMAIIRD uses, stormwater requirements, boundary line adjustment requirements for nonconforming lots, exempt lots created by exempt agricultural subdivision from required lot consolidation; require that agriculture lots modified via a boundary line adjustment have an adequate building site, and create a new administrative variance process.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: PLN2019-00006 Staff Report to CoC.pdf, Ordinance, draft 2020-07-23.pdf, Code Scrub 2019 - Exhibit A, 2020-08-27.pdf

Whatcom County Planning & Development Services Staff Report

Miscellaneous Code Amendments 2019

I. Background Information

File # PLN2019-00006

File Name: Miscellaneous Code Amendments 2019

Applicants: Whatcom County Planning and Development Services (PDS)

Summary of Request: Proposed amendments to WCC Titles 12, 16, 20, 21, and 22. This is an annual “code scrub,” wherein staff proposes amendments to clarify code, fix inconsistencies and grammar, and, this year, modify policies regarding LAMAIIRD uses, stormwater requirements, boundary line adjustment requirements for nonconforming lots, exempt lots created by exempt agricultural subdivision from required lot consolidation; require that agriculture lots modified via a boundary line adjustment have an adequate building site, and create a new administrative variance process.

Location: Countywide.

Staff Recommendation: Approve. The amendments are necessary to add clarity to development regulations and procedures, to keep the code up to date, and to fix some inconsistencies.

Background: Planning and Development Services annually proposes a series of code amendments to improve unclear wording or procedures, or to correct errors or outdated text. This year’s 25 proposed code amendments include such items as well as a few proposed policy changes.

II. Code Amendments

The proposed code amendments are found in Exhibit A. Please refer to that attachment; explanations are provided therein.

III. Comprehensive Plan Evaluation

The proposed amendments are consistent with Comprehensive Plan’s Goal 2D to “Refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner.”

IV. Proposed Findings of Fact and Reasons for Action

Staff recommends the Planning Commission adopt the following findings of fact and reasons for action:

1. Whatcom County Planning and Development Services has submitted an application to make various amendments to Whatcom County Code (WCC) Title 20 Zoning to make corrections, updates, and clarifications.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on October 22, 2019.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on October 10, 2019, for their 60-day review. No comments were received.
4. The Planning Commission held a duly noticed public hearing on the proposed amendments on July 23, 2020.
5. The County Council held a duly noticed public hearing on the proposed amendments on September 29, 2020.
6. The amendments are consistent with Comprehensive Plan Policy Goal 2D to “refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner.”
7. In reference to Exhibit A, Amendment No. 1: The proposed amendment to WCC 16.08.090(A) would make it clear that an applicant has to use Whatcom County’s SEPA Environmental Checklist form, which has been amended as allowed by state law. It also makes it clear that a fee may be required per the Unified Fee Schedule.
8. In reference to Exhibit A, Amendment No. 2: The proposed amendments would add a footnote to Tables WCC 20.20.255 and 20.22.254 (Minimum lot width and depth for the UR and URM Districts), as previously added to WCC 20.36.253 (Minimum lot width and depth for the Rural District). This would allow for boundary line adjustments on existing lots that often do not meet the “width at street line” standards for that zone.
9. In reference to Exhibit A, Amendment No. 3: For the Resort Commercial (RC) zoning district different setback requirements are listed in two different sections of Title 20, making it difficult to find them all. The proposed amendments would help rectify this by moving the exceptions of WCC 20.64.350 to 20.80.253(4), which contains other exceptions. Additionally, the setbacks are frustratingly difficult to interpret so the grammar is being cleaned up.
10. In reference to Exhibit A, Amendment No. 4: The amendment to WCC 20.64.700 would remove building size requirements from the Resort Commercial’s “performance standards” section and place them in a new “maximum building size” section (WCC 20.64.330), making it easier for applicants to find as it is more similar to the code structure for other zoning districts.
11. In reference to Exhibit A, Amendment No. 5: The amendment to WCC 20.64.450 would simplify the language by combining the two subsections into one sentence.
12. In reference to Exhibit A, Amendment No. 6: This amendment would repeal WCC 20.65, the Gateway Industrial zoning district. The City of Bellingham annexed the last GI zoning district properties on April 1, 2019. There are no other properties zoned GI in Whatcom County, nor does the County foresee ever using it again given its purpose.
13. In reference to Exhibit A, Amendment No. 7: The amendment to the “Maximum floor area per building” table in WCC 20.80.100 would add storage/warehouse as an allowed use in Glacier, setting the maximum floor area to that of an existing storage building (3,584 sq. ft.) allowing storage/warehouse uses in the Glacier LAMIRD where the underlying zoning district allows such (e.g., the Small Town Commercial zone) up to a maximum of 3,584 sq. ft. When this table was first created, the County inventory overlooked an existing storage building and thus the table did not reflect all the uses in existence in 1990, as was intended.
14. In reference to Exhibit A, Amendment No. 8: There remain three references to the Guide Meridian Improvement Plan in the code. However, that plan was repealed by Ordinance 2016-035 and references to it should be deleted.

15. In reference to Exhibit A, Amendment No. 9: The amendment to WCC 20.80.630, the Modified Thresholds for Stormwater Management Table, would require source control (i.e., using Best Management Practices to reduce pollution from non-point sources) for stormwater management systems where they are required.
16. In reference to Exhibit A, Amendment No. 10: Similar to those tables for the UR & URM districts, a footnote is being added to WCC 20.24.252 (Density and minimum lot size for the UR-MX district) where “conventional minimum lot size” indications “N/A.” Otherwise when reviewing Lot of Record/Lot Consolidation requests, no applicant can meet WCC 20.83.070(2) “One or more of the lots in question does not meet the conventional minimum lot size of the applicable zone district.”
17. In reference to Exhibit A, Amendment No. 11: WCC 20.83.110 contains a prohibition on making nonconforming lots more nonconforming through a Boundary Line Adjustment (BLA). However, this has led to instances of highly irregular lot lines, or the inability to preclude the need to impact critical areas. While in general making lots more nonconforming should be avoided, there are instances where it makes sense. The amendments to WCC 20.83.110 sets out the conditions where such would be acceptable, and would address and satisfy the intent of Docket Item PLN2014-00001.
18. In reference to Exhibit A, Amendment No. 12: Buildings in LAMRIDS are subject to maximum building sizes and it is unclear whether decks are to be included, or not, within the allowable floor area. This amendment to WCC 20.97.145 would exclude decks from the definition of floor area.
19. In reference to Exhibit A, Amendment No. 13: WCC 21.01.040(2)(b) allows an exempt subdivision with a minimum lot size of 20 acres, mirroring the state provision for exempt subdivisions. However, the Agriculture and Commercial Forestry zones have a minimum lot size of 40 acres. One could argue that this provision, then, would allow someone to create parcels of 20 acres in these Ag zone, contrary to our minimum lot size for that zone. The amendment to WCC 21.01.040(2)(b) would fix this.
20. In reference to Exhibit A, Amendment No. 14: WCC 20.40.255 requires that all parcels in contiguous ownership be consolidated for the purposes of the subdivision, short subdivision, or boundary line adjustment (BLA). In general, requiring lot consolidation is a good practice, as it prevents someone from doing multiple short plats in lieu of a subdivision, which gets them out of installing some infrastructure (roads, drainage, sewer, etc.) otherwise necessary for the number of lots being created. Yet, in some instances, primarily in the Ag zone where there are larger lots (40+ acres), someone who has undergone an exempt land division per WCC 21.01.040(2)(i) (one of the few ways allowed under state law to subdivide without having to comply with the subdivision rules) has to reconsolidate those lots if they want to do a simple BLA, which is not the intent of the exempt subdivision rules. In these cases, staff has resorted to advising applicants to transfer their adjacent parcels into different ownership (e.g., another family member). The amendments to subsection (4) would exempt lots created by exempt subdivision from this required consolidation. It would have no effect on smaller lots, as only 40+acre lots can be created in this fashion.
21. In reference to Exhibit A, Amendment No. 15: In processing boundary line adjustments, the County needs to ensure that the final lots have sufficient area to build a house (the most common economic use of property). However, for some reason there is language that exempts BLAs in the Agriculture zone from this requirement, even though the lots could be sold to someone wanting to build a home. The proposed amendment to WCC 21.03.060(1)(b) would prevent someone from adjusting a lot such that it doesn’t have enough room to build on.

22. In reference to Exhibit A, Amendment No. 16: While table 22.05.020 indicates that open record hearings are required both for Type III and IV applications and for appeals of Type I and Type II applications, the text for WCC 22.05.090 does not. This amendment would clarify this requirement.
23. In reference to Exhibit A, Amendment No. 17: This amendment would move the remainder of Chapter 20.84, which has to do with the processing of variances, conditional use permits, and administrative approval uses to Title 22 (Land Use and Development Procedures), Chapter 22.05 (Project Permit Procedures), as all processing mechanisms and criteria should now be in that Title. Chapter 20.84 would then be deleted in its entirety.
24. In reference to Exhibit A, Amendment No. 18: Throughout the code, various historic titles are used for the chief administrator of Planning and Development Services (director, administrator, zoning administrator, zoning official, etc.). Staff proposes to use "Director" throughout, and will continue to make these changes as we progress through future zoning amendments.
25. In reference to Exhibit A, Amendment No. 19: WCC 22.05.020, the Project Permit Processing Table, indicates that Whatcom County has an administrative shoreline conditional use permit. However, we do not; nor does the Shoreline Management Act or our own Shoreline Management Plan allow for them. This amendment would delete this nonexistent permit type from the table.
26. In reference to Exhibit A, Amendment No. 22: WCC 20.84.110 grants the Hearing Examiner the authority to grant variances from *all* provisions of Title 20 (Zoning Code). However, under state law variances can only be granted from dimensional standards, not uses, processes, etc. This amendment would better specify what variances can be granted for (i.e., the dimensional standards).
27. In reference to Exhibit A, Amendment No. 21: WCC 20.84.110 grants the Hearing Examiner authority to grant variances from all provisions of Title 22, which used to contain the Guide Meridian Improvement Plan but was repealed in 2019. Title 22 now contains permit procedures. As variances cannot be granted from processes, the reference to Title 22 should be deleted.
28. In reference to Exhibit A, Amendment No. 22: Planning and Development Services receives numerous variance requests for minor issues unlikely to have impacts on surrounding properties or people, in particular minor reductions to front yard setbacks or parking stall requirements so as to accommodate houses on challenging lots. The proposed amendments to WCC 20.84.100 (which would become 22.05.024 under Amendment # 19) and WCC 22.05.020 would create a new "minor variance" permit to be processed as a Type II Application. As such, public notice would still be provided wherein neighbors could comment and raise issues or objections, but there would be no public hearing: The decision would be made by the Director, not the Hearing Examiner. This would cut down on the time and costs to applicants for variances for which Planning and Development Services typically doesn't receive much public involvement.
29. In reference to Exhibit A, Amendment No. 23: The amendments to WCC 22.20.020 would make it clear that a submittal for a code interpretation has to be on one of our official forms.
30. In reference to Exhibit A, Amendment No. 24: The amendment to WCC 22.25.020 would make it clear that that Council has adopted a fee for code interpretations.
31. In reference to Exhibit A, Amendment No. 25: Last year when Council updated (and consolidated) the setback table (WCC 20.80.210) an oversight was made in regards to setbacks in the Agriculture Zone. The required setback for habitable structures on small lots from was inadvertently changed from 30' to 5'. Though it may be acceptable to have a non-habitable structure only 5' from an

agricultural field, the setback for habitable structures (i.e., homes) should remain at 30'. This amendment would rectify that oversight.

V. Proposed Conclusions

1. The amendments are in the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

VI. Recommendation

Planning and Development Services recommends the Planning Commission forward the proposed amendments to the County Council with a recommendation of approval.

Attachments

1. Draft Ordinance
2. Exhibit A – Proposed Code Amendments

PROPOSED BY: _____
INTRODUCTION DATE: _____

ORDINANCE NO. _____

ADOPTING VARIOUS AMENDMENTS TO WHATCOM COUNTY CODE TITLES 12 (ROADS & BRIDGES), 16 (ENVIRONMENT), 20 (ZONING), 21 (LAND DIVISION REGULATIONS), AND 22 (LAND USE AND DEVELOPMENT PROCEDURES)

WHEREAS, Whatcom County Planning and Development Services has proposed amendments to Whatcom County Code Titles 12, 16, 20, 21, and 22; and,

WHEREAS, The Whatcom County Council reviewed and considered Planning Commission recommendations, staff recommendations, and public comments on the proposed amendments; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. Whatcom County Planning and Development Services has submitted an application to make various amendments to Whatcom County Code (WCC) Title 20 Zoning to make corrections, updates, and clarifications.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on October 22, 2019.
3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on October 10, 2019. No comments were received.
4. The Planning Commission held a duly noticed public hearing on the proposed amendments on July 23, 2020.
5. The County Council held a duly noticed public hearing on the proposed amendments on September 29, 2020.
6. The amendments are consistent with Comprehensive Plan Policy Goal 2D to “refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner.”
7. In reference to Exhibit A, Amendment No. 1: The proposed amendment to WCC 16.08.090(A) would make it clear that an applicant has to use Whatcom County’s SEPA Environmental Checklist form, which has been amended as allowed by state law. It also makes it clear that a fee may be required per the Unified Fee Schedule.
8. In reference to Exhibit A, Amendment No. 2: The proposed amendments would add a footnote to Tables WCC 20.20.255 and 20.22.254 (Minimum lot width and depth for the UR and URM Districts), as previously added to WCC 20.36.253 (Minimum lot width and depth for the Rural District). This would allow for boundary line adjustments on existing lots that often do not meet the “width at street line” standards for that zone.
9. In reference to Exhibit A, Amendment No. 3: For the Resort Commercial (RC) zoning district different setback requirements are listed in two different sections of Title 20, making it difficult to find them all. The proposed amendments would help rectify this by moving the exceptions of WCC 20.64.350

to 20.80.253(4), which contains other exceptions. Additionally, the setbacks are frustratingly difficult to interpret so the grammar is being cleaned up.

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14. In reference to Exhibit A, Amendment No. 8: There remain three references to the Guide Meridian Improvement Plan in the code. However, that plan was repealed by Ordinance 2016-035 and references to it should be deleted.
15. In reference to Exhibit A, Amendment No. 9: The amendment to WCC 20.80.630, the Modified Thresholds for Stormwater Management Table, would require source control (i.e., using Best Management Practices to reduce pollution from non-point sources) for stormwater management systems where they are required.
16. In reference to Exhibit A, Amendment No. 10: Similar to those tables for the UR & URM districts, a footnote is being added to WCC 20.24.252 (Density and minimum lot size for the UR-MX district) where "conventional minimum lot size" indications "N/A." Otherwise when reviewing Lot of Record/Lot Consolidation requests, no applicant can meet WCC 20.83.070(2) "One or more of the lots in question does not meet the conventional minimum lot size of the applicable zone district."
17. In reference to Exhibit A, Amendment No. 11: WCC 20.83.110 contains a prohibition on making nonconforming lots more nonconforming through a Boundary Line Adjustment (BLA). However, this has led to instances of highly irregular lot lines, or the inability to preclude the need to impact critical areas. While in general making lots more nonconforming should be avoided, there are instances where it makes sense. The amendments to WCC 20.83.110 sets out the conditions where such would be acceptable, and would address and satisfy the intent of Docket Item PLN2014-00001.
18. In reference to Exhibit A, Amendment No. 12: Buildings in LAMRIDS are subject to maximum building sizes and it is unclear whether decks are to be included, or not, within the allowable floor area. This amendment to WCC 20.97.145 would exclude decks from the definition of floor area.
19. In reference to Exhibit A, Amendment No. 13: WCC 21.01.040(2)(b) allows an exempt subdivision with a minimum lot size of 20 acres, mirroring the state provision for exempt subdivisions. However,

the Agriculture and Commercial Forestry zones have a minimum lot size of 40 acres. One could argue that this provision, then, would allow someone to create parcels of 20 acres in these Ag zone, contrary to our minimum lot size for that zone. The amendment to WCC 21.01.040(2)(b) would fix this.

20. In reference to Exhibit A, Amendment No. 14: WCC 20.40.255 requires that all parcels in contiguous ownership be consolidated for the purposes of the subdivision, short subdivision, or boundary line adjustment (BLA). In general, requiring lot consolidation is a good practice, as it prevents someone from doing multiple short plats in lieu of a subdivision, which gets them out of installing some infrastructure (roads, drainage, sewer, etc.) otherwise necessary for the number of lots being created. Yet, in some instances, primarily in the Ag zone where there are larger lots (40+ acres), someone who has undergone an exempt land division per WCC 21.01.040(2)(i) (one of the few ways allowed under state law to subdivide without having to comply with the subdivision rules) has to reconsolidate those lots if they want to do a simple BLA, which is not the intent of the exempt subdivision rules. In these cases, staff has resorted to advising applicants to transfer their adjacent parcels into different ownership (e.g., another family member). The amendments to subsection (4) would exempt lots created by exempt subdivision from this required consolidation. It would have no effect on smaller lots, as only 40+acre lots can be created in this fashion.
21. In reference to Exhibit A, Amendment No. 15: In processing boundary line adjustments, the County needs to ensure that the final lots have sufficient area to build a house (the most common economic use of property). However, for some reason there is language that exempts BLAs in the Agriculture zone from this requirement, even though the lots could be sold to someone wanting to build a home. The proposed amendment to WCC 21.03.060(1)(b) would prevent someone from adjusting a lot such that it doesn't have enough room to build on.
22. In reference to Exhibit A, Amendment No. 16: While table 22.05.020 indicates that open record hearings are required both for Type III and IV applications and for appeals of Type I and Type II applications, the text for WCC 22.05.090 does not. This amendment would clarify this requirement.
23. In reference to Exhibit A, Amendment No. 17: This amendment would move the remainder of Chapter 20.84, which has to do with the processing of variances, conditional use permits, and administrative approval uses to Title 22 (Land Use and Development Procedures), Chapter 22.05 (Project Permit Procedures), as all processing mechanisms and criteria should now be in that Title. Chapter 20.84 would then be deleted in its entirety.
24. In reference to Exhibit A, Amendment No. 18: Throughout the code, various historic titles are used for the chief administrator of Planning and Development Services (director, administrator, zoning administrator, zoning official, etc.). Staff proposes to use "Director" throughout, and will continue to make these changes as we progress through future zoning amendments.
25. In reference to Exhibit A, Amendment No. 19: WCC 22.05.020, the Project Permit Processing Table, indicates that Whatcom County has an administrative shoreline conditional use permit. However, we do not; nor does the Shoreline Management Act or our own Shoreline Management Plan allow for them. This amendment would delete this nonexistent permit type from the table.
26. In reference to Exhibit A, Amendment No. 22: WCC 20.84.110 grants the Hearing Examiner the authority to grant variances from *all* provisions of Title 20 (Zoning Code). However, under state law variances can only be granted from dimensional standards, not uses, processes, etc. This amendment would better specify what variances can be granted for (i.e., the dimensional standards).

27. In reference to Exhibit A, Amendment No. 21: WCC 20.84.110 grants the Hearing Examiner authority to grant variances from all provisions of Title 22, which used to contain the Guide Meridian Improvement Plan but was repealed in 2019. Title 22 now contains permit procedures. As variances cannot be granted from processes, the reference to Title 22 should be deleted.
28. In reference to Exhibit A, Amendment No. 22: Planning and Development Services receives numerous variance requests for minor issues unlikely to have impacts on surrounding properties or people, in particular minor reductions to front yard setbacks or parking stall requirements so as to accommodate houses on challenging lots. The proposed amendments to WCC 20.84.100 (which would become 22.05.024 under Amendment # 19) and WCC 22.05.020 would create a new “minor variance” permit to be processed as a Type II Application. As such, public notice would still be provided wherein neighbors could comment and raise issues or objections, but there would be no public hearing: The decision would be made by the Director, not the Hearing Examiner. This would cut down on the time and costs to applicants for variances for which Planning and Development Services typically doesn’t receive much public involvement.
29. In reference to Exhibit A, Amendment No. 23: The amendments to WCC 22.20.020 would make it clear that a submittal for a code interpretation has to be on one of our official forms.
30. In reference to Exhibit A, Amendment No. 24: The amendment to WCC 22.25.020 would make it clear that that Council has adopted a fee for code interpretations.
31. In reference to Exhibit A, Amendment No. 25: Last year when Council updated (and consolidated) the setback table (WCC 20.80.210) an oversight was made in regards to setbacks in the Agriculture Zone. The required setback for habitable structures on small lots from was inadvertently changed from 30’ to 5’. Though it may be acceptable to have a non-habitable structure only 5’ from an agricultural field, the setback for habitable structures (i.e., homes) should remain at 30’. This amendment would rectify that oversight.

CONCLUSIONS

1. The amendments to the development regulations are the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

Section 2. Staff is authorized to work with Code Publishing to correct and update any cross-references made ineffective by these amendments.

ADOPTED this _____ day of _____, 2020.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED as to form:

() Approved () Denied

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Exhibit A

Miscellaneous Code Amendments 2019

(Editor's note: Ellipses (...) indicate that sections of the code not being amended are not shown.)

Title 16 ENVIRONMENT

1. No policy change, just a clarification.

The proposed amendment to 16.08.090(A) would make it clear that an applicant has to use Whatcom County's SEPA Environmental Checklist form, which has been amended as allowed by state law. It also makes it clear that a fee may be required per the Unified Fee Schedule.

Chapter 16.08: State Environmental Policy Act (SEPA)

16.08.090 Environmental checklist.

- A. ~~Except as provided in subsection D of this section, a~~ completed environmental checklist ~~(or a copy), in the form provided in WAC 197-11-960,~~ shall be filed at the same time as an application for a permit, license, certificate, or other approval not specifically exempted in this chapter; except, a checklist is not needed if the County and applicant agree an EIS is required, SEPA compliance has been completed, or SEPA compliance has been initiated by another agency. Except as provided in subsection (D) of this section, the checklist shall be on a form provided by the County, which is in the form of WAC 197-11-960 with additions required by the Responsible Official in accordance with WAC 197-11-906(4). The County shall use the environmental checklist to determine the lead agency and, if the County is the lead agency, for determining the Responsible Official and for making the threshold determination. A checklist submittal shall include any checklist review fee specified in the County's Uniform Fee Schedule.

...

TITLE 20 ZONING

2. No policy change *per se*, but would make a previous policy change applicable in other similar zones.

In 2017 Council added the following footnote to the Rural District's minimum lot width and depth table (WCC 20.36.253) for boundary line adjustments (BLA):

**The "Width at Street Line" standards do not apply to lots being modified through boundary line adjustment (BLA) subject to WCC [21.03.060\(2\)\(f\)](#).*

This language was added because many existing lots in that zone do not conform to this standard. Doing a BLA on such nonconforming lots then causes extremely irregular lot lines, or is otherwise impossible to accomplish. However, similar language was not added to the UR & URM districts, though the same prohibition applies if you don't have public water & sewer. Staff believes this was an oversight.

Staff proposes adding the same footnote to the tables in WCC 20.20.255 (UR) and 20.22.254 (URM).

Chapter 20.20 Urban Residential (UR) District

20.20.255 Minimum lot width and depth.

District	Width at Street Line**		Width at Bldg. Line	Minimum Mean Depth
	Conventional	Cluster		
UR: all districts without public sewer and water	300'	70**	80'	100'
UR: with public sewer and water, and stormwater collection and detention facilities:				
• 3 units per acre	30'	30'	70'	80'
• 4 units per acre	30'	30'	60'	70'

*30' on a cul-de-sac only

**The "Width at Street Line" standards do not apply to lots being modified through boundary line adjustment (BLA), subject to [WCC 21.03.060\(2\)\(f\)](#).

Chapter 20.22 Urban Residential – Medium Density (URM) District

20.22.254 Minimum lot width and depth.

District	Width at Street Line*		Width at Bldg. Line	Minimum Mean Depth
	Conventional	Cluster		
URM: all districts without public sewer and water and transferable development rights (TDRs)	300'	70'	80'	0'
URM: with public sewer and water and transferable development rights (TDRs)	N/A	N/A	N/A	N/A

*The "Width at Street Line" standards do not apply to lots being modified through boundary line adjustment (BLA), subject to [WCC 21.03.060\(2\)\(f\)](#).

Chapter 20.64: Resort Commercial (RC) District

3. No policy change, just moving sections and cleaning up grammar.

For the Resort Commercial (RC) zoning district different setback requirements are listed in two different sections of Title 20, making it difficult to find them all. The proposed amendments would help rectify this by moving the exceptions of WCC 20.64.350 to 20.80.253(4), which contains other exceptions. Additionally, the setbacks are frustratingly difficult to interpret so the grammar is being cleaned up.

20.64.350 Building setbacks.

Building setbacks shall be administered pursuant to WCC 20.80.200 (Setback Requirements), except as provided in 20.80.253(4) and 20.64.550 (Buffer area) and ~~20.80.200 except as provided below.~~

~~.351 Commercial uses shall be allowed to reduce the front yard setback to 15 feet and the side yard setback to zero feet where the site and landscape plans promote pedestrian access to the building.~~

~~.352 Any single-family development, for internal lots, may use a side yard setback of zero feet where the lot line setback on the opposite side yard is 10 feet; however, side yard setbacks adjacent to parcels not being developed under this exception shall be those provided in WCC 20.80.200.~~

~~.353 An additional five feet shall be added to each side yard and rear yard for each 10 feet of building height, or fraction thereof, in excess of 15 feet.~~

Chapter 20.80: Supplementary Requirements

20.80.210 Minimum setbacks.

(5) Setbacks. ...

...

(b) Setbacks Table.

Zoning District	Setback (in feet) from:						
	Right-of-Way Classification					Other	
	I-5, State Highways, Urban Principal, and Urban Minor Arterials	Urban Collector Arterials and Rural Major Collectors	Minor Collectors	Local Access Streets	Minor Access Streets	Side Yard	Rear Yard
...							
Commercial Setbacks							
...							
Resort Commercial (RC)	30	30	25	25	20	5	5
Note: Depending on circumstances, some RC setbacks may differ pursuant to WCC 20.64.350 , 20.64.550, and 20.80.253(4).							
...							
Industrial Setbacks							
Gateway Industrial (GI)	25	25	25	25	25	10	10

~~Note: Depending on circumstances, some GI setbacks may differ pursuant to WCC 20.65.400.~~

...

20.80.253 Commercial districts.

...

(4) Resort Commercial District.

- (a) ~~Except for single-family residences, when a parcel situated within this district adjoins an Urban Residential, Urban Residential Medium Density, Residential Rural, or Rural district, the project shall also meet the requirements of WCC 20.64.550 (Buffer area). Setbacks for those parcels situated adjacent to Urban Residential, Residential Rural, and Rural Zone Districts shall be administered pursuant to WCC 20.64.550 (Buffer area).~~
- (b) ~~Side and rear yard Ssetbacks requirements~~ for multifamily housing, ~~including all condominiums except time share condominiums recreational vehicle parks,~~ and mobile home parks; shall be 20 feet ~~for side and rear yards.~~
- (c) For recreational vehicle parks, and resort-oriented hotels and motels, ~~front yard Ssetbacks including time share condominiums~~ shall be 45 feet ~~for front yard, and 20 feet for side and rear yards.~~
- (d) ~~Setback requirements f~~For non-resort oriented hotels and motels and non-habitation commercial development, ~~side yard setbacks~~ shall be zero feet ~~and for side-rear yard setbacks shall be and~~ 10 feet ~~for rear yards.~~
- (e) Commercial uses shall be allowed to reduce the front yard setback to 15 feet and the side yard setback to zero feet where the site and landscape plans promote pedestrian access to the building.
- (f) For internal lots in a single-family development, the sideyard setback may be reduced to zero feet when the lot line setback on the opposite side yard is 10 feet; however, sideyard setbacks adjacent to parcels not being developed under this exception shall be those provided in WCC 20.80.200 (Setback Requirements).
- (g) An additional five feet shall be added to each side and rear yard for each 10 feet of building height, or fraction thereof, in excess of 15 feet.

Chapter 20.64: Resort Commercial (RC) District

4. No policy change, just moving text.

This amendment would remove building size requirements from the Resort Commercial's "performance standards" section and place them in their own "maximum building size" section, making it easier for applicants to find as it is more similar to the code structure for other zoning districts.

20.64.700 Performance standards.

The following provisions shall apply to all uses within this district:

.701 There shall be no storage or handling of hazardous, explosive, highly flammable materials which would cause fire, explosion or safety hazards, except the storage and dispensing of gasoline in service stations.

.702 There shall be no production of noise at any property line of any use in this district in excess of the average intensity of street and traffic noise found in the district.

.703 There shall be no emission of dust, dirt, odors, smoke or toxic gases and fumes.

.704 There shall be no production of heat, glare or vibration perceptible from any property line of the premises upon which such heat, glare or vibration is being generated.

.705 There shall be no storage outdoors.

.706 There shall be no off-site release to soil or surface drainageways of water borne or liquid pollutants.

.707 Applicable health department permits must be secured before permit is issued.

~~**.708** Proposed development or redevelopment in Resort Commercial Zone Districts located within a rural community designation will be consistent with the character of the area in July 1, 1990, in terms of building size, scale, use, or intensity of existing uses, per WCC 20.80.100(1) except as provided in WCC 20.80.100(2).~~

~~**.709** In a rural business designation, the maximum allowable floor area is 7,000 square feet except as provided in WCC 20.80.100(3) and (4).~~

20.64.330 Maximum Building Size.

~~(1) In a Rural Community designation, the maximum allowable floor area for a building shall not exceed the floor area of the largest building of the same type and use that existed in that same rural community designation on July 1, 1990, per WCC 20.80.100(1) (LAMIRD Requirements) except as provided in WCC 20.80.100(2).~~

~~(2) In a Rural Business designation, the maximum allowable floor area for a new use is 7,000 square feet per building except as provided in WCC 20.80.100(3) and (4).~~

5. No policy change, just combining text.

Staff proposes to simplify the language of WCC 20.64.450 by combining the two subsections into one sentence.

20.64.450 Lot coverage.

~~**.451** Buildings or structures for single family dwelling and duplex uses shall not occupy more than 35 percent of a parcel.~~

~~**.452** Buildings or structures for multifamily dwellings including all condominiums except time share condominiums shall not occupy more than 35 percent of a parcel.~~

The lot coverage for any single-, two-, or multi-family residential use shall not exceed 35% of the parcel.

6. Though this is a policy change, it has no effect.

Staff proposes to repeal WCC 20.65, the Gateway Industrial zoning district. The City of Bellingham annexed the last GI zoning district properties on April 1, 2019. There are no other properties zoned GI in Whatcom County, nor do we foresee ever using it again given its purpose.

This would also necessitate the deletion of the establishment of the zone in WCC 20.04.060, the required setbacks in WCC 20.80.210 (deletion shown in Amendment #5), its mention in WCC 20.13.085 and 20.15.070, and of the landscaping requirements for the GI district in WCC 20.80.360.

~~Chapter 20.65 Gateway Industrial (GI) District~~

~~Sections:~~

- ~~20.65.010 Purpose.~~
- ~~20.65.050 Permitted uses.~~
- ~~20.65.100 Accessory uses.~~
- ~~20.65.150 Conditional uses.~~
- ~~20.65.200 Prohibited uses.~~
- ~~20.65.250 Minimum lot size.~~
- ~~20.65.255 Minimum lot frontage.~~
- ~~20.65.350 Building setbacks.~~
- ~~20.65.400 Height limitations.~~
- ~~20.65.450 Site design.~~
- ~~20.65.500 Open space.~~
- ~~20.65.550 Buffer area.~~
- ~~20.65.600 Sign regulations.~~
- ~~20.65.650 Development criteria.~~
- ~~20.65.651 Facility design.~~
- ~~20.65.652 Landscaping.~~
- ~~20.65.653 Off street parking and loading.~~
- ~~20.65.654 Sewer, water, and drainage.~~
- ~~20.65.655 Driveways.~~
- ~~20.65.656 Access.~~
- ~~20.65.657 Lighting.~~
- ~~20.65.658 Binding site plan.~~
- ~~20.65.659 Drainage.~~
- ~~20.65.700 Performance standards.~~

~~20.65.010 Purpose.~~

~~The purpose of the Gateway Industrial District is to supply sufficient areas arranged in a concentrated form for land use activities which promote Canadian-American business activity. In addition, the intent of this district is to encourage land uses and associated densities which will be complementary with light~~

~~impact industrial park standards while allowing reasonable transition uses of the properties. The district shall be located within urban growth areas and implemented consistent with the goals, objectives and policies of the Comprehensive Plan. The district should be located near major international transportation corridors in such a fashion as to provide safe and convenient access that would not impact adjacent nonindustrial activities. Further, the district should be in areas where adequate public services including but not limited to all-weather roads, public sewer and water and stormwater drainage are available. The district provides for uses that present a positive development image to business travelers and may provide for commercial uses that serve the traveling public; however, commercial activities may not be dependent upon attracting freeway motorists except in areas within one-quarter mile of a full freeway interchange.~~

~~20.65.050 Permitted uses.~~

~~The following permitted and accessory uses shall be allowed subject to an evaluation by the zoning administrator pursuant to the provisions of this chapter and Chapter 20.80 WCC. No permitted or conditional use shall be issued a building permit without provision of public sewer and water as defined in Chapter 20.97 WCC except as provided in WCC 20.65.058 and 20.65.654. Further, each permitted and accessory use shall be administered pursuant to the applicable provisions of the Whatcom County SEPA Ordinance, the Whatcom County Subdivision Ordinance and the Whatcom County Shoreline Management Program.~~

~~.051 General office buildings, business firm headquarters and professional offices.~~

~~.052 Custom brokerage houses, freight terminals, indoor warehousing and storage, parcel delivery service, freight forwarding, inspection weighing services, and indoor packaging and crating.~~

~~.053 Wholesale trade or sales of industrial equipment, including indoor storage of durable and nondurable goods, and outdoor storage of new or reconditioned equipment where such outdoor storage areas individually meet all of the design and development standards.~~

~~.054 Light impact industrial uses that are primarily related to services, distribution, manufacture and assembly of finished products, and are contained within buildings except as provided in WCC 20.65.103.~~

~~.055 The following uses within one-quarter mile of a freeway interchange; except, that where this boundary divides a single parcel up to 10 percent of the area of a parcel that lies outside of this boundary may be included within it for the purposes of lot coverage and open space provisions:~~

- ~~(1) Retail shops; provided, they do not exceed 10,000 square feet per shop in the Bellingham UGA. Retail shops in other Gateway Industrial areas shown on that map may not exceed 35,000 square feet per retail shop.~~
- ~~(2) Tourist information centers.~~
- ~~(3) Post offices.~~
- ~~(4) Repair garages, and towing services when based at a service station.~~
- ~~(5) Banks and/or bank machines.~~
- ~~(6) Hotels and motels.~~
- ~~(7) Indoor or outdoor commercial recreational facilities.~~

~~.056~~ The following uses; provided, that maximum allowable floor area of buildings on parcels located beyond one-quarter mile of a freeway interchange shall not exceed 6,000 square feet per individual use or an aggregate of 30,000 square feet within a single development:

- ~~(1) Barber and beauty shops.~~
- ~~(2) Bakery shops.~~
- ~~(3) Drug stores, hardware stores, food markets and other convenience retail shops.~~
- ~~(4) Adult care centers, mini-day care centers or day care centers.~~
- ~~(5) Recreational vehicle parks and associated sales and service facilities.~~
- ~~(6) Churches.~~
- ~~(7) Service stations.~~
- ~~(8) Laundry and dry cleaning establishments.~~
- ~~(9) Eating and drinking establishments.~~
- ~~(10) Commercial storage of personal recreational boats and trailers, recreational vehicles and accompanying mini storage.~~

~~.057~~ Agriculture, including commercial horticulture and tree farming, but excluding intensive animal husbandry, with or without public services as long as services meet the requirements of the fire code and the health department.

~~.058~~ Public uses which because of locational requirements are necessary in the Gateway Industrial District, excluding state education facilities and correction facilities.

~~.059~~ One residential unit for owner-manager or caretaker when part of a building in which the primary use is located.

~~.060~~ One existing single-family unit per lot.

~~.061~~ One one-story detached accessory storage building per lot; provided, that the floor area shall not exceed 200 square feet and shall only be used for personal storage and not for habitation or business; and provided further, that the storage building shall contain no indoor plumbing but may be served with electrical power for lighting.

~~.062~~ Public parks and recreation facilities included in an adopted city or county Comprehensive Plan or Park Plan.

~~.063~~ Trails, trailheads, restroom facilities and associated parking areas for no more than 30 vehicles.

~~.064~~ Activity centers.

~~.081~~ Freight railroad switching yards and terminals.

~~20.65.100 Accessory uses.~~

~~.101~~ Employee recreation facilities and play areas.

~~.102~~ Temporary buildings for construction purposes while a building permit is valid for the primary use for a period not to exceed two years or the duration of such construction, whichever is less.

~~.103~~ Screened outdoor storage not to exceed five percent of the gross indoor floor area except as provided for in WCC 20.65.053 for new or reconditioned industrial equipment. Outdoor storage may

~~exceed five percent where such storage is completely roofed with side screening preventing view from arterials or interstate highways, and meets the development and other standards of this district.~~

~~.104 Retail sales and repair of merchandise manufactured, assembled or stored on the site and consistent with the definition of accessory uses in Chapter 20.97 WCC (Definitions).~~

~~.105 Other accessory uses and buildings, including security and caretaker residences, customarily appurtenant to and necessary for a principally permitted use.~~

~~.106 On-site treatment and storage facilities for hazardous wastes associated with outright permitted uses or approved conditional uses subject to the most current siting criteria under Chapter 173-303 WAC.~~

~~.107 Mini-day care centers and day care centers operated by, maintained by or funded by business in the district for the purpose of serving the child care needs of employees whose place of employment lies within this zone district.~~

~~.108 Electric vehicle charging stations and battery exchange facilities.~~

~~20.65.150 Conditional uses.~~

~~.151 Trailheads with parking areas for more than 30 vehicles.~~

~~.152 Public or private parks that are not included in an adopted city or county Comprehensive Plan or Park Plan.~~

~~.153 Athletic fields.~~

~~.180 Major passenger intermodal terminals.~~

~~.185 Type I solid waste handling facilities.~~

~~.186 Mitigation banks as a form of compensatory mitigation for wetland and habitat conservation area impacts when permitted in accordance with the provisions of Chapter 16.16 WCC; provided, applications for mitigation banks shall be processed as a major development project pursuant to Chapter 20.88 WCC.~~

~~20.65.200 Prohibited uses.~~

~~All uses not listed as permitted, accessory, or conditional uses are prohibited, including but not limited to the following, which are listed here for purposes of clarity:~~

~~.201 Reserved.~~

~~.202 Adult businesses.~~

~~20.65.250 Minimum lot size.~~

~~.251 Hotels and motels shall have a minimum net parcel size of 20,000 square feet.~~

~~.252 Other uses shall have a minimum lot size consistent with the area required to meet the building setback, lot coverage and development standards of this district.~~

~~20.65.255 Minimum lot frontage.~~

~~For the purpose of dividing property, minimum lot frontage shall be sufficient to provide adequate access and utility development, and meet applicable building setback, buffer, open space and development standards of the district. In no case shall the frontage be less than 30 feet.~~

~~20.65.350 Building setbacks.~~

~~Building setbacks shall be administered pursuant to WCC 20.80.200 except that all buildings shall have a minimum setback from all street classifications including interstate highways of 25 feet and side and rear yard setbacks shall be at least 10 feet.~~

~~20.65.400 Height limitations.~~

~~Maximum building height shall not exceed 35 feet; except, that an additional foot in height is allowed for each one-foot increase in setback in the yard adjoining the interstate highway up to 45 feet in the Bellingham Urban Growth Area. Height of structures, where applicable, shall also conform to the general requirements of WCC 20.80.675.~~

~~20.65.450 Site design.~~

~~In the Bellingham UGA, individual sites shall be designed in a clustered or concentrated form of development instead of lining the road frontage.~~

~~20.65.500 Open space.~~

~~.501 All commercial uses permitted by WCC 20.65.055 above shall keep 20 percent of the site free of buildings, structures, hard surfacing, parking areas and impervious surfaces.~~

~~.502 All other uses shall keep 35 percent of the site free of buildings, structures, hard surfacing, parking areas and impervious surfaces.~~

~~20.65.550 Buffer area.~~

~~When a parcel situated within this district adjoins an Urban Residential Medium Density District, side and rear yard setbacks shall be increased to 25 feet. In the Bellingham UGA, buffer areas shall be increased to 100 feet for commercial or industrial projects which exceed 5,000 square feet of floor area in one building or complex or generate more than 50 vehicle trips per day. Said area shall be landscaped consistent with the requirements of WCC 20.80.345. Use of buffer areas and setbacks for bicycle and pedestrian trails is encouraged.~~

~~20.65.600 Sign regulations.~~

~~Sign regulations shall be administered pursuant to the provisions of this chapter and of WCC 20.80.400. The following signs are permitted within this district:~~

~~.601 No on-premises signs advertising noncommercial uses shall be oriented to the freeway except one per use that meets the following standards:~~

- ~~(1) Corporate or business names and/or registered trademarks that are not freestanding shall be integrated into the design of a building, and shall not exceed the following size:~~

Total area of building side on which sign is mounted	Maximum size of sign
800 sq. ft. or greater	15% of total area of side
between 360 and 800 sq. ft.	120 sq. ft.

less than 360 sq. ft.	64 sq. ft.
-----------------------	------------

~~(2) Or, a freestanding sign that is compatible in architectural design with the building and set in landscaped areas with a base treatment constructed of stone, masonry, or wood treated against water and insect damage that is at least two feet high, and at least one-half as wide as the sign face, and at least one-fourth as deep as the width of the sign face, and the sign shall not exceed 15 feet in height. The maximum size of the sign shall be 15 percent of the total area of the side of the building oriented towards the freeway or 250 square feet, whichever is less.~~

~~.602 No on-premises signs advertising commercial uses shall be oriented towards the freeway except on-site signs for commercial uses located within a one-fourth mile radius of a full freeway interchange.~~

~~.603 On-premises freestanding signs shall not exceed 30 feet in height nor 250 square feet in area on all faces, shall be set within landscaped areas, and shall not be located closer than 200 feet apart regardless of ownership or number of businesses.~~

~~.604 Wall mounted signs on walls facing away from the freeway are limited to one wall sign per business with a maximum size of 64 square feet. No roof-mounted signs are permitted.~~

~~.605 Lighted signs shall only be internally or indirectly illuminated.~~

~~.606 No off-premises advertising signs are allowed except as provided for in WCC 20.80.410, and as allowed by Chapter 47.42 RCW, the Washington Scenic Vistas Act. In addition, those signs along the interstate highway shall also meet the following requirements: maximum height of 20 feet; maximum size of 150 square feet; minimum separation between signs of 1,000 feet; and no more than two signs within any one mile of freeway frontage.~~

20.65.650 Development criteria.

20.65.651 Facility design.

- ~~(1) Each development shall screen roof-mounted mechanical equipment so as not to be visible from surrounding uses or roads.~~
- ~~(2) The site plan, building design, and landscape plan shall enhance the attractiveness and efficiency of the Gateway Industrial environment, within itself and in relation to other existing or proposed development through implementation of the following standards:

 - ~~(a) The building masses, open spaces around them, landscaping, and signage are integrated so as to enhance the attractiveness of the project to the international traffic corridors.~~
 - ~~(b) Portals, service loading areas, automobile access points, exterior public activity locations, parking areas and similar features are located in a manner that maximizes the efficient use of these facilities without decreasing its attractiveness from local transportation corridors.~~
 - ~~(c) Individual developments are designed to accommodate additional development on adjacent property in an integrated manner.~~~~

20.65.652 Landscaping.

~~Refer to WCC 20.80.300 for landscaping requirements.~~

~~20.65.653 Off-street parking and loading.~~

~~Off-street parking and loading shall be administered pursuant to WCC 20.80.500, except that no gravel surfaces are permitted.~~

~~20.65.654 Sewer, water, and drainage.~~

~~Stormwater detention and retention shall be consistent with best management practices and shall be sufficient to prevent post-development runoff exceeding pre-development runoff. Drainage plans shall be reviewed and approved by the county engineer, pursuant to WCC 20.80.630. Public water and sewer service shall be provided by water districts, sewer districts, and/or municipalities before any development occurs with the following exceptions:~~

- ~~(1) Agriculture as specified in WCC 20.65.058 without public water and public sewer service; and~~
- ~~(2) In the Birch Bay-Blaine Subarea, all development that files a no-protest agreement to participate in a local improvement district to provide sewer and water services from Birch Bay Water and Sewer District or other public purveyor whenever the first one of the following occurs:~~
 - ~~(a) Total acreage of developed land reaches 67 acres; or~~
 - ~~(b) Application for a building permit is made for development that would necessitate either public water or public sewer service according to the Whatcom County health department or Whatcom County fire flow standards; or~~
 - ~~(c) The zone district is amended to Gateway Industrial for the area zoned Rural 10A located between Portal Way and Interstate 5 north of the existing district.~~

~~All development activity within Whatcom County shall be subject to the stormwater management provisions of the Whatcom County Development Standards unless specifically exempted.~~

~~No project permit shall be issued prior to meeting submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Development Standards.~~

~~20.65.655 Driveways.~~

~~Consistent with WCC 20.80.640, driveway plans shall be reviewed and approved by the county engineer or, where applicable, the State Department of Transportation.~~

~~20.65.656 Access.~~

~~Access shall conform to the provisions of WCC 20.80.565 and 20.80.660. Any changes or improvements necessary for county roads to maintain the current level of service and prevent any increase in the accident rate will be provided for by the development as determined by the Whatcom County engineer.~~

~~20.65.657 Lighting.~~

~~Lighting shall be designed to avoid excessive glare onto neighboring properties, and to not create safety hazards or unreasonable interference with adjacent uses.~~

~~20.65.658 Binding site plan.~~

~~Should the commercial or industrial use be developed as part of a binding site plan, it shall be administered pursuant to Title 21 of the Whatcom County Code (Subdivision Regulations) and additional requirements as applicable. The applicant shall demonstrate that the proposed development:~~

- ~~(1) Will be harmonious and in accordance with the general and specific objectives of Whatcom County's Comprehensive Plan and zoning regulations;~~

- ~~(2) Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and specifically that it is harmonious with the intent of all sign and development standards of this district;~~
- ~~(3) Will not be hazardous or disturbing to existing or future neighboring uses;~~
- ~~(4) Will not result in the destruction, loss or damage of any natural, scenic or historic feature of major importance; and~~
- ~~(5) Will meet all development, performance, and other standards of this district.~~

20.65.659 Drainage.

~~All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.~~

20.65.700 Performance standards.

~~The following provisions shall apply to all uses within this district:~~

~~.701 The proposed use shall not be hazardous or disturbing to existing or future development within the district.~~

~~.702 There shall be no production of noise at any property line of any use in this district in excess of the average intensity of street and traffic noise found in the district.~~

~~.703 There shall be no emission of significant quantities of dust, dirt, odors, smoke, or toxic gases and fumes.~~

~~.704 There shall be no production of heat, glare or vibration perceptible from any property line of the premises upon which such heat, glare or vibration is being generated.~~

~~.705 There shall be no off-site release to soil or surface drainage ways of water borne or liquid pollutants.~~

Chapter 20.04 General Provisions

20.04.060 Establishment of districts.

For the purpose of furthering the goals and policies of the Comprehensive Plan and to carry out the provisions of this title, Whatcom County is hereby divided into the following districts:

Chapter	Abbreviation	District
...		
20.65	GI	Gateway Industrial
...		

Chapter 20.13 Wireless Communication Facilities

20.13.085 Siting priorities.

...

(2) For the purpose of this chapter:

...

(b) Nonresidential related districts include:

...

- (ii) Industrial districts including Heavy Impact Industrial (HII), Light Impact Industrial (LII), ~~Gateway Industrial (GI)~~, Rural Industrial and Manufacturing (RIM), General Manufacturing (GM), Airport Operations (AO) and the Cherry Point Industrial District (CP-ID); and

...

Chapter 20.15 Commercial Mushroom Substrate Production Facilities

20.15.070 Buffer and setback requirements.

(1) The commercial substrate production facility's active area shall meet the following minimum buffer requirements:

- (a) Two thousand six hundred forty feet from the following zoning districts: Urban Residential, Rural Residential, Residential-Island, Rural, Commercial, ~~Gateway Industrial~~, Light Impact Industrial, Point Roberts Special District, and Point Roberts Transitional Zoning.

...

Chapter 20.80 Supplementary Requirements

20.80.360 Special requirements for individual zone districts.

References to front yard landscaping in subsections (1) through ~~(65)~~ of this section shall be based on the property line except where the County Engineer determines the road is developed at its ultimate width, then the back of the sidewalk can be used.

- (1) Urban Residential Medium Density (URM), Neighborhood Commercial (NC), Resort Commercial (RC), and for nonresidential uses in the Residential and Rural Districts: 15 feet within the front yard setback and situated adjacent to the road shall be landscaped with vegetative material, except for driveways, walkways and signs. The remainder of the front yard setback may be used for parking.
- (2) Tourist Commercial (TC), Rural General Commercial (RGC) and General Commercial (GC): 10 feet within the front yard setback and situated adjacent to the road shall be landscaped with vegetative material, except for driveways, walkways and signs. The remainder of the front yard setback may be used for parking.

~~(3) Gateway Industrial (GI):~~

~~(a) Fifteen feet within the setback from Portal Way and situated adjacent to the road shall be landscaped with vegetative material, except for driveways, walkways and signs. The remainder of the front yard setback may be used for parking.~~

~~(b) Twenty-five feet within the setback from Interstate 5 and situated adjacent to the road shall be landscaped with vegetative material, except for driveways, walkways and signs. The remainder of the front yard setback may be used for parking.~~

- ~~(4)~~(3) Rural Industrial and Manufacturing (RIM), Light Impact Industrial (LII) and Airport Operations (AO): 15 feet within the front yard setback and situated adjacent to the road shall be landscaped with vegetative material, except for driveways, walkways and signs. The remainder

of the front yard setback may be used for parking. When the Light Impact Industrial Zone fronts a minor or local access street the requirements for the General Manufacturing Zone may be used.

(5)(4) General Manufacturing (GM): Five feet within the front yard setback and situated adjacent to the road shall be landscaped with vegetative material, except for driveways, walkways and signs. The remainder of the front yard setback may be used for parking. Subject to approval of the county, street trees may be placed in the right-of-way and the five-foot landscaping strip provided contiguous to the building with the front yard setback used for circulation of trucks and heavy equipment. In this situation to provide visual relief open space should be primarily concentrated in the side yards unless natural habitat in the rear such as wetlands or streams is present which should take precedence.

(6)(5) Heavy Impact Industrial (HII): For heavy industrial uses refer to the buffering requirements in WCC 20.68.550. For all other uses the front yard landscaping shall be 15 feet, similar to the requirement for the Light Impact Industrial Zone.

Chapter 20.80 Supplementary Requirements

7. This is a policy change, though only rectifying an oversight.

Over a decade ago, Whatcom County was challenged before the Growth Management Hearings Board over the Rural Element of our Comprehensive Plan. In part, the appellants challenged our regulations for Limited Areas of More Intensive Rural Development (LAMIRDs). One of the results of that challenge was that the County had to adopt regulations that only allow uses, of a maximum size of the largest of each existing use, in existence in 1990 when the Growth Management Act (GMA) was first adopted. The County performed an inventory of uses and building sizes, which became the basis for the table found in WCC 20.80.100. Though the zone may allow a certain use in other areas of the County similarly zoned, if the use is not listed in that table for a particular LAMIRD, then it is not allowed in that LAMIRD.

Planning and Development Services recently received an inquiry about a potential permit application in the Glacier LAMIRD from someone who wishes to build a storage building as part of their proposal. As no storage buildings were found in the Glacier LAMIRD when constructing the regulations, the table in WCC 20.80.100 shows no such use, meaning it would not now be allowed. However, after further research, staff found that there actually is a storage building in the Glacier LAMIRD constructed in 1981 that was not accounted for when setting the regulations. This has occurred a couple of other times in other LAMIRDs, and the County has been able to update the regulations to account for those uses or building sizes not previously inventoried.

Thus, staff is proposing to amend the table in WCC 20.80.100, adding storage/warehouse as an allowed use in Glacier, and setting the maximum floor area to that of the existing storage building (3,584 sq. ft.), as shown below. If approved, the amendment would allow storage/warehouse uses in the Glacier LAMIRD where the underlying zoning district allows storage (e.g., the Small Town Commercial zone) up to the maximum square footage proposed.

20.80.100 LAMIRD requirements.

- (1) Building Size in Rural Communities. Within areas designated in the Comprehensive Plan as rural community, which are limited areas of more intensive development as described in RCW [36.70A.070](#)(5)(d)(i), permitted maximum building sizes shall be in accordance with building sizes that existed in each area on July 1, 1990, as shown in the following table.

Maximum floor area per building, in square feet
(Maximum combined floor area for all buildings, in square feet)

	Retail/Office/Restaurant/ Lodging	Storage/ Warehouse	Auto/ Equipment Repair	Public/ Community	Manufacturing/ Fabrication
Acme	2,734 (2,734)		2,070 (2,070)	17,784 (21,896)	
Axton & Guide Meridian	4,800 (4,800)		2,160 (2,160)		
Birch Bay- Lynden & V.V.	2,784 (3,684)				

	Retail/Office/Restaurant/ Lodging	Storage/ Warehouse	Auto/ Equipment Repair	Public/ Community	Manufacturing/ Fabrication
Cain Lake	2,060 (2,060)			2,473 (4,825)	
Custer	3,968 (3,968)		3,300 (3,300)	46,451 (46,451)	
Deming	11,790 (18,757)	2,400 (2,400)	1,392 (1,392)	30,099 (79,512)	
Diablo	513 (513)			10,872 (10,872)	
Glacier	3,500 (7,888)	<u>3,584</u> <u>(3,584)</u>		3,150 (3,150)	
Hinotes Corner	6,636 (9,036)		1,500 (1,500)	19,856 (19,856)	
Kendall	7,000 (7,000)			3,340 (3,340)	
Laurel	10,700 (11,000)		10,260 (10,260)	21,950 (63,360)	17,670 (23,590)
Lummi Peninsula		7,800 (18,540)			7,280 (7,280)
Maple Falls	8,020 (8,020)	4,620 (4,620)		8,822 (10,082)	
Newhalem	3,218 (3,218)			4,810 (12,981)	16,284 (28,924)
Nugents Corner	18,221 (19,499)			3,240 (3,240)	
Point Roberts	34,704 (34,704)	3,286 (3,286)	6,732 (6,732)	11,246 (11,246)	
Pole & Guide Meridian	6,400 (6,400)		4,548 (5,556)	4,000 (4,000)	
Sandy Point				1,428 (1,428)	
Smith & Guide Meridian	5,866 (7,068)	5,900 (5,900)	9,600 (17,100)		22,042 (22,042)
Sudden Valley	6,348 (10,320)			30,140 (44,945)	
Van Wyck	3,480 (3,480)	1,904 (1,904)			
Wiser Lake	24,690 (24,690)	11,222 (12,374)		2,130 (2,130)	6,368 (6,368)

8. No policy change.

There remain three references to the Guide Meridian Improvement Plan in the code. However, that plan was repealed by Ordinance 2016-035 and references to it should be deleted.

Two such deletions (WCC 20.80.210 & 12.08.04) are shown below. The third is shown under Issue #23 as there are other amendments proposed to that section as well.

20.80.210 Minimum setbacks.

...

- (3) ~~Repealed. Properties which are generally located on the Guide Meridian between Horton and Kellogg Roads, and specifically identified in the Guide Meridian Improvement Plan, shall be subject to the provisions of said plan. The provisions of said plan shall supersede this chapter where there is inconsistency.~~

...

TITLE 12 ROADS AND BRIDGES

Chapter 12.08 Construction Standards

12.08.040 Amendment by Ordinance 85-35.

~~Notwithstanding any other term or provision of the ordinance codified in this section, t~~This chapter shall not apply to any "forest practice," as defined in the Forest Practice Act of 1974 (RCW Chapter 76.09), except to the extent that such regulation is expressly permitted by said act, as now or hereinafter amended. (See RCW 76.09.240.) These standards shall be superseded by the specific standards of an official control that has been adopted by Whatcom County, ~~such as the Guide Meridian Improvement Plan Controls.~~

9. This is a minor policy change.

In WCC 20.80.630, the Modified Thresholds for Stormwater Management Table indicates that Source Control is not required. Source control is basically using Best Management Practices (BMPs) to reduce pollution from non-point sources, e.g., covering garbage, installing gutters and downspouts to disperse stormwater, managing other pollutants, etc. In reviewing the staff reports and notes from when we adopted this table, we could not find a reason for not requiring it, other than having copied it from Skagit County's table, which we used as a template. Staff would like to rectify this by amending the table as shown below.

Chapter 20.80 Supplementary Requirements

20.80.630 Stormwater and drainage.

- (1) Unless exempted in WCC 20.80.631 (Stormwater and Drainage, Exemptions), all development activity on lands within Whatcom County shall be subject to stormwater management requirements as follows:

- (a) NPDES Phase II Permit Area. Except in the Lake Whatcom Watershed Overlay District, development activity inside the NPDES Phase II permit area shall comply with:
 - (i) The 2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington (Stormwater Manual), as amended;
 - (ii) Appendix 1, Minimum Technical Requirements, of the Western Washington Phase II Municipal Stormwater Permit; and
 - (iii) Appendix 7, “Determining Construction Site Damage Transport Potential,” of the Western Washington Phase II Municipal Stormwater Permit.
- (b) Lake Whatcom Watershed Overlay District. All development activity inside the Lake Whatcom Watershed Overlay District shall comply with Chapter 20.51 WCC, Lake Whatcom Watershed Overlay District, which satisfies all 2013 Western Washington Municipal Stormwater Permit development and redevelopment requirements.
- (c) Stormwater Special Districts. Except for areas within or that overlap with the NPDES Phase II permit area (see subsection (1)(a) of this section), development activity inside stormwater special districts (as defined by WCC 20.80.635) shall comply with the Stormwater Manual, using the following modified minimum requirements in the table below, and using the Stormwater Manual’s definitions of terms for “stormwater site plan,” “impervious surface,” “hard surface,” “land disturbing activity,” “project,” “site,” and “replaced hard surface”:

Within Special Stormwater Districts – Modified Thresholds for Stormwater Management Table

Minimum Requirement (MR) ¹	When Required
MR1 Stormwater Site Plan	> 500 sq. ft. of new impervious surface, or Renovation projects where the estimated cost exceeds 50% of the assessed value
MR2 Construction SWPPP	Always required
MR3 Source Control	Not required <u>Per manual</u>
MR4 Preserve Natural Drainage	> 500 sq. ft. of new impervious surface, or Renovation projects where the estimated cost exceeds 50% of the assessed value
MR5 On-Site Stormwater Management	<ul style="list-style-type: none"> Property ≥ 2 acres meeting MR1, provide dispersion Property < 2 acres meeting MR1 where soils are suitable for infiltration, provide infiltration Property < 2 acres meeting MR1 where soils are not suitable for infiltration and project does not increase the 24-hour, 100-year peak flow rate by ≥ 0.1cfs; provide dispersion
MR6 Treatment	Always required
MR7 Flow Control	Property < 2 acres meeting MR1 where project increases the 24-hour, 100-year peak flow rate by ≥ 0.1 cfs; provide detention
MR8 Wetlands Protection	> 500 sq. ft. of new impervious surface, or Renovation projects where the estimated cost exceeds 50% of the assessed value
MR9 O&M	Required only if stormwater facility installed

...

Chapter 20.24 Urban Residential Mixed (UR-MX) District

10. No policy change per se, but would make a previous policy change applicable in the UR-MX district. Similar to those tables for the UR & URM districts a footnote should be added to WCC 20.24.252 where “conventional minimum lot size” indications “N/A.” Otherwise when reviewing Lot of Record/Lot Consolidation requests, no applicant can meet WCC 20.83.070(2) “One or more of the lots in question does not meet the conventional minimum lot size of the applicable zone district.”

20.24.252 Density and minimum lot size.

District	Gross Density	Minimum Lot Size		Maximum Lot Size	Minimum Reserve Area (Cluster Divisions)
		Conventional	Cluster	Clustered Lots	
UR-MX: all densities without public sewer and water	<ul style="list-style-type: none"> Maximum density: 1 dwelling unit/10 acres 	N/A*	4,000 sq. ft.	22,000 sq. ft.	80%

District	Gross Density	Minimum Lot Size		Maximum Lot Size	Minimum Reserve Area (Cluster Divisions)
		Conventional	Cluster	Clustered Lots	
UR-MX: all densities with public sewer or water	<ul style="list-style-type: none"> Maximum density: 1 dwelling unit/10 acres 	N/A*	4,000 sq. ft.	22,000 sq. ft.	80%
UR-MX: with public sewer and water, and stormwater collection and detention facilities	<ul style="list-style-type: none"> Maximum gross density: 10 dwelling units/1 acre Minimum net density: 6 dwelling units/1 acre 	4,000 sq. ft.	N/A	N/A	N/A
UR-MX (6 – 10): with public sewer and water, and stormwater collection and detention facilities	<ul style="list-style-type: none"> Maximum gross density: 10 dwelling units/1 acre Minimum net density: 6 units/1 acre 	4,000 sq. ft.	N/A	N/A	N/A
UR-MX (6 – 12): with public sewer and water, and stormwater collection and detention facilities	<ul style="list-style-type: none"> Maximum gross density: 12 dwelling units/1 acre Minimum net density: 6 units/1 acre 	N/A	N/A	N/A	N/A
UR-MX (10 – 24): with public sewer and water, and stormwater collection and detention facilities	<ul style="list-style-type: none"> Maximum gross density: 24 dwelling units/1 acre Minimum net density: 10 units/1 acre 	N/A	N/A	N/A	N/A

* For the purpose of administering the lot consolidation provisions of WCC 20.83.070, the conventional minimum lot size shall be 10 acres

(1) Minimum density shall be calculated as net density, after deducting the areas restricted from development by critical areas regulations and infrastructure requirements.

(2) For development with densities over a zone's minimum net density, transferable development rights (TDRs) from the Lake Whatcom watershed sending area must be used, pursuant to the provisions of Chapter 20.89 WCC, Density Transfer Procedure. Each development right transferred from the Lake Whatcom watershed may be used to develop three dwelling units in the UGA. TDRs must be used to attain any density greater than the minimum net density of a zone.

11. Policy change.

WCC 20.83.110 contains a prohibition on making nonconforming lots more nonconforming through a Boundary Line Adjustment (BLA). However, this has led to instances of highly irregular lot lines, or the inability to preclude the need to impact critical areas (e.g., the need to cross a wetland in order to access the only suitable building site).

While in general making lots more nonconforming should be avoided, there are instances where it makes sense, provided that no lot becomes smaller than the smallest nonconforming lot, no lot becomes nonconforming as to lot area and/or width requirements, and no density is gained. Additionally, in the Ag District, that no lot is reduced below 10 acres (which is what one could achieve through an ag subdivision).

Please note that this amendment satisfies the intent of Council's docket item PLN2014-00001, which reads:

"Amend Section 20.83.110 of the Whatcom County Zoning Ordinance relating to boundary line adjustments. The amendment would allow boundary line adjustments to nonconforming parcels to resolve encroachments such as fences, trees and other occupational indicators. The amendment would also allow boundary line adjustments that modify the boundaries between two nonconforming parcels based upon land owner preferences, as long as the smallest parcel is not decreased in size."

Chapter 20.83 Nonconforming Uses and Parcels

20.83.110 Reduction of area.

~~(1) The administrator-Director~~ shall not cause or increase the nonconformity of lots that are substandard as to lot area and/or lot width requirements through boundary line adjustments; provided, however, that:

~~(1) The administrator-Director~~ or Hearing Examiner may approve boundary line adjustments required to satisfy an unidentified or disputed property line or to identify the same in accordance with RCW 58.04.007.

(2) Boundary line adjustments wherein lots become more nonconforming as to lot area and/or lot width requirements may be approved if all the following are met:

(a) No lot becomes smaller than the smallest nonconforming lot;

(b) No conforming lot becomes nonconforming as to lot area and/or width requirements; and,

(c) The boundary line adjustment does not result in an increase in overall density for the cumulative acreage.

(d) In the Agriculture District, no lot is reduced below 10 acres, except for (2) In addition, boundary line adjustments in the Agricultural Zone in conformance with WCC 20.40 (Agriculture District).253 and 20.40.254 shall be allowed.

12. No policy change, just a clarification.

Buildings in LAMRIDS are subject to maximum building sizes and it is unclear whether decks are to be included, or not, within the allowable floor area. This amendment would exclude decks from the definition of floor area.

Chapter 20.97: DEFINITIONS

20.97.145 Floor area.

“Floor area” means the area included within the surrounding exterior walls of a building or portion thereof, exclusive of vent shafts, decks, and courts. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above.

TITLE 21 LAND DIVISION REGULATIONS

13. Not a policy change, just closing a loophole.

WCC 21.01.040(2)(b) allows an exempt subdivision with a minimum lot size of 20 acres, mirroring the state provision for exempt subdivisions. However, the Agriculture and Commercial Forestry zones have a minimum lot size of 40 acres. One could argue that this provision, then, would allow someone to create parcels of 20 acres in these zones, contrary to our minimum lot size for that zone. Staff proposes to fix this by including the below shown amendment (subsection (2)(b)).

14. Minor policy change.

WCC 20.40.255 requires that all parcels in contiguous ownership be consolidated for the purposes of the subdivision, short subdivision, or boundary line adjustment (BLA).

20.40.250 Division or modification of parcels.

.255 Consolidation of Adjacent Tracts.

Consolidation of adjacent tracts in the same ownership shall be required in accordance with WCC 20.83.070 in approval of any subdivision, short subdivision, or boundary line adjustment in the Agricultural District. The County may waive the permit fee for a boundary line adjustment where adjacent lots of record are not in the same ownership and are consolidated voluntarily for purposes of the boundary line adjustment.

In general, requiring lot consolidation is a good practice, as it prevents someone from doing multiple short plats in lieu of a subdivision, which gets them out of installing some infrastructure (roads, drainage, sewer, etc.) otherwise necessary for the number of lots being created. Yet, in some instances, primarily in the Ag zone where there are larger lots (40+ acres), someone who has undergone an exempt land division per WCC 21.01.040(2)(i) (which is one of the few ways allowed under state law to subdivide without having to comply with the subdivision rules) has to reconsolidate those lots if they want to do a simple BLA. We think this is not the intent of the exempt subdivision rules. In these cases, staff has resorted to advising the applicant to transfer their adjacent parcels into different ownership (e.g., another family member). Thus, we propose the following amendments to subsection (4), which would exempt lots created by exempt subdivision from this required consolidation. It would have no effect on smaller lots, as only 40+acre lots can be created in this fashion.

Chapter 21.01 General Provisions

WCC 21.01.040 Applicability and exemptions.

...

(2) The subdivision and short subdivision provisions of this title shall not apply to:

...

- (b) Divisions of land into lots or tracts none of which are smaller than 20 acres or 1/32 of a section of land, or 40 acres or 1/16 of a section of land in the Agriculture or Commercial Forestry districts, and not containing a dedication; provided, that a certificate of exempt land division is obtained from Whatcom County in accordance with this title;

...

(4) The following rules shall govern questions of precise applicability of these regulations to land divisions:

- (a) **Contiguous Parcels.** All contiguous parcels of land in the same ownership, if consolidated in accordance with WCC 20.83.070 (Lot Consolidation), shall be included within the boundaries of any proposed long or short subdivision of any of the properties. For the purpose of this section, the lots so situated shall be considered as one parcel; provided, that any of the contiguous parcels that are within a recorded long or short plat that was filed with the county auditor at least five years prior to the new land division, or lots created by exemption pursuant to WCC Title 21, shall not be required to be included if the lot or lots are in conformance with the applicable zoning standards.
- (b) **Pre-1972 Parcels.** Parcels of land legally divided prior to the effective date of the ordinance codified in this title (as originally adopted February 3, 1972) shall be considered in accordance with land division laws and resolutions applicable at the time of plat recording per RCW [58.17.170](#) or other division.

15. Minor policy change.

In processing boundary line adjustments, the County needs to ensure that the final lots have sufficient area to build a house (the most common economic use of property). However, for some reason there is language that exempts BLAs in the Agriculture zone from this requirement, even though the lots could be sold to someone wanting to build a home. Staff proposes to strike that language so that one can't adjust a lot such that it doesn't have enough room to build on.

Chapter 21.03 Exempt Land Divisions and Boundary Line Adjustments

21.03.060 Boundary line adjustments.

(1) Decision Criteria. In reviewing a proposed boundary line adjustment, the subdivision administrator or hearing examiner shall use the following criteria for approval:

...

- (b) ~~With the exception of those boundary line adjustments located within the agricultural zone,~~
~~†~~The boundary line adjustment shall result in lots which contain sufficient area and dimensions

to meet minimum requirements for width and area for a building site pursuant to this title, except as provided in WCC 20.40 (Agricultural District).

Title 22 LAND USE AND DEVELOPMENT PROCEDURES

16. No policy change, just clarification.

Open record hearings are required both for Type III and IV applications and for appeals of Type I and Type II applications. While table 22.05.020 indicates this, the text for WCC 22.05.090 does not. Staff proposes to rectify this and make it clear with the following amendment.

Chapter 22.05 Project Permit Procedures

22.05.090 Open record hearings.

As shown in WCC 22.05.020 (Project Permit Processing Table), Type III and Type IV applications and appeals of Type I and Type II applications require an open record public hearing. These hearings are subject to the following:

...

In the following sections several concepts are being proposed:

17. No policy change; just moving a chapter from one Title to another and renaming the title.

Staff proposes to move the remainder of Chapter 20.84, which has to do with the processing of variances, conditional use permits, and administrative approval uses to Title 22 (Land Use and Development), Chapter 22.05 (Project Permit Procedures), as all processing mechanisms and criteria should now be in that Title. Chapter 20.84 would then be deleted in its entirety. This change is indicated by the renumbering of the sections below. Note that this amendment will necessitate staff working with Code Publishing to correct and update many cross-references made ineffective by this amendment.

18. No policy change; just language cleanup.

We also proposed to amend the table and subsequent sections to replace “Administrator” with “Director.” Throughout the code, various historic titles are used for the chief administrator of Planning and Development Services (director, administrator, zoning administrator, zoning official, etc.). Staff proposes to use “Director” throughout, and will continue to make these changes as we progress through future zoning amendments. In WCC 20.97, “Director” is defined to include his/her designees. While the Director does not personally issue every permit, they are issued in his/her name.

19. PROPOSED AMENDMENT WITHDRAWN after the Planning Commission hearing and recommendation.

Staff had proposed, and the Planning Commission concurred, to delete the Type II (administrative) shoreline conditional use permit from WCC 22.05.020, the Project Permit Processing Table, as we currently don’t have such a permit. However, through the Shoreline Management Program update staff will be proposing to create such a mechanism, so we would like to leave it for now.

20. Policy change to comply with state statutes.

WCC 20.84.110 grants the Hearing Examiner the authority to grant variances from *all* provisions of Title 20 (Zoning Code). However, under state law variances can only be granted from dimensional standards,

not uses, processes, etc. Thus, staff proposes that the code be more specific as to what variances can be granted for (i.e., the dimensional standards).

21. No policy change; just cleaning up a bad reference.

WCC 20.84.110 also grants the Hearing Examiner authority to grant variances from all provisions of Title 22, which used to contain the Guide Meridian Improvement Plan but was repealed in 2019 (see Issue #10, above). Title 22 now contains permit procedures. As variances cannot be granted from processes, staff proposes deleting the reference to Title 22.

22. Policy change.

The Director also proposes to create a new administrative variance permit type. Planning and Development Services receives numerous variance requests for minor issues unlikely to have impacts on surrounding properties or people, in particular minor reductions to front yard setbacks or parking stall requirements so as to accommodate houses on challenging lots. The proposed amendments to WCC 20.84.100 (which would become 22.05.024 under Amendment # 19) and WCC 22.05.020 would create a new “minor variance” permit to be processed as a Type II Application. As such, public notice would still be provided wherein neighbors could comment and raise issues or objections, but there would be no public hearing: The decision would be made by the Director, not the Hearing Examiner. This would cut down on the time and costs to applicants for variances for which Planning and Development Services typically doesn’t receive much public involvement.

Chapter 20.84 Variances, Conditional Uses and Administrative Approval Uses and Appeals*Repealed in its entirety, with the regulations being moved to Chapter 22.05.***Chapter 22.05 Project Permit Procedures****22.05.020 Project Permit Processing Table.**

...

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By (see 22.05.090)	County Decision Maker (see 2.11.210, 22.05.120)	Appeal Body (see 2.11.210, 22.05.160, 23.60.150 ⁽⁴⁾)
Type I Applications (Administrative Decision with No Public Notice or Hearing)									
Boundary Line Adjustment	21.03		✓					Director Administrator	Hearing Examiner
Building Permit	15.04	✓ ⁽¹⁾	✓					Director Administrator	Hearing Examiner ⁽¹⁾
Natural Resource Assessment	Title 16		✓					Director Administrator	Hearing Examiner
Commercial Site Plan Review			✓					Director Administrator	Hearing Examiner
Exempt Land Division	21.03		✓					Director Administrator	Hearing Examiner
Floodplain Development Permit	Title 17							Director Administrator	Hearing Examiner
Land Disturbance Permit	15.04 and 20.80		✓					Director Administrator	Hearing Examiner

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By (see 22.05.090)	County Decision Maker (see 2.11.210, 22.05.160, 23.60.150 ^(h))	Appeal Body (see 2.11.210, 22.05.160, 23.60.150 ^(h))
Lot of Record/Lot Consolidation	<u>20.83</u> and <u>20.97.220</u>		✓					Director Administrator	Hearing Examiner
Nonconforming Use	<u>20.83</u>		✓					Director Administrator	Hearing Examiner
Removal of Development Moratorium	<u>20.80.738(3)</u>								
Shoreline Exemption	<u>23.60</u>	✓ ^(a)	✓					Director Administrator	Hearing Examiner
Zoning Interpretation	<u>22.20</u>							Director Administrator	Hearing Examiner
Type II Applications (Administrative Decision with Public Notice; No Public Hearing)									
Administrative Use	<u>20.84.235</u>	✓	✓	✓	✓			Director Administrator	Hearing Examiner
Lot Consolidation Relief	<u>20.83.070</u>		✓	✓	✓			Director Administrator	Hearing Examiner
Reasonable Use (b)	<u>16.16</u>	✓	✓	✓	✓			Director Administrator	Hearing Examiner
Shoreline Substantial ^(c)	<u>23.60</u>	✓ ^(a)	✓	✓	✓			Director Administrator after (d)	Shorelines Hearings Board ^(h)
Shoreline Conditional Use ^(c)	<u>23.60</u>	✓ ^(a)	✓	✓	✓			Director Administrator after (d)	Hearing Examiner
<u>Zoning or Critical Areas Variance, Minor</u>	<u>22.05.024</u>	✓	✓					<u>Director</u>	<u>Hearing Examiner</u>

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By (see 22.05.090)	County Decision Maker (see 2.11.210, 22.05.160, 23.60.150 ^(h))	Appeal Body (see 2.11.210, 22.05.160, 23.60.150 ^(h))
Short Subdivision	<u>21.04</u>	✓	✓	✓	✓			Director Administrator	Hearing Examiner
Type III Applications (Hearing Examiner Decision with Public Notice and Public Hearing)									
Conditional Use	<u>20.84.200</u>	✓	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner	Superior Court
Floodplain Development Variance	Title <u>17</u>		✓	✓	✓	✓	Hearing Examiner	Hearing Examiner	Superior Court
Long Subdivision	<u>21.05</u>	✓	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner ^(g)	Superior Court
Binding Site Plan	<u>21.07</u>	✓	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner ^(g)	Superior Court
Reasonable Use ^(e)	<u>16.16</u>	✓	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner	Superior Court
Removal of Development Moratorium	<u>20.80.738(2)</u>		✓	✓	✓	✓	Hearing Examiner	Hearing Examiner	Superior Court
Shoreline Conditional Use	<u>23.60</u>	✓ ^(a)	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner ^(d)	Shorelines Hearings Board ^(h)
Shoreline Substantial	<u>23.60</u>	✓ ^(a)	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner ^(d)	Shorelines Hearings Board ^(h)
Shoreline Variance	<u>23.60</u>	✓ ^(a)	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner ^(d)	Shorelines Hearings Board ^(h)
Zoning or Critical Areas Ordinance Variance, <u>Major</u>	<u>22.05.024</u> 20.84.100 or <u>16.16.2730</u>	✓	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner	Superior Court

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By (see 22.05.090)	County Decision Maker (see 2.11.210, 22.05.120)	Appeal Body (see 2.11.210, 22.05.160, 23.60.150 ⁽⁴⁾)
Type IV Applications (County Council Decision with Public Notice and Public Hearing)									
Development Agreement	2.11.205	✓	✓	✓	✓	✓	Hearing Examiner	County Council	Superior Court
Major Project Permit	20.88	✓	✓	✓	✓	✓	Hearing Examiner	County Council	Superior Court
Planned Unit Development	20.85	✓	✓	✓	✓	✓	Hearing Examiner	County Council	Superior Court

...

20.84.10022.05.024 Variances.

- (1) Variances from the terms of Title 20 (Zoning) or Chapter 16.16 (Critical Areas Ordinance) may be authorized in specific cases that will not be contrary to the public interest, and where, due to special conditions, literal enforcement of the provisions of those codes would result in unnecessary hardship. Generally, variances shall only be considered for dimensional standards, unless otherwise specified in those codes. Under no circumstances shall a variance be granted that allows a use not permissible or otherwise prohibited in the zoning district in which the subject property is located.
- (2) There are two types of variances: Minor and Major Variances.
- (a) Minor variances include those that are unlikely to have impacts on surrounding properties or people. These shall be limited to variances for:
- i. A reduction of up to 10% of a front yard setback
 - ii. A reduction in parking stall dimensions down to 9 feet by 18 feet.
- (b) Major variances include all other variances.
- (3) ~~110~~ The hearing examiner appropriate decision maker, as specified in 22.05.020 (Project permit processing table) shall have the authority to grant a variances from the provisions of this ordinance and of WCC Title 22, the Guide Meridian Improvement Plan, when, in the opinion of the hearing examiner, the conditions set forth in WCC 20.84.120 subsection (4) have been found to exist. In such cases, a variance may be granted which is in harmony with the general purpose and intent of this ordinance so that the spirit of this ordinance the County's land use codes shall be observed, public safety and welfare secured, and substantial justice done. ; provided, that no variance shall be granted which authorizes a use which is not permitted by the underlying zoning.
- (4) ~~120~~ Before any variance may be granted, it shall be shown that the following circumstances are found to apply:
- (1)(a) That any variance granted shall not constitute a grant of special privilege, be based upon reasons of hardship caused by previous actions of the property owner, nor be granted for pecuniary reasons alone;
 - (2)(b) Because of special circumstances applicable to the subject property, including size, shape, topography, location, or surrounding, the strict application of the Title 20 (Zoning) or Chapter 16.16 (Critical Areas Ordinance) ordinance is found to cause a hardship and deprive the subject property of a use or improvement otherwise allowed in the identical its zoning district classification. Aesthetic considerations or design preferences without reference to restrictions based upon the physical characteristics of the property do not constitute sufficient hardship under this section;
 - (3)(c) The granting of the variance will not be materially detrimental to the public welfare, or injurious to the property or improvements in the vicinity and zone in which the subject property is situated.

20.84.20022.05.026 Conditional Use Permits.**20.84.210 Application.**

- (1) **Application.** Conditional use permit applications shall be processed per the provisions of ~~Chapter 22.05-WCC~~ this chapter.

(2) Conditional use permits shall be nontransferable unless said transfer is ~~further~~ approved by the Hearing Examiner.

~~20.84.220 Criteria.~~

(3) **Approval Criteria.** Before approving an application, the Director or Hearing Examiner ~~or Zoning Administrator~~ shall ensure that any specific standards of the use-zoning district defining the use are fulfilled, and shall find adequate evidence showing that the proposed use at the proposed location:

~~(1)~~(a) Will be harmonious and in accordance with the general and specific objectives of Whatcom County's Comprehensive Plan, ~~and~~ zoning regulations, and any other applicable regulations.

~~(2)~~(b) Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area.

~~(3)~~(c) If located in a rural area (as designated in the Comprehensive Plan), will be consistent with rural land use policies as designated in the rural lands element of the Comprehensive Plan.

~~(4)~~(d) Will not be hazardous or disturbing to existing or future neighboring uses.

~~(5)~~(e) Will be serviced adequately by necessary public facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.

~~(6)~~(f) Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the community.

~~(7)~~(g) Will not involve uses, activities, processes, materials, equipment, ~~and~~ conditions of operation that will be detrimental to any persons, property, or the general welfare by reasons of excessive production of traffic, noise, smoke, fumes, glare or odors.

~~(8)~~(h) Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.

~~(9)~~(i) Will not result in the destruction, loss or damage of any natural, scenic, ~~or~~ historic feature of major importance.

~~20.84.225 Revisions to conditional use permits.~~

(4) **Revisions.** The Hearing Examiner may administratively approve revisions to conditional use permits; provided, that the proposed changes are within the scope and intent of the original permit. "Within the scope and intent of the original permit" shall mean the following:

(a) Lot coverage and height may be increased a maximum of 10 percent from the provisions of the original permit; provided, that:

(i) revisions involving new structures not shown on the original site plan shall require a new permit; ~~and provided further,~~

(ii) ~~that~~ any revisions ~~authorized under this paragraph~~ shall not exceed height, lot coverage, setback, ~~or~~ any other requirements of the regulations for the area in which the project is located; and,

- ~~(1)(iii)~~ ~~provided further that~~ any revisions ~~authorized under this paragraph~~ shall be reviewed for consistency with the ~~relevant chapters and policies in the~~ Comprehensive Plan;
- ~~(2)(b)~~ Landscaping may be added to a project without necessitating an application for a new permit; provided, that the landscaping is consistent with conditions (if any) attached to the original permit and is consistent with the regulations for the area in which the project is located;
- ~~(3)(c)~~ The use authorized pursuant to the original permit is not changed;
- ~~(4)(d)~~ No additional over-water construction will be involved for shoreline conditional use permits;
- ~~(5)(e)~~ No substantial increase in adverse environmental impact will be caused by the project revision.

~~20.84.235-22.05.026~~ Administrative Approval Uses.

- (1) Administrative approval applications shall be processed per the provisions of this Chapter ~~22.05 WCC~~.
- (2) The Director of Planning and Development Services is authorized to ~~shall~~ approve, approve with conditions, or deny all administrative approval use applications.
- ~~(2)(3)~~ **Approval Criteria**. Decisions for all administrative approval use permits ~~except adult businesses~~ shall be based upon compliance with:
- (a) The criteria established for the proposed use in the appropriate zone district;
 - (b) The Comprehensive Plan policies governing the associated land use designation;
 - (c) In rural areas, consideration will be given to the cumulative impacts of permitted uses in relation to the governing Comprehensive Plan policies and zoning district; and
 - (d) ~~The criteria of requirement of this section and of WCC 20.84.220~~ WCC 22.05.026 (Conditional Use Permits), subsection (3) (Approval Criteria).
 - ~~(e) Additionally, decisions for administrative approval use permits for adult businesses shall be based solely upon the criteria in subsection (34) of this section.~~
- ~~(3)(4)~~ **Additional Approval Criteria for Adult Businesses**. Prior to granting administrative approval for an adult business, ~~planning and development services~~ the Director shall find that the proposed use at the proposed location satisfies or will satisfy all the following criteria:
- (a) The adult business will be consistent with WCC 20.66.131 (Light Impact Industrial District, Administrative Approval Uses).
 - (b) The adult business shall be closed from 2:00 a.m. to 10:00 a.m. if it contains:
 - (i) An “adult eating or drinking establishment” ~~as defined by WCC 20.97.008(2)~~; or
 - (ii) An “adult theater” ~~as defined by WCC 20.97.008(3)~~; or
 - (iii) An “other adult commercial establishment” ~~as defined by WCC 20.97.008(4)~~; or
 - (iv) One or more viewing booths.
 - (c) If the adult business includes one or more viewing booths, the interior of the adult business will incorporate all of the following measures:
 - (a) Each viewing booth shall have at least a three-foot wide opening where a customer enters and exits the booth that is without doors, physical barriers, or visual barriers; and
 - (b) Each viewing booth shall have at least one 100-watt light bulb that is properly working and turned on when business is open. The light bulb shall not be covered or otherwise shielded

except with a commercially available lighting fixture. A minimum of one 12-inch by 12-inch durable metal sign shall be located at the entrance to each viewing booth area stating that lights shall remain on; and

(c) Aisles or hallways adjacent to viewing booths shall be a minimum of five feet wide; and

(d) There shall be no holes or openings in common walls between viewing booths.

~~(d) Additionally f~~For adult businesses containing one or more viewing booths, a condition of ~~administrative~~ approval shall ~~require~~ allow an unannounced inspection by Whatcom County every six months during business hours ~~by Whatcom County~~ to ensure that measures in subsections ~~(34)~~(c)(i) through (iv) of this section are being implemented on an ongoing basis.

~~20.84.236 Revisions to administrative approval use permits.~~

~~(5)~~ **Revisions.** The ~~Director~~ Planning and development services may approve revisions to administrative approval use permits; provided, that the proposed changes are within the scope and intent of the original permit. "Within the scope and intent of the original permit" shall mean the following:

~~(1)~~(a) Lot coverage and height may be increased a maximum of 10 percent from the provisions of the original permit; provided, that:

(i) revisions involving new structures not shown on the original site plan shall require a new permit; and

(ii) ~~provided further, that~~ any revisions ~~authorized under this subsection~~ shall not exceed height, lot coverage, setback, or any other requirements of the regulations for the area in which the project is located; and

~~(2)~~(iii) ~~provided further, that~~ any revisions ~~authorized under this subsection~~ shall be reviewed for consistency with the ~~relevant chapters and policies in the~~ Comprehensive Plan;

~~(3)~~(b) Landscaping may be added to a project without necessitating an application for a new permit; provided, that the landscaping is consistent with conditions (if any) attached to the original permit and is consistent with the regulations for the area in which the project is located;

~~(4)~~(c) The use authorized pursuant to the original permit is not changed;

~~(5)~~(d) No additional over-water construction will be involved for shoreline conditional use permits;

~~(6)~~(e) No substantial increase in adverse environmental impact will be caused by the project revision.

23. No policy change; just a process clarification.

Like with other submittals, staff would like to make it clear that a submittal for a code interpretation has to be on one of our official forms.

Chapter 22.20: Land Use and Development Code Interpretation Procedures

22.20.020 Request for interpretation prior to project permit application.

A person may request an interpretation of the code prior to submission of a project permit. The person shall submit a written request on a form provided by the department specifying each provision of the code for which an interpretation is requested, why an interpretation of each provision is necessary, and any reasons or material in support of a proposed interpretation. Interpretations of a pending project permit shall be made through the applicable permitting process as established in WCC Chapter 22.05 WCC (Project Permit Procedures).

24. No policy change; just a process clarification.

Staff would also like to make it clear that Council has adopted a fee for code interpretations.

Chapter 22.25: Land Use and Development Fees

22.25.020 Application fees and other fees.

Fees for project permit applications, legislative amendments, land use and development code interpretations, and ~~fees for~~ other approvals and reviews as set forth in this title shall be as provided in the Unified Fee Schedule.

25. No policy change; just correcting a previous error.

Last year when we updated (and consolidated) the setback table (WCC 20.80.210) an oversight was made in regards to setbacks in the Agriculture Zone. The required setback for habitable structures on small lots was inadvertently changed from 30' to 5'. Though it may be acceptable to have a non-habitable structure only 5' from an agricultural field, the setback for habitable structures (i.e., homes) should remain at 30'. Thus, staff proposes to distinguish these in the setback table as shown below.

20.80.210 Minimum setbacks.

...

(b) Setbacks Table.

Zoning District	Setback (in feet) from:						
	Right-of-Way Classification					Other	
	I-5, State Highways, Urban Principal, and Urban Minor Arterials	Urban Collector Arterials and Rural Major Collectors	Minor Collectors	Local Access Streets	Minor Access Streets	Side Yard	Rear Yard
...							
Resource Lands Setbacks							
Agricultural (AG)							
• parcels ≥ 5 acres	50	50	50	50	50	20	20
• parcels < 5 acres	45	35	25	25	20	5	5
○ <u>Habitable structures</u>	<u>45</u>	<u>35</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>30</u>	<u>30</u>
○ <u>Non-habitable, accessory structures</u>	<u>45</u>	<u>35</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>5</u>	<u>5</u>
Note: Depending on circumstances, some AG setbacks may differ pursuant to WCC 20.38.060 (7) and 20.80.255 .							
...							



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:	09/15/2020			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 MOTION(S) APPROVED	
07/07/2020	Council Committee of the Whole	DISCUSSED	
07/21/2020	Council Committee of the Whole	DISCUSSED	
08/05/2020	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: AB2020-345

File ID:	AB2020-345	Version:	1	Status:	Agenda Ready
File Created:	08/19/2020	Entered by:	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Discussion		
Assigned to:	Council Committee of the Whole	Final Action:			
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of proposed Cherry Point amendments

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The County Council worked with the Cascadia Law Group to develop proposed Comprehensive Plan and Whatcom County Code (WCC) amendments primarily relating to fossil fuel and renewable fuel facilities in the Cherry Point Area (some of the amendments apply to various land uses on a countywide basis). The Council approved Resolution 2019-037 on August 7, 2019 forwarding the proposed amendments to the Planning Commission for review. The Planning Commission issued their Findings of Fact and Reasons for Action, Conclusions, and Recommendations on August 13, 2020. Council Special Committee of the Whole will discuss the proposed amendments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Planning Commission Recommendations, Exhibit A (Comp Plan Amendments), Exhibits B - D (Code Amendments), Planning Commissioner Minority Opinion, SEPA Packet

WHATCOM COUNTY

Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
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360-778-5901 Fax



Mark Personius
Director

Memorandum

August 20, 2020

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

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Director

RE: Cherry Point Amendments (PLN2018-00009)

The County Council worked with the Cascadia Law Group to develop proposed Comprehensive Plan and Whatcom County Code (WCC) amendments primarily relating to fossil fuel and renewable fuel facilities in the Cherry Point Area (some of the amendments apply to various land uses on a countywide basis). The Council approved Resolution 2019-037 on August 7, 2019 forwarding the proposed amendments to the Planning Commission for review.

The Planning Commission held a series of meetings on the proposed amendments between September 2019 and August 2020 (there were no meetings in March, April, or May because of the COVID-19 meeting restrictions). Public comments through the end of the Planning Commission review process are posted on the County's website: <https://www.whatcomcounty.us/2849/Cherry-Point-Amendments>. The Planning Commission issued their Findings of Fact and Reasons for Action, Conclusions, and Recommendations on August 13, 2020 relating to:

- Exhibit A - Amending Whatcom County Comprehensive Plan Chapter 2 (Land Use).
- Exhibit B - Amending the State Environmental Policy Act (SEPA) code (WCC 16.08).
- Exhibit C - Amending the Light Impact Industrial District, Heavy Impact Industrial District, Cherry Point Industrial District, Major Project Permits, and Definitions chapters of the Whatcom County Zoning Code (Title 20).
- Exhibit D - Amending the Project Permit Procedures (WCC 22.05).

Selected differences between the original Council proposal and the Planning Commission proposal are summarized below (not all differences are shown below – please see the Exhibits in which all Planning Commission changes to the Council proposal are shown with yellow highlighting).

Exhibit	Document	Council	Planning Commission	Comments
A	Comp Plan		Added Policy 2CC-18 to allow on-going operation, maintenance, repair, modifications, etc. of existing facilities	New Policy would provide certainty to industry relating to particular types of activities that they can continue to conduct as allowed uses at existing facilities.
A	Comp Plan	Added Policy 2CC-18 to treat renewable fuel facilities similar to fossil fuel facilities	Deleted this proposed Policy	The Planning Commission recommended that new renewable fuel refineries and transshipment facilities should be allowed as a permitted use but new fossil fuel refineries and transshipment facilities should be prohibited. Additionally, the Planning Commission recommended that expansion of existing renewable fuel refineries and transshipment facilities should be allowed as a permitted use but expansion of fossil fuel facilities should require a conditional use permit. Therefore, the Planning Commission proposal would not treat renewable fuel facilities in a manner similar to fossil fuel facilities.
B	SEPA Code	Added worksheet for fossil fuel and renewable fuel facilities WCC 16.08.090.E	Allows use of the worksheet or an expert evaluation and makes other changes to this proposed code WCC 16.08.090.E	The worksheet will take time to develop and likely will not be available when Council adopts the ordinance. Additionally, larger or more complex projects may benefit from expert evaluation of the issues.
B	SEPA Code	Greenhouse gas (GHG) mitigation through SEPA or the Zoning Code WCC 16.08.160.F.1	GHG mitigation through SEPA only WCC 16.08.160.F.1	The Council proposal provides for GHG mitigation through either the Zoning Code or the SEPA Code. The Planning Commission version would provide the SEPA Responsible Official with the discretion to impose mitigation for GHG impacts, but there would not be an automatic requirement for GHG mitigation under the Zoning Code.
B C	SEPA Code Zoning Code	Definition of "Facility Emissions" WCC 20.97.124.1	Definition of "Facility Emissions" WCC 16.08.175.C	The Council proposal provided a definition of "Facility Emissions" in the Zoning Code. The Planning Commission proposal moves the definition to the SEPA Code. The Planning Commission version deleted the following elements from the original Council definition of facility emissions: <ul style="list-style-type: none"> • The transportation within the borders of Whatcom County of refined and unrefined fossil fuels to and from a facility located within the Cherry Point Heavy Industrial area, and • The upstream emissions generated by the production and transport of raw products to the facility such as crude oil feedstocks or other fuels used in production or energy generation at facilities.

Exhibit	Document	Council	Planning Commission	Comments
C	Zoning Code	Permitted outright improvements to existing fossil fuel and renewable fuel facilities WCC 20.68.802	Permitted outright improvements to existing fossil fuel and renewable fuel facilities 20.68.068	Planning Commission moved improvements to existing fossil fuel and renewable fuel facilities that are permitted outright (i.e. do not constitute an "expansion" that requires a conditional use permit) to the permitted use section of the Heavy Impact Industrial Zone. The Planning Commission also expanded the list of permitted uses to address industry and public comments.
C	Zoning Code	Renewable Fuel Facilities WCC 20.68.153 and .159	Renewable Fuel Facilities WCC 20.68.070 and .071	Council proposal requires a conditional use permit for new or expanded renewable fuel facilities. Planning Commission proposal would allow these as permitted outright uses.
C	Zoning Code	Conditional use permit for expansion of fossil fuel and renewable fuel facilities WCC 20.68.153	Conditional use permit for expansion of fossil fuel facilities (does not include renewable fuel facilities because they are permitted outright) WCC 20.68.153	Planning Commission proposal: <ul style="list-style-type: none"> Sets specific thresholds defining what constitutes an "expansion" that requires a conditional use permit. Inserts a clause that "If a conditional use permit is obtained, the baseline for determining the cumulative increase is reset." Modifies the conditional use permit approval criteria.
C	Zoning Code	Prohibited Uses: New fossil fuel transshipment facilities WCC 20.68.205	Prohibited Uses: New fossil fuel transshipment facilities WCC 20.68.205	The Council proposal prohibits new fossil fuel transshipment facilities. The Planning Commission proposal maintains this prohibition, but inserts language clarifying that certain movements of petroleum products are not prohibited by this clause.
C	Zoning Code	GHG Mitigation WCC 20.68.801	Deletes GHG Mitigation requirement in the Zoning Code	<p>The Council proposal included language in the Zoning Code requiring GHG mitigation for fossil fuel and renewable fuel facilities if certain criteria are met. The Planning Commission proposal deleted this language from the Zoning Code, but includes GHG mitigation language in the SEPA Code that is more discretionary in nature.</p> <p>There are a number of state laws, regulations, and proposals that address GHG emissions:</p> <ul style="list-style-type: none"> RCW 70.94 (Washington Clean Air Act) RCW 70.235 (Limiting Greenhouse Gas Emissions) WAC 173-441 (Reporting of Emissions of Greenhouse Gases) WAC 173-442 (Clean Air Rule) WAC 173-485 (Petroleum Refinery Greenhouse Gas Emission Requirements) Directive of the Governor 19-18 Proposed New WAC 173-445 WAC (Greenhouse Gas Assessment for Projects) – to be adopted by September 1, 2021

Exhibit	Document	Council	Planning Commission	Comments
C	Zoning Code	Change of Use WCC 20.74.110	Deletes this Change of Use provision	The Council proposal includes a provision that requires a change of use permit for certain activities. The Planning Commission deleted this proposed change of use provision (WCC 20.74.110). Concerns had been expressed relating to the potential conversion of an existing refinery/transshipment facility into a crude oil transshipment facility (e.g. see Resolution 2019-037). The Planning Commission language for proposed WCC 20.68.153 addressed this potential situation by requiring a conditional use permit if shipping capacity of unrefined fossil fuels were to increase over a certain level.
C	Zoning Code	Definition of "Fossil or Renewable Fuel Transshipment Facilities" WCC 20.97.160.3	Definition of "Fossil Fuel Transshipment Facilities" WCC 20.97.160.3 Definition of "Renewable Fuel Transshipment Facilities" WCC 20.97.350.4	The Council proposal provided a combined definition of "Fossil or Renewable Fuel Transshipment Facilities." The Planning Commission proposal provides separate definitions of "Fossil Fuel Transshipment Facilities" and "Renewable Fuel Transshipment Facilities" as the Commission's proposal treats these land uses differently. The Planning Commission also made modifications to these definitions.
C	Zoning Code		Definition of "Maximum Atmospheric Crude Distillation Capacity" WCC 20.97.230	The Planning Commission proposal adds a definition of this term because it is used in the conditional use section of the code (WCC 20.68.153).
D	Project Permit Procedures	Proof of Insurance WCC 22.05.125	Proof of Insurance WCC 22.05.125	<p>The Council proposal includes new provisions relating to "Proof of insurance for hazards created in the County." The Planning Commission proposal includes abbreviated proof of insurance language with less detail than the Council proposal.</p> <p>There are several state laws and regulations that address insurance and/or financial responsibility:</p> <ul style="list-style-type: none"> • RCW 88.40 (Transport of Petroleum Products – Financial Responsibility) • WAC 480-62-300(2) (Railroad Companies – Operations)

In September, the Planning and Development Services Department would like to review the Planning Commission's recommendations with the County Council's Special Committee of the Whole. When this review is complete, and the County Council has developed a final proposal, an ordinance can be introduced and public hearing scheduled before the Council. Please note that the "[Determination of Non-significance](#)" issued pursuant to the State Environmental Policy Act for the proposed amendments has been appealed.

WHATCOM COUNTY PLANNING COMMISSION

Cherry Point Amendments

FINDINGS OF FACT AND REASONS FOR ACTION

1. The Whatcom County Council approved Resolution 2019-037 on August 7, 2019, forwarding proposed Comprehensive Plan and code amendments to the Planning Commission for review. The subject amendments primarily relate to fossil fuel and renewable fuel facilities in the Cherry Point Area, although some of the amendments apply to various land uses on a countywide basis.
2. The subject amendments include the following:
 - Amending Whatcom County Comprehensive Plan Chapter 2 (Land Use).
 - Amending the State Environmental Policy Act (SEPA) code (WCC 16.08).
 - Amending the Light Impact Industrial District, Heavy Impact Industrial District, Cherry Point Industrial District, Major Project Permits, and Definitions chapters of the Whatcom County Zoning Code (Title 20).
 - Amending the Project Permit Procedures (WCC 22.05).
3. Notice was submitted to the Washington State Department of Commerce on August 15, 2019.
4. The Whatcom County Planning Commission held a town hall meeting on September 12, 2019.
5. The Whatcom County Planning Commission held work sessions on September 26, 2019, October 10, 2019, October 24, 2019, November 14, 2019, December 12, 2019, January 16, 2020, January 30, 2020, February 27, 2020, June 25, 2020, and July 9, 2020.

6. A Determination of Nonsignificance (DNS) was issued under the State Environmental Policy Act (SEPA) on July 28, 2020.
7. Notice of the Planning Commission hearing was sent to citizens, media, cities, and others on the County's e-mail list on July 30, 2020.
8. Notice of the Planning Commission hearing was posted on the County website on August 3, 2020.
9. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on August 3, 2020.
10. The Planning Commission held a public hearing on the subject amendments on August 13, 2020.

Comprehensive Plan Amendments

11. The Cherry Point UGA is approximately 7,030 acres. Whatcom County Comprehensive Plan Chapter 2 contains a specific section with text, goals, and policies relating to the Cherry Point UGA (other goals and policies in the Comprehensive Plan also apply).
12. The subject amendments modify text and Policies 2CC-11, 2CC-16, 2CC-17, and 2WW-4 in Whatcom County Comprehensive Plan Chapter 2. The subject amendments also add new Policy 2CC-18 to the Comprehensive Plan.
13. Whatcom County Comprehensive Plan Policy 2CC-11 already states that "It is the policy of Whatcom County to limit the number of industrial piers at Cherry Point to the existing three piers. . ." The subject amendments modify Policy 2CC-11. These amendments include:
 - Recognizing that the vested rights/enforceable agreement for an additional dock/pier no longer exist.
 - Recognizing the importance of preventing harm to habitat of the Cherry Point Herring stock and Southern Resident Killer Whales.
 - Recognizing that implementation of the Shoreline Program is an important way to preserve the natural character, result in long-term benefits, and protect the resources and ecology of the shoreline.
 - Deleting language that is unnecessary or no longer needed.

14. The subject amendments modify Whatcom County Comprehensive Plan Policy 2CC-16. These amendments include:
 - Recognizing that the study and recommendations to address negative impacts from fossil fuel facilities have been completed (see *Reducing Impacts from Fossil fuel Projects Report to the Whatcom County Council*, Cascadia Law Group, Feb. 12, 2018 and Whatcom County Council Resolution 2019-037, August 7, 2019).
 - Stating that the County will, through SEPA and permitting, seek to limit negative impacts from fossil fuel facilities within the Cherry Point UGA.
 - Refining the language relating to notice to the County Council of fossil fuel projects.
 - Deleting language that is unnecessary or no longer needed.
15. The subject amendments modify Whatcom County Comprehensive Plan Policy 2CC-17. These amendments include:
 - Recognizing that limited fossil fuel facility expansions are subject to environmental review, greenhouse gas analysis, and Cherry Point policies in the Comprehensive Plan.
 - Deleting language that is unnecessary.
16. The subject amendments modify Whatcom County Comprehensive Plan Policy 2WW-4 by recognizing that existing marine port facilities and limited expansions are allowed consistent with the State of Washington Department of Natural Resource Cherry Point Aquatic Reserve Management Plan.
17. The subject amendments add new Whatcom County Comprehensive Plan Policy 2CC-18. This new policy recognizes that the following are allowed: The on-going operation, maintenance, and repair of existing facilities, modifications designed to comply with adoption and implementation of new product standards and fuel standards, operational and site safety improvements, environmental improvements, and regulatory compliance projects.
18. Pursuant to WCC 22.10.060(1), in order to approve comprehensive plan amendments the County must find all of the following:

- The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
- Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
- The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
 - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
 - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
 - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
- The amendment does not include or facilitate spot zoning.

Growth Management Act

19. The Growth Management Act (GMA) establishes planning goals in Revised Code of Washington (RCW) 36.70A.020 to guide adoption of comprehensive plan amendments.
20. GMA planning goal # 1 is to: "Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner."
21. GMA planning goal # 5 is to:

Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and

for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

22. The subject Comprehensive Plan amendments, when viewed in the context of the other Comprehensive Plan goals and policies, continue to encourage development in the Cherry Point industrial area while also addressing public safety and environmental protection. The amendments recognize that the existing industries provide significant employment and have shipped refined fossil fuel products for decades. The amendments also recognize that existing operations of fossil fuel facilities, along with limited expansions, are allowed with appropriate environmental review and analysis.
23. GMA planning goal # 9 is to: "Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities."
24. GMA planning goal # 10 is to: "Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water."
25. The State Shoreline Management Act policies, which are incorporated as a GMA goal pursuant to RCW 36.70A.480, indicate that:

. . . It is the policy of the state to provide for the management of the shorelines of the state by planning for and fostering all reasonable and appropriate uses. This policy is designed to insure the development of these shorelines in a manner which, while allowing for limited reduction of rights of the public in the navigable waters, will promote and enhance the public interest. This policy contemplates protecting against adverse effects to the public health, the land and its vegetation and wildlife, and the waters of the state and their aquatic life, while protecting generally public rights of navigation and corollary rights incidental thereto. . . (RCW 90.58.020)
26. Fossil fuel refineries and transshipment facilities have potential for accidents, which can release pollutants into the environment and impact fish habitat, wildlife habitat, water quality, and air quality. The subject amendments seek to limit negative impacts on public health, safety, and the environment.

Countywide Planning Policies

27. Countywide Planning Policy E-3 states:

Cherry Point shall be designated as an unincorporated industrial urban growth area in recognition of existing large scale industrial land uses. Additional large scale development shall be encouraged consistent with the ability to provide needed services and consistent with protecting critical areas along with other environmental protection considerations. The Cherry Point industrial area is an important and appropriate area for industry due to its access to deep water shipping, rail, all-weather roads, its location near the Canadian border, and its contribution to the County's goal of providing family wage jobs.

28. Countywide Planning Policy I-2 indicates "New business development and expansion of existing businesses are key factors in providing 'family wage' jobs and a strong tax base. Economic development that pays family wage rates should be encouraged. . ."

29. Countywide Planning Policy I-8 states:

Economic development should be encouraged that:

- a. Does not adversely impact the environment;
- b. Is consistent with community values stated in local comprehensive plans;
- c. Encourages development that provides jobs to county residents;
- d. Addresses unemployment problems in the county and seeks innovative techniques to attract different industries for a more diversified economic base;
- e. Promotes reinvestment in the local economy;
- f. Supports retention and expansion of existing businesses.

30. Countywide Planning Policy N-2 states that "The Cities and the County in cooperation with other municipal corporations and tribal governments shall adopt zoning regulations and development standards to protect water resources. . ."

31. Countywide Planning Policy N-3 states that "Jurisdictions shall cooperate to protect and restore water resources and fish habitat within UGA's and across jurisdictional boundaries to maintain quality of life and economic health in Whatcom County."

32. The Countywide Planning Policies recognize the significance of the Cherry Point UGA for industry, transportation, and good jobs. The Countywide Planning Policies also recognize the importance of environmental protection.

33. The Comprehensive Plan, including the subject amendments, allows a variety of industrial uses in the Cherry Point UGA, while encouraging review processes that will facilitate a full evaluation of fossil fuel development proposals and mitigation of negative impacts.

Interlocal Agreements

34. There are no interlocal agreements relating to the Cherry Point UGA.

Further Studies/Changed Conditions

35. The GMA, originally adopted in 1990, included a requirement to designate Urban Growth Areas (UGAs).
36. The Cherry Point UGA was adopted in 1997 when the Whatcom County Comprehensive Plan was adopted.
37. The Washington State Department of Natural Resources (DNR) originally issued the *Cherry Point Environmental Aquatic Reserve Management Plan* in November 2010, and amended the Plan in January 2017.
38. The primary focus of the *Cherry Point Environmental Aquatic Reserve Management Plan* is to:
 - . . . protect, enhance and restore habitats used by Cherry Point herring stock, salmon, migratory and resident birds, Dungeness crab, groundfish rearing areas and marine mammals, as well as the protection of submerged aquatic vegetation and water quality. . . (p. 4).
39. The *Cherry Point Environmental Aquatic Reserve Management Plan* states:
 - . . . the aquatic environment of Cherry Point: provides essential habitat and irreplaceable biological and ecological functions; is a portion of Treaty-protected usual and accustomed (U&A) grounds and stations of local Native American Indians; and provides significant economic benefits, recreational opportunities and other social values. . . (pp. 4 and 5).
40. The *Cherry Point Environmental Aquatic Reserve Management Plan* recognizes that:
 - . . . A number of species and habitats addressed in this plan have experienced declines over the past 40 years, such as the Cherry Point herring stock, which has shrunk from approximately 15,000 tons to between 800 and 2,100 tons over the last ten years. Other key species in decline include Puget Sound Chinook salmon, bull trout, and

certain species of rockfish, surf scoter, and Southern Resident orca whales . . . (pp. 1 and 2).

41. The *Cherry Point Environmental Aquatic Reserve Management Plan* specifically excludes certain areas, including the three existing industrial piers, from the Reserve (pp. 10 and 11).
42. The *Cherry Point Environmental Aquatic Reserve Management Plan* constitutes a further study that indicates a need for the subject amendments.
43. Other areas of the U.S. and Canada have experienced community impacts and environmental degradation associated with fossil fuel industry accidents since the adoption of the Cherry Point UGA in 1997.

Public Interest

44. The Cherry Point area contains valuable fish and wildlife habitat (*Cherry Point Environmental Aquatic Reserve Management Plan*, DNR, amended 2017).
45. The Cherry Point UGA is a unique location, with important attributes, for industry (Whatcom County Comprehensive Plan, pp. 2-54 to 2-56). Existing industries provide high wage jobs and a substantial tax base (*Employment at Cherry Point*, Hodges, Rucker, and McCafferty, 2019).
46. The Cherry Point UGA text, goals and policies in the Whatcom County Comprehensive Plan, including the subject amendments, recognize the value of existing industrial uses and the importance of marine waters, fish and wildlife habitat, and air quality.
47. The subject comprehensive plan amendments should not adversely affect the overall rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan. The Whatcom County Comprehensive Plan allocated an additional 890 jobs for the Cherry Point UGA for the 2013-2036 planning period. The *Employment at Cherry Point* report from 2014 estimated that there were 2,100 – 2,200 jobs in the Cherry Point industrial area at that time (p. 3). The *Employment at Cherry Point* report from 2019 estimates 3,318 jobs and indicates that, between 2014-2019, “. . . roughly 1,100 jobs have been added . . .” (pp. 6 and 14). However, most of the 700 jobs at Alcoa Intalco Works, along with related jobs, will be lost with the shutdown of the aluminum smelter. Growth projections will be updated in the next periodic update of the Comprehensive Plan (due by June 2025). These updated projections will take into account conditions at that time and expectations for the future.

48. The subject comprehensive plan amendments should not adversely affect ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities. The subject amendments do not expand the allowed uses that would be served by Fire District 7, which encompasses the Cherry Point UGA. Additionally, new residential uses are not allowed in the Cherry Point industrial area and, therefore, new students will not be generated by development in this area.
49. The closest designated Agricultural lands are over .80 of a mile to the southeast, the closest Mineral Resource designation is approximately .06 of a mile to the east, and the closest designated Forestry lands are over 4 miles to the southeast of the Cherry Point UGA. There is no evidence in the record that the subject comprehensive plan amendments would adversely impact designated agricultural, forestry, or mineral resource lands.
50. The Cherry Point UGA goals and policies, including subject amendments, continue to allow industrial uses in the Cherry Point UGA that provide family wage jobs and contribute to the tax base of the County and special purpose districts, while addressing impacts to public safety and the environment. Such planning is in the public interest.

Spot Zoning

51. "Illegal spot zoning" means a zoning action by which a smaller area is singled out of a larger area or district and specially zoned for a use classification totally different from, and inconsistent with, the classification of surrounding land and not in accordance with the Comprehensive Plan. Spot zoning is zoning for private gain designed to favor or benefit a particular individual or group and not the welfare of the community as a whole (WCC 20.97.186).
52. The subject proposal does not involve nor facilitate illegal spot zoning.

Development Regulation Amendments

53. The subject amendments modify text of the Whatcom County SEPA rules (WCC 16.08), the Zoning Code (WCC 20), and Project Permit Procedures (WCC 22.05)
54. Pursuant to WCC 22.10.060(2), in order to approve development regulation amendments the County must find that the amendments are consistent with the Whatcom County Comprehensive Plan.

SEPA Code Amendments

55. Whatcom County Comprehensive Plan Policy 10A-6 states "Aim to meet or exceed national, state, and regional air quality standards. Work with the Northwest Clean Air Agency to ensure compliance with applicable air quality standards."
56. Whatcom County Comprehensive Plan Policy 10A-9 is to "Cooperate with state and federal agencies and neighboring jurisdictions to identify and protect threatened and endangered fish and wildlife species and their habitats."
57. Whatcom County Comprehensive Plan Goal 10D is to "Strengthen the sustainability of Whatcom County's economy, natural environment, and built communities by responding and adapting to the impacts of climate change."
58. Whatcom County Comprehensive Plan Goal 10L is to "Protect and enhance ecosystems that support native fish and wildlife populations and habitat."
59. The Washington State Department of Ecology adopted a "Clean Air Rule," which included greenhouse gas emission limits, in 2016 (Washington Administrative Code or WAC 173-442). The Clean Air Rule was developed under the authority granted in RCW 70.94 (Washington Clean Air Act) and RCW 70.235 (Limiting Greenhouse Gas Emissions). The Clean Air Rule was challenged and the Thurston County Superior Court issued a ruling in March 2018 that prevented Ecology from implementing the Clean Air Rule regulations. However, the Washington Supreme Court reversed the Superior Court in part on January 16, 2020, upholding the Clean Air rule as it relates to regulating stationary sources (Case No. 95885-8).
60. A [Directive of the Governor](#) (# 19-18), dated December 19, 2019, states:

. . . I hereby direct the Department of Ecology to adopt rules by September 1, 2021, to strengthen and standardize the consideration of climate change risks, vulnerability, and impacts in environmental assessments for major projects with significant environmental impacts.

. . .

The rules should be uniform and apply to all branches of government, including state agencies, political subdivisions, public and municipal corporations and counties. The rules should cover major industrial projects and major fossil fuel projects; and establish uniform methods, processes, procedures, protocols or criteria that ensure a comprehensive assessment and quantification of direct and indirect greenhouse gas emissions resulting from the project.

Rules for cumulative environmental assessments and reporting should include . . . Methods, procedures, protocols, criteria or standards for mitigation of greenhouse gas emissions, as necessary to achieve a goal of no net increase in greenhouse gas emissions . . .

61. The Washington State Department of Ecology sent an e-mail "Notice of Rulemaking for Proposed New Chapter 173-445 WAC – Greenhouse Gas Assessment for Projects Rulemaking" on May 1, 2020. An associated document entitled "[Preproposal Statement of Inquiry](#)" on Ecology's website stated:

The Department of Ecology (Ecology) is beginning rulemaking as per the Directive of the Governor #19-18. The purpose of this rulemaking is to create a new rule under Chapter 173-445 WAC Greenhouse Gas Assessment for Projects. This rule will address analysis and mitigation of greenhouse gas emissions for environmental assessments of industrial and fossil fuel projects.

62. The subject amendments modify the County's SEPA rules to require applicants for certain fossil fuel and renewable fuel projects to submit additional information on a number of topics including greenhouse gas and other emissions, tanker and barge traffic, stormwater, wastewater, and risk of spills and explosions. These provisions are intended to provide the SEPA Responsible Official with more information in order to make reasoned decisions on threshold determinations.
63. The subject amendments include provisions on SEPA's relationship to federal, state, and regional regulations (see WAC 197-11-158(4)).
64. The subject amendments modify the County's SEPA rules by adding provisions relating to air quality & climate and plants & animals. These topics are specifically listed as "elements of the environment" under the State SEPA Rules (WAC 197-11-444).
65. The subject amendments include provisions that the decision maker may condition or deny projects (conditioning includes mitigating measures). This authority is already granted under RCW 43.21C.060, which states ". . . Any governmental action may be conditioned or denied pursuant to this chapter. . ." (the State Environmental Policy Act).
66. While State government is taking action to address air quality and greenhouse gas emissions, the County finds that the subject amendments will also provide assistance at the local government level in fulfilling responsibilities under SEPA.

Zoning Code Amendments

67. The Cherry Point UGA is zoned Light Impact Industrial (LII) and Heavy Impact Industrial (HII). There are approximately 470 acres in the LII zone and 6,560 acres in the HII zone.
68. The subject amendments modify the LII zone, HII zone, Cherry Point Industrial District, Major Project Permits, and Definitions sections of the Whatcom County Zoning Code (Title 20).
69. Whatcom County Comprehensive Plan Goal 2H is to "Preserve private property rights while recognizing the importance of the rights of the community, including protecting the natural environment and conserving resources."
70. Whatcom County Comprehensive Plan Goal 7A is to "Promote a healthy economy providing ample opportunity for family-wage jobs for diverse segments of the community, which is essential to the quality of life in the area."
71. Whatcom County Comprehensive Plan Policy 7A-2 is to "Foster a diverse, private-sector job base, which will provide family-wage jobs at the state median income level or greater, and facilitate the retention and expansion of existing businesses."
72. Whatcom County Comprehensive Plan Policy 7J-1 is to "Support creation of job opportunities for local residents, especially family wage jobs to decrease unemployment and underemployment."
73. The Zoning Code, as modified by the subject amendments, preserves private property rights and fosters economic development by continuing to allow a wide array of industrial land uses in the Cherry Point UGA. In the LII zone, allowed uses include manufacturing (except new fossil fuel refineries), fabrication, printing, storage, boat building and repair, communications, and other similar uses. In the HII zone, allowed uses include manufacturing (except new fossil fuel refineries), fabrication, printing, storage, boat building and repair, power plants (except coal-fired plants), and solid waste handling facilities.
74. Additionally, the HII zone amendments allow continued operation, maintenance, and certain improvements to existing refineries and transshipment facilities (WCC 20.68.068).
75. Whatcom County Comprehensive Plan Goal 2G is to "Encourage citizen participation in the decision making process." Policy 2G-1 is to "Examine and improve methods to notify affected property owners of proposed land use changes."

76. The subject Zoning Code amendments provide greater public review of certain land uses that could impact public safety, transportation, and the environment. Specifically, the expansion of existing fossil fuel refineries and existing fossil fuel transshipment facilities requires a conditional use permit in the HII zone (WCC 20.68.153). The conditional use permit process requires notice, a public hearing, evaluation of the proposal for compliance with the approval criteria, and a decision by the hearing examiner.
77. Whatcom County Comprehensive Plan Policy 2CC-16 was adopted in 2017 (Ordinance 2017-027). This Policy, which is being modified by the subject amendments, stated:

The County shall undertake a study to be completed if possible by December of 2017 to examine existing County laws, including those related to public health, safety, development, building, zoning, permitting, electrical, nuisance, and fire codes, and develop recommendations for legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas exports from the Cherry Point UGA . . . Based on the above study, develop proposed Comprehensive Plan amendments and associated code and rule amendments. . .

78. The subject amendments prohibit new fossil fuel refineries and new fossil fuel transshipment facilities (WCC 20.66.204, 20.68.204 and .205). Potential impacts from new refineries and associated transshipment facilities may include: Increased pollutant emissions to the air, increased chance of crude oil or refined product spills, increased chance of fire or explosion, increased rail traffic that can impact other modes of transportation (e.g. hold up motor vehicle, school bus, or emergency vehicle traffic at railroad crossings), increased chance of derailment, and increased vessel traffic.
79. The Whatcom County Comprehensive Plan states "Whatcom County lies within the influence of the convergent plate margin between the Pacific and North American Plate termed the Cascadia Subduction Zone. Regionally-extensive and damaging earthquakes, termed mega-thrusts, are possible when stress generated between the subducting Pacific Plate and over-riding North American Plate is released. . ." (Chapter 10, p. 10-12). Because new refineries and transshipment facilities would transport and process flammable and toxic materials there is heightened concern, based upon the geology of the region, that these facilities could increase risk to both public safety and the environment.

80. There are currently five oil refineries in Washington State. Two are in Whatcom County, two are in Skagit County, and one in Pierce County. Whatcom County has approximately 3% of the State's population, but 40% of the State's refineries. The County has accepted its fair share of such facilities in the state and region and wants to limit the local impacts on the community and environment of further concentration of such facilities.
81. The subject amendments prohibit new coal fired power plants in the HII zone (WCC 20.68.207).
82. According to the National Institute of Health's National Library of Medicine website (<https://toxtown.nlm.nih.gov/sources-of-exposure/power-plants>):
 - . . . Air pollution from coal-fired power plants cause serious risk to human health. Coal-fired power plants emit 84 of the 187 hazardous air pollutants identified by the U.S. Environmental Protection Agency. These pollutants may cause cancer, according to the National Toxicology Program.
 - Hazardous air pollution released by coal-fired power plants can cause a wide range of health effects, including heart and lung diseases. Exposure to coal power plant pollution can damage the brain, eyes, skin, and breathing passages. It can affect the kidneys, lungs, and nervous and respiratory systems. Exposure can also affect learning, memory, and behavior.
 - . . . Coal-fired power plants are the biggest industrial sources of mercury and arsenic in the air. Mercury pollutes lakes, streams, and rivers, and builds up in fish. People who eat large amounts of fish from contaminated lakes and rivers are at the greatest risk of exposure to mercury.
 - . . . People who work at or live near coal-fired power plants have the greatest health risks from coal pollution. . .
83. The subject amendments continue to allow other types of power plants in the HII zone, but would prohibit coal-fired power plants because of the risks to the local community, public health, and environment.
84. Whatcom County Comprehensive Plan Policy 10D-10 is to "Create updates to Whatcom County land use policies and development regulations to support renewable energy development goals."
85. The subject amendments allow renewable fuel refineries as a permitted use in the HII zone (WCC 20.68.070 and .071).

86. The Whatcom County Comprehensive Plan states that “. . . Cherry Point is also important historically and culturally to the Coast Salish people, and part of the usual and accustomed fishing area for five treaty tribes, reserved under the Treaty of Point Elliot of 1855. . .” (Chapter 2, p. 2-54). Comprehensive Plan Policy 2CC-11 states:

It is the policy of Whatcom County to limit the number of industrial piers at Cherry Point to the existing three piers, taking into account the need to . . . Recognize federal actions upholding treaty rights. . .

87. The United States Department of the Army, Corps of Engineers denied a permit for a new pier under Section 10 of the Rivers and Harbors Act on May 9, 2016 because “. . . the proposed project would violate the Lummi Indian Nation’s tribal Treaty Rights to access and utilize usual and accustomed fishing areas. . .”
88. The subject Zoning Code amendments implement the Comprehensive Plan by prohibiting new piers, docks, and wharves in the HII zone (WCC 20.68.206 and WCC 20.74.055).

Project Permit Procedure Amendments

89. Whatcom County Comprehensive Plan Goal 2D is to “Refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner.”
90. Whatcom County Comprehensive Plan Policy 7G-1 is to “Recognize the natural environment as a major asset and manage environmental resources accordingly. We need both economic prosperity and environmental sustainability.”
91. Whatcom County Comprehensive Plan Policy 10A-2 is to:
- Protect the environment through a comprehensive program that includes voluntary activity, education, incentives, regulation, enforcement, restoration, monitoring, acquisition, mitigation, and intergovernmental coordination.
92. RCW 88.40 is entitled “Transport of Petroleum Products – Financial Responsibility.” This State law, at RCW 88.40.005, indicates:

The legislature recognizes that oil and hazardous substance spills and other forms of incremental pollution present serious danger to the fragile marine environment of Washington state. It is the intent and purpose of this chapter to define and prescribe financial responsibility requirements for vessels that transport petroleum products as cargo or as fuel across the waters of the state of Washington and for facilities

that store, handle, or transfer oil or hazardous substances in bulk on or near the navigable waters.

93. This State law requires a tank vessel that carries oil as cargo in bulk to demonstrate financial responsibility to “. . . meet state and federal financial liability requirements for the actual costs for removal of oil spills, for natural resource damages, and for necessary expenses” (RCW 88.40.020).
94. WAC 480-62 is entitled “Railroad Companies – Operations.” This State code, at WAC 480-62-300(2), requires any railroad company that transports crude oil in Washington to submit to the Washington Utilities and Transportation Commission a statement that contains:
 - (a) All insurance carried by the railroad company that covers any losses resulting from a reasonable worst case spill.
 - (b) Coverage amounts, limitations, and other conditions of the insurance.
 - (c) Average and largest crude oil train, as measured in barrels, operated in Washington by the railroad company in the previous calendar year.
 - (d) Information sufficient to demonstrate the railroad company's ability to pay the costs to clean up a reasonable worst case spill of oil including, but not necessarily limited to, insurance, reserve accounts, letters of credit, or other financial instruments or resources on which the company can rely to pay all such costs.
95. The State Legislature adopted Engrossed Substitute House Bill (ESHB) 1578 in 2019. This bill amended the “Vessel Oil Spill Prevention and Response” law (RCW 88.46), the “Oil and Hazardous Substance Spill Prevention and Response” law (RCW 90.56), and other provisions of state law.
96. ESHB 1578 states:

The legislature finds that a variety of existing policies designed to reduce the risk of oil spills have helped contribute to a relatively strong safety record for oil moved by water, pipeline, and train in recent years in Washington state. Nevertheless, gaps exist in our safety regimen, especially deriving from shifts in the modes of overwater transportation of oil and the increased transport of oils that may submerge or sink, contributing to an unacceptable threat to Washington waters, where a catastrophic spill would inflict potentially irreversible damage on the endangered southern resident killer

whales. . .Therefore, it is the intent of the legislature to enact certain new safety requirements designed to reduce the current, acute risk from existing infrastructure and activities of an oil spill that could eradicate our whales, violate the treaty interests and fishing rights of potentially affected federally recognized Indian tribes, damage commercial fishing prospects, undercut many aspects of the economy that depend on the Salish Sea, and otherwise harm the health and well-being of Washington residents. . . (Section 1).

97. Tug escorts have been required for larger loaded oil tankers for years. ESHB 1578 amended state law to require certain smaller oil tankers to be under the escort of tugs, require the Department of Ecology to develop and maintain a model to assess current and potential future risks of oil spills from vessels in Washington waters, and modify reporting requirements for railroad cars and pipelines that transport crude oil within the state.
98. While the Washington State legislature has enacted laws relating to the transportation and handling of fossil fuels, there have been a number of accidents involving fossil fuel refineries and transportation of fossil fuels in North America over the years. These accidents, involving flammable and/or toxic materials, have impacted local communities and the environment.
99. Overall, the subject amendments seek to minimize or avoid additional risk to the local community and environment from fossil fuel facilities. The amendments are intended to heighten the level of review or, in certain cases, prohibit uses in order to protect public health, safety & welfare, fisheries industries, fish & wildlife habitat, and the environment.
100. However, in case of accidents, the subject amendments include proof of insurance requirements (WCC 22.05.125), as it is a matter of fairness that responsible parties mitigate the consequences of any accidents.

County Charter and GMA Takings Provisions

101. Whatcom County Charter Section 1.11 states, "The rights of the individual citizen shall be guaranteed under the Constitutions of the United States and the State of Washington. No regulation or ordinance shall be drafted and adopted without consideration of and provisions for compensation to those unduly burdened."
102. GMA Planning Goal 6, relating to property rights, states "Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions" (RCW 36.70A.020(6)).

103. The Whatcom County Prosecuting Attorney's Office has rendered an opinion that the subject Comprehensive Plan and code amendments do not unduly burden property owners and do not take private property for public use.

CONCLUSIONS

1. The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060(1).
2. The subject development regulation amendments are consistent with the approval criteria in WCC 22.10.060(2).

RECOMMENDATIONS

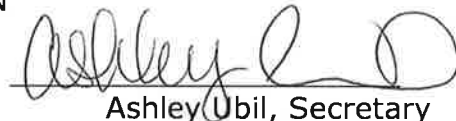
Based upon the above findings and conclusions, the Planning Commission recommends:

1. Approval of Exhibit A, amendments to the Whatcom County Comprehensive Plan.
2. Approval of Exhibit B, amendments to Whatcom County Code 16.08 (State Environmental Policy Act).
3. Approval of Exhibit C, amendments to the Whatcom County Code Title 20 (Zoning).
4. Approval of Exhibit D, amendments to Whatcom County Code 22.05 (Project Permit Procedures).

WHATCOM COUNTY PLANNING COMMISSION



Kelvin Barton, Chair



Ashley Ubil, Secretary

August 13, 2020
Date

August 13, 2020
Date

Commissioners voted to recommend approval 8-1 of the Findings of Fact & Reasons for Action and amendments on August 13, 2020. Members present at the meeting when the vote was taken: Robert Bartel, Kelvin Barton, Atul Deshmane, Jim Hansen, Stephen Jackson, Kimberly Lund, Jon Maberry, Natalie McClendon, and Dominic Mocerì.

Exhibit A

NOTE: Changes from existing Comprehensive Plan text are shown within underlines and strikethroughs (Planning Commission changes that differ from the County Council Resolution 2019-037 are also highlighted in yellow).

Comprehensive Plan (Chapter 2)

Major Industrial Urban Growth Area / Port Industrial

Cherry Point – Text

Change Second Paragraph of Cherry Point Text

Because of the special characteristics of Cherry Point, including deep water port access, rail access, and proximity to Canada, this area has regional significance for the siting of large industrial or related facilities. General Petroleum constructed the Ferndale Refinery in 1954, Alumax/Pechiney/Howmet constructed the Aluminum Smelter in 1966, and the Atlantic Richfield Company constructed the Cherry Point Refinery in 1971. The existing industries in the Cherry Point UGA, which provide significant employment, have produced and shipped refined fossil fuels and other products for decades.

Amend Policy 2CC-11

Policy 2CC-11: It is the policy of Whatcom County to limit the number of industrial piers at Cherry Point to the existing three piers, taking into account the need to:

- ~~Honor any existing vested rights or other legally enforceable agreements for an additional dock/pier;~~
Act conservatively in land use matters at Cherry Point to prevent further harm to habitat important to the Cherry Point Herring stock and Southern Resident Killer Whales;
- ~~Update the~~ Optimally implement the Whatcom County Shoreline Master Program to ~~conform with this policy~~ fulfill the Shoreline Management Act's shorelines of statewide significance policy to preserve natural character, result in long-term over short-term benefit, and protect the resources and ecology of the shoreline;
- Encourage the continued agency use of best available science;
- Support and remain consistent with the state Department of Natural Resources' withdrawal of Cherry Point tidelands and bedlands from the general leasing program and the species recovery goals of the Cherry Point Aquatic Reserve designation and Management Plan;
- Recognize federal actions upholding treaty rights;

- Protect traditional commercial and tribal fishing; and
- Prevent conflicts with vessel shipment operations of existing refineries that could lead to catastrophic oil or fuel spills.

Amend Policy 2CC-16

2CC-16: The County ~~will, through its adopted SEPA policies and applicable permitting processes, shall undertake a study to be completed if possible by December of 2017 to examine existing County laws, including those related to public health, safety, development, building, zoning, permitting, electrical, nuisance, and fire codes, and develop recommendations for legal ways the County may choose to seek to~~ limit the negative impacts on public safety, transportation, the economy, and environment from new fossil fuel facilities, including new or expanded crude oil, coal, liquefied petroleum gases, and natural gas, and exports from facilities within the Cherry Point UGA. ~~above levels in existence as of March 1, 2017[XXX, 2020-2019].~~

Rationale for Changes (shown with highlighting): Refinery operations may fluctuate over time, depending on product demand, maintenance turnarounds, etc. Therefore, it may be difficult to implement this policy if it relates to exceeding impacts that existed on a particular day (the day of adoption of the policy). Rather, the County would review the impacts of the new or expanded development, when proposed.

~~To provide clear guidance to current and future county councils on the County's legal rights, responsibilities and limitations regarding interpretation and application of project evaluation under Section 20.88.130 (Major Projects Permits) of the Whatcom County Code. The County should consider any legal advice freely submitted to the County by legal experts on behalf of a variety of stakeholder interests, and make that advice publicly available.~~

~~• Based on the above study, develop proposed Comprehensive Plan amendments and associated code and rule amendments for Council consideration as soon as possible.~~

~~• Until the above mentioned amendments are implemented, †The Prosecuting Attorney and/or the County Administration should provide the County Council written notice of all known preapplication correspondence or permit application submittals and notices, federal, state, or local that involve activity with the potential to expand the export of fossil fuels from Cherry Point “Fossil Fuel Refinery, Renewable Fuel Refinery, or Fossil Fuel Transshipment Facilities, or Renewable Fuel Transshipment Facilities,” as defined in the Whatcom County Code (Chapter 20.97).¹~~

Rationale for Changes (shown with highlighting): On February 27, 2020, the Planning Commission approved a motion deleting “Prosecuting Attorney” from the notice provisions above. The County Planning & Development Services Department reviews land use permits for fossil and renewable fuel facilities. The Prosecuting Attorney’s Office typically only becomes aware of a permit application if consulted by Planning & Development Services. On August 13, 2020, the Planning Commission approved separate definitions for Fossil Fuel Transshipment Facilities and Renewable Fuel Transshipment Facilities in the Zoning Code (they were previously combined in one definition).

¹ The reference to a definition in the Whatcom County Code could be removed to avoid a policy with a code reference. A definition could be added to the Comprehensive Plan if thought necessary. Typically, the code is more detailed.

75 **Amend Policy 2CC-17**

76 ~~Policy 2CC-16 shall not limit~~ Allow existing operations or maintenance of existing fossil-fuel
77 related facilities operating at levels as of March 1, 2017 [XXX, 2020 2019] with limited
78 expansions subject to environmental review, greenhouse gas emission analysis mitigation, and
79 conformance with Policies 2CC-3 and -11.

80
81 Rationale for Changes (shown with highlighting): On October 24, 2019, the Planning Commission
82 approved a motion to remove the proposed GHG mitigation requirements from the Zoning Code and
83 keep proposed GHG provisions in SEPA (with further discussion on the SEPA language at a later date).
84 The proposed SEPA rules will require GHG analysis and authorize GHG mitigation. Pursuant to the
85 proposed SEPA rules, GHG mitigation may be imposed by the Responsible Official, but will not be
automatically imposed for any project that creates any increase in GHG emissions.

86 **Add a new policy as follows:**

87 **Policy 2CC-18:** This chapter is intended to allow the on-going operation, maintenance, and
88 repair of existing facilities, modifications designed to comply with
89 adoption and implementation of new product standards and fuel
90 standards, operational and site safety improvements, environmental
91 improvements, and regulatory compliance projects.

92 Rationale for Changes (shown with highlighting): On February 27, 2020, the Planning
93 Commission approved a motion inserting new Policy 2CC-18 into the Cherry Point UGA
94 section of the Comprehensive Plan.

95
96 **Add a new policy on renewable fuels:**

97 **2CC-18. Treat renewable fuels facilities similar to fossil fuel facilities.**

98
99 Rationale for Changes (shown with highlighting): On October 10, 2019, the Planning
100 Commission provided direction that renewable fuel facilities should not be required to
101 mitigate greenhouse gas emissions if they reduce lifecycle greenhouse gas emissions. On
102 December 12, 2019, the Planning Commission recommended that new renewable fuel
103 refineries and transshipment facilities should be allowed as a permitted use but new fossil
fuel refineries should be prohibited. Additionally, on January 16, 2020, the Planning
Commission recommended that expansion of existing renewable fuel refineries and
transshipment facilities should be allowed as a permitted use (expansion of fossil fuel
facilities would require a conditional use permit). Therefore, in some respects, renewable
fuel facilities would not be treated in a manner “similar” to fossil fuel facilities.

Essential Public Facilities

Amend Policy 2WW-4

Policy 2WW-4 State and regional highways in unincorporated Whatcom County that have been designated as essential state or regional transportation facilities are I-5, State Route 539 (the Guide Meridian), State Route 546/9 (Badger from the Guide to Sumas), and State Route 20 to eastern Washington. Other transportation facilities in unincorporated Whatcom County that have been designated as essential public facilities are Amtrak Cascades passenger rail service, the Burlington Northern Santa Fe railroad tracks, and the Cherry Point marine port facilities. Such facilities in the City of Bellingham include Fairhaven Station (intercity passenger rail terminal), Bellingham Cruise Terminal (Alaska Ferry), and the Port of Bellingham (marine port). Additionally, State Route 543 (the truck route at the Blaine border) is an essential public facility located within the city limits of Blaine.

Widening of existing state highways or railroad tracks (including construction of sidings) and siting new state highways or railroad tracks should be planned in the Washington Highway System Plan, Amtrak Cascades Plan and the Freight Rail Plan. The state will invite the Regional Transportation Planning Organization and the County to participate in planning studies, review design plans, and provide comments when siting new or expanded state highways or railroad tracks.

Highways and railroad tracks that qualify as essential public facilities should be sited in accordance with all of the following principles. These facilities should be located:

- In a manner that minimizes or mitigates noise impacts to surrounding residential areas.
- Outside of the Lake Whatcom Watershed, unless there are no viable alternatives.
- In a manner that allows continued fish passage beyond the road or railroad tracks or restores blocked passage.
- In a manner that avoids or mitigates wetland impacts.
- In a manner that minimizes impacts of additional impervious surfaces by treating stormwater runoff.
- In a manner that encourages a vibrant economy by facilitating the efficient movement of people and freight.
- In a manner that accommodates pedestrians, bicycles, and transit.

Major passenger intermodal terminals should be located in General Commercial, Airport Operations, Urban Residential-Medium Density or industrial zones.

Freight railroad switching yards and terminals should be located in industrial zones.

Marine port facilities should be located within the Heavy Impact Industrial zone of the Cherry Point Major/Port Industrial Urban Growth Area. Allow existing facilities and limited expansions consistent with the State of Washington Department of Natural Resource Cherry Point Aquatic Reserve Management Plan.

Exhibit B

NOTE: Changes from existing text are shown within underlines and strikethroughs (Planning Commission changes that differ from the County Council Resolution 2019-037 are also highlighted in yellow).

CHAPTER 16.08 STATE ENVIRONMENTAL POLICY ACT (SEPA)

16.08.090. Environmental checklist

E. Evaluation/Worksheet for Fossil and Renewable Fuel Facilities: Air and environmental health are elements of the environment in WAC 197-11-444 and subjects addressed in WAC 197-11-960, Environmental Checklist. As provided in WAC 197-11-906(1)(c), Whatcom County hereby adds a procedure and criteria to help identify the affected environment, impacts, and potential mitigation regarding air quality and climate and risks from spills and/or explosions. For any proposed change of use or expansion of facilities that manufacture, process, store or transport any fossil fuel, renewable fuel, or hydrocarbon feedstock, the proponent will provide an expert evaluation or fill out the County's SEPA "Worksheet for Fossil and Renewable Fuel Facilities." This expert evaluation or Worksheet provides detailed information required to evaluate impacts to air, land and water during review of a SEPA environmental checklist. The form of the worksheet shall be prepared and updated as needed once per year by the SEPA Responsible Official in consultation with the Planning Commission and taking into account the comments of the Climate Impacts Advisory Group and its members. The expert evaluation or Worksheet shall analyze the "significance" of direct, indirect, and cumulative impacts including but not limited to those arising from:

1. Windborne transport of fossil or renewable fuel emissions across Whatcom County;
2. Lifecycle greenhouse gas emissions for renewable facilities and facility emissions above existing levels for fossil fuel facilities;
3. Transits of tankers or barges and their support vessels that have the potential to create risks of spills or explosion or interfere with commercial and treaty tribe fishing areas; and
4. Releases of stormwater and wastewater to groundwater, marine waters, intertidal wetlands, streams within the shorelines, and to their headwaters; and
5. Potential for loss of life and/or property related to risks from spills or explosions associated with refining and transport of renewable or fossil fuels or related feedstocks within Whatcom County.

In determining whether possible impacts are "significant" and "probable," the Responsible Official shall determine whether the answers on information in the expert evaluation or the Worksheet for Fossil Fuel Facilities accurately analyze the severity of potential harm, independently from analysis of probability of occurrence, in compliance with WAC 197-11-330. Also, as provided in WAC 197-11-794, "the severity of an impact should be weighed along with the likelihood of its occurrence" and "an impact may be significant if its chance of occurrence is not great, but the resulting environmental impact would be severe if it occurred."

The worksheet and supplemental information provided in the expert evaluation or Worksheet required for fossil and renewable fuel facilities shall be considered procedures and criteria added to Whatcom County's SEPA policies and procedures pursuant to WAC 197-11-906(1)(c) and are deemed necessary to be consistent with the provisions of SEPA

contained in RCW 43.21C.020, RCW 43.21C.030 and RCW 43.21C.031. However, the expert evaluation or Worksheet may not be required if an environmental impact statement is prepared.

Discussion/Notes: Suggest reference to WAC 197-11-906(1)(c) as basis to require worksheet since it allows for additional procedures and criteria. WAC 197-11-315 refers to Ecology and 30-day review for planned actions, which is not proposed.

Rationale for Changes (shown within highlighting): The worksheet will take time to develop and likely will not be available when Council adopts the ordinance. Additionally, larger or more complex projects would benefit from expert evaluation of the issues listed above.

It may not be necessary to update the worksheet every year. Therefore, the proposed change is to update the worksheet “as needed.” On January 30, 2020, the Planning Commission passed a motion to remove the reference to the Climate Impact Advisory Committee, as the SEPA Official may consult with any committee (including but not limited to the Climate Impact Advisory Committee) when preparing/updating the worksheet. On February 27, 2020, the Planning Commission inserted a clause that requires the SEPA Official to consult with the Planning Commission when preparing/updating the worksheet.

The proposed SEPA rules authorize GHG mitigation for “facility emissions” for fossil fuel facilities (proposed WCC 16.08.160.F.1.b.i(a) – Exhibit B, page 4). The proposed SEPA rules require “lifecycle” GHG emission analysis for renewable facilities (proposed WCC 16.08.160.F.1.b.ii – Exhibit B, page 5). The information required in the evaluation/worksheet should correspond to these SEPA requirements.

The evaluation/worksheet addresses impacts “including but not limited to” the five listed issues. The phrase “including but not limited to” has been deleted because it is open-ended and undefined. Applicants will not know what they are required to address if this phrase is retained.

Finally, if an environmental impact statement (EIS) is required, then the evaluation/worksheet will not be needed since significant adverse impacts will be addressed in the EIS.

16.08.160 Substantive authority.

A. The policies and goals set forth in this chapter are supplementary to those in the existing authorization of Whatcom County.

B. The county may attach conditions to a permit or approval for a proposal so long as:

1. Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this chapter; and
2. Such conditions are in writing; and
3. The mitigation measures included in such conditions are reasonable and capable of being accomplished; and
4. The county has considered whether other local, state, or federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts; and
5. Such conditions are based on one or more policies or provisions in subsection D, E, or F of this section and cited in the license or other decision document.

Rationale for Changes (shown with highlighting): Subsections E and F below include provisions relating to placing conditions on projects.

C. The county may deny a permit or approval for a proposal on the basis of SEPA so long as:

1. A finding is made that approving the proposal would result in probable significant adverse environmental impacts that are identified in a FEIS or final SEIS prepared pursuant to this chapter; and
2. A finding is made that there are no reasonable mitigation measures capable of being accomplished that are sufficient to mitigate the identified impact; and
3. The denial is based on one or more policies or provisions identified in subsection D or F of this section and identified in writing in the decision document.

Rationale for Changes (shown with highlighting): Subsection F below includes a provision relating to denying projects.

D. The county designates and adopts by reference the following policies as the basis for the county's exercise of SEPA authority pursuant to this section:

1. The county shall use all practicable means, consistent with other essential considerations of state policy, to improve and coordinate plans, functions, programs, and resources to the end that the state and its citizens may:

- a. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;
- b. Assure for all people of Washington safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
- c. Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;
- d. Preserve important historic, cultural, and natural aspects of our national heritage;
- e. Maintain, wherever possible, an environment which supports diversity and variety of individual choice;
- f. Achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and
- g. Enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources.

2. The county recognizes that each person has a fundamental and inalienable right to a healthful environment and that each person has a responsibility to contribute to the preservation and enhancement of the environment.

3. The county adopts by reference the policies in the following county documents:

Whatcom County Comprehensive Land Use Plan (inclusive of goal statements and all subarea components)

Whatcom County Shoreline Management Program

Whatcom County Subdivision Ordinance

Whatcom County Solid Waste Management Plan

Whatcom County Critical Areas Ordinance

All official land use controls adopted by Whatcom County.

E. Relationship to Federal, State and Regional Regulations. Many of the environmental impacts addressed by these SEPA policies are also the subject of federal, state and regional regulations. In deciding whether a project specific adverse environmental impact has been adequately addressed by an existing rule or law of another agency with jurisdiction, the County shall consult orally or in writing with that agency and may expressly defer to that agency. In making this deferral, the County shall base or condition its project approval on compliance with these other existing rules or laws. In deciding whether these regulations provide sufficient impact mitigation, the County shall consult orally

110 or in writing with the responsible federal, state or other agency with jurisdiction and environmental expertise and may
111 expressly defer to that agency. The County shall base or condition its project decision on compliance with these other
112 existing regulations, rules, laws, or adopted enforceable plans. The County needshall not so defer if such regulations did
113 not anticipate or are otherwise inadequate to address a particular impact of a project.

114
115 Rationale for Changes (shown with highlighting): The replacement language
116 above (the 2nd and 3rd sentences) is taken from the State SEPA rules (WAC 197-
117 11-158(4)) to better reflect these State rules.

118 119 F. Specific Environmental Policies

120 1. Air Quality and Climate:

121 a. Air pollution can be damaging to human health, plants and animals, visibility, aesthetics, and the overall quality
122 of life. Mitigation of ~~criteria~~ pollutant impacts will normally be the subject of air permits required by the
123 Northwest Clean Air Agency (NWCAA) and/or State Department of Ecology (DOE) and no further mitigation by
124 the County shall be required. However, where a project being reviewed by the County generates public nuisance
125 impacts, ~~or~~ odors or greenhouse gas emissions impacts not addressed through the regulations of NWCAA or DOE,
126 the County may require mitigation under SEPA.

127
128 Rationale for Changes (shown with highlighting): Criteria pollutants are specific
129 types of pollutants identified in the Federal Clean Air Act. The NWCAA addresses
130 a wider variety of pollutants. Additionally, the State Department of Ecology may
131 require a "Prevention of Significant Deterioration" permit for certain industrial
132 sources of air pollution (e.g. refineries). Using the term "public" nuisance in the text
133 above will maintain consistency with WCC 20.66.704 and WCC 20.68.704, the
Light Impact Industrial and Heavy Impact Industrial provisions relating to odors.

134 b. Climate change is resulting in increased temperatures, reduced summertime snowpack, reduced stream flows
135 and increased stream temperatures, more intense storms with increased potential for flooding and damage to roads,
136 dikes and critical infrastructure such as water and waste treatment facilities. While climate change is a global
137 phenomenon, it is the policy of Whatcom County to do its fair share to reduce local emissions and to ensure that
138 projects with a likelihood of more than a moderate adverse impact on air quality and climate that may be
139 authorized by the County address greenhouse gas emissions impacts. Mitigation may be achieved through the
140 provisions contained in County land use and development regulations or through the State Environmental Policy
141 Act where land use code provisions do not address mitigation of greenhouse gas emissions impacts.

142
143 Rationale for Changes (shown with highlighting): On October 24, 2019, the
144 Planning Commission approved a motion to remove the proposed GHG mitigation
145 requirements from the Zoning Code and keep proposed GHG provisions in SEPA
146 (with further discussion on the SEPA language at a later date). The above changes
147 would delete the reference to GHG mitigation in the Zoning Code. GHG
148 mitigation through SEPA is addressed below.

149 i. Greenhouse Gas Emissions – Fossil Fuel Facilities and Fossil Fuel Transshipment Facilities: The following
150 policies shall apply to fossil fuel facilities and fossil fuel transshipment facilities.

151 (a) Emissions Calculated: The SEPA Responsible Official may require mitigation for greenhouse gas
152 emissions of fossil fuel facilities and fossil fuel transshipment facilities, as calculated consistent with the
153 definition of facility emissions in WCC 16.08.17520.97.124.1.

(b) Assessment: Greenhouse gas emissions impacts shall be assessed using the most current scientifically valid modeling techniques version of the GREET Model developed by Argonne National Laboratories or, where feedstocks are from Canada, using the latest version of the GH Genius model developed by Canadian agencies for quantification of upstream emissions from production of feedstocks produced in Canada.

Rationale for Changes (shown with highlighting): Industry representatives have indicated concern about the models referenced above. The proposed changes would allow appropriate methods to be used in calculating greenhouse gas emissions.

(c) Mitigation: Greenhouse gas emissions that create specific adverse environmental impacts may be offset for proposals subject to WCC 20.68.801 through either code requirements or, if not addressed through code requirements, through mitigation projects that provide real, additional and quantifiable greenhouse gas mitigation. Such mitigation must not be required by any other regulatory mechanism and there shall be no double counting of emission reductions where identified as mitigation of greenhouse gas emissions impacts for permits subject to WCC 20.68.801.

Rationale for Changes (shown with highlighting): On October 24, 2019, the Planning Commission approved a motion to remove the proposed GHG mitigation requirements from the Zoning Code and keep proposed GHG provisions in SEPA (with further discussion on the SEPA language at a later date). The above changes would delete the reference to GHG mitigation in the Zoning Code. The double counting language above is somewhat confusing. It seems to indicate that, if mitigation is required by a different agency, then County-required mitigation must be different and additional. But a general concept is that, if another agency requires adequate mitigation, County mitigation is not required. Therefore, this language has been deleted.

Additionally, SEPA allows for mitigation of “specific adverse environmental impacts” (RCW 43.21C.060). This language has been inserted above.

ii. Greenhouse Gas Emissions – Renewable Fuels Facilities and Renewable Fuel Transshipment Facilities: The SEPA Responsible Official shall require documentation of lifecycle greenhouse gas emissions associated with renewable fuel facilities. The SEPA Responsible Official will consider the lifecycle greenhouse gas emissions analysis when making the threshold determination. The SEPA Responsible Official shall require documentation of emissions consistent with b.i(a) and b.i(b) above. The applicant shall demonstrate that the lifecycle greenhouse gas reductions associated with the renewable fuels provide a net reduction even when considering transportation and upstream emissions. If there is a net increase in emissions locally, the SEPA Responsible official may require mitigation per b.i(c) above.

On October 10, 2019, the Planning Commission provided direction that renewable fuel facilities should not be required to mitigate greenhouse gas emissions if they reduce lifecycle greenhouse gas emissions. Therefore, the greenhouse gas language above has been modified, including deletion of the mitigation language.

198 iii. Greenhouse Gas Emissions – Other Uses Within the Heavy Impact Industrial District:

199 (a) Method of analysis: Determined by SEPA Responsible Official following consultation with federal and
200 state agencies with jurisdiction or expertise.

201 (b) Mitigation: Determined by SEPA Responsible Official. See 1.c.

202 c. It is the County's policy to minimize or prevent adverse air quality impacts. Federal, state, regional, and county
203 regulations and programs cannot always anticipate or adequately mitigate adverse air quality impacts. If the
204 decision-maker makes a written finding that the applicable federal, state, regional, and/or County regulations did
205 not anticipate or are inadequate to address the particular impact(s) of the project, the decision-maker may
206 condition the proposal to mitigate its adverse impacts or, if impacts cannot be mitigated, may deny a project under
207 the provisions of the State Environmental Policy Act.

208 2. Plants and Animals:

209 a. Many species of birds, mammals, fish, and other classes of animals and plants living in both rural and urban
210 environments and are of ecological, educational, and economic value. Fish and wildlife populations are threatened
211 by habitat loss and by the reduction of habitat diversity. For the purposes of this policy, animals and plants of
212 ecological, educational, and economic value include priority habitats and species as listed in the Washington
213 Department of Fish and Wildlife's Priority Habitats and Species, as amended, consistent with WCC 16.16.710,
214 and High Biodiversity Value Areas per the Whatcom County 2017 Ecosystem Report, as amended.

215 b. It is the County's policy to minimize or prevent the loss of fish and wildlife habitat that have substantial
216 ecological, educational, and economic value. A high priority shall also be given to meeting the needs of state and
217 federal threatened, endangered, and sensitive species of both plants and animals. Special consideration shall be
218 given to anadromous fisheries and marine mammals.

219 c. It is the County's policy to ensure applicants provide verifiable documentation of consistency with federal and
220 state laws regarding treaty rights, clean water rights (both water quality and water quantity), and endangered
221 species protection such as through attaining permits or conducting consultations. The decision-maker may
222 condition or deny the project to mitigate its specific adverse environmental impacts if the decision-maker finds
223 that a proposed project would reduce or damage rare, uncommon, unique or exceptional plant or wildlife habitat,
224 designated wildlife corridors, or habitat diversity for plants or animals species of substantial educational,
225 ecological, or economic value, or interfere with treaty rights, clean water rights, or endangered species protection.

226 Discussion/Notes: If amendments are made to the Comprehensive Plan policies then the County
227 will in effect update policies under the County's SEPA substantive authority.

229 Rationale for Changes (shown with highlighting): Federal and state agencies
230 would typically determine compliance with federal and state laws when they issue
231 or deny a permit or other authorization for a project. The language above implies
232 that certain federal and state permits/authorizations must be issued before the
233 County can do SEPA review on a project. The State SEPA rules (WAC 197-11-
158(4)) indicate:

234 In deciding whether a project specific adverse environmental impact has
235 been adequately addressed by an existing rule or law of another agency
236 with jurisdiction, the GMA county/city shall consult orally or in writing with
237 that agency and may expressly defer to that agency. In making this
238 deferral, the GMA county/city shall base or condition its project approval
on compliance with these other existing rules or laws.

239 This concept of consultation is already embodied in the proposed amendments in
240 WCC 16.08.160.E above. Therefore, the language highlighted above should be
241 deleted.
242

16.08.175 Purpose of this article and adoption by reference.

This article contains uniform usage and definitions of terms under SEPA. The county adopts the following sections by reference, as supplemented by WAC 173-806-040:

WAC

- 197-11-700 Definitions.
- 197-11-702 Act.
- 197-11-704 Action.
- 197-11-706 Addendum.
- 197-11-708 Adoption.
- 197-11-710 Affected tribe.
- 197-11-712 Affecting.
- 197-11-714 Agency.
- 197-11-716 Applicant.
- 197-11-718 Built environment.
- 197-11-720 Categorical exemption.
- 197-11-721 Closed record appeal.
- 197-11-722 Consolidated appeal.
- 197-11-724 Consulted agency.
- 197-11-726 Cost-benefit analysis.
- 197-11-728 County/city.
- 197-11-730 Decision maker.
- 197-11-732 Department.
- 197-11-734 Determination of nonsignificance (DNS).
- 197-11-736 Determination of significance (DS).
- 197-11-738 EIS.
- 197-11-740 Environment.
- 197-11-742 Environmental checklist.
- 197-11-744 Environmental document.
- 197-11-746 Environmental review.
- 197-11-750 Expanded scoping.
- 197-11-752 Impacts.
- 197-11-754 Incorporation by reference.
- 197-11-756 Lands covered by water.
- 197-11-758 Lead agency.
- 197-11-760 License.
- 197-11-762 Local agency.
- 197-11-764 Major action.
- 197-11-766 Mitigated DNS.

282 197-11-768 Mitigation.
283 197-11-770 Natural environment.
284 197-11-772 NEPA.
285 197-11-774 Nonproject.
286 197-11-775 Open record hearing.
287 197-11-776 Phased review.
288 197-11-778 Preparation.
289 197-11-780 Private project.
290 197-11-782 Probable.
291 197-11-784 Proposal.
292 197-11-786 Reasonable alternative.
293 197-11-788 Responsible official.
294 197-11-790 SEPA.
295 197-11-792 Scope.
296 197-11-793 Scoping.
297 197-11-794 Significant.
298 197-11-796 State agency.
299 197-11-797 Threshold determination.
300 197-11-799 Underlying governmental action.

301 In addition to those definitions contained within WAC 197-11-700 through 197-11-799, when used in this article,
302 the following terms shall have the following meanings, unless the context indicates otherwise:

303 A. "Early notice" means the county's response to an applicant stating whether it considers issuance of a
304 determination of significance (DS) likely for the applicant's proposal (mitigated determination of
305 nonsignificance (MDNS) procedures).

306 B. "ERC" means environmental review committee established in WCC 16.08.045.

307 C. "Facility Emissions" means greenhouse gas emissions associated with fossil fuel refineries or fossil fuel
308 transshipment facilities based upon the refining and processing of fossil fuels located within the Cherry Point
309 Heavy Industrial area.

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311 Rationale for Changes (shown with highlighting): On October 24, 2019, the Planning Commission
312 approved a motion to remove the proposed GHG mitigation requirements from the Zoning Code and
313 keep proposed GHG provisions in SEPA (with further discussion on the SEPA language at a later date).
314 The definition of "facility emissions" was in the proposed Zoning Code language. However, this term no
315 longer is used in the Zoning Code. Therefore, the definition was moved from the Zoning Code to the
316 County's SEPA rules. On June 25, 2020, the Planning Commission approved a motion to remove the
317 following elements from the original Council definition of facility emissions:

- 318 • The transportation within the borders of Whatcom County of refined and unrefined fossil fuels to
319 and from a facility located within the Cherry Point Heavy Industrial area, and
- 320 • The upstream emissions generated by the production and transport of raw products to the facility
321 such as crude oil feedstocks or other fuels used in production or energy generation at facilities.

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D. "Greenhouse Gas Emissions" means gases that trap heat in the atmosphere. "Greenhouse gas," "greenhouse gases," "GHG," and "GHGs" includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride, and any other gas or gases designated by the federal clean air act (United States Code Title 42, Chapter 85), state clean air act (Chapter 70.94 RCW) or state limiting greenhouse gas emissions law (Chapter 70.235 RCW).

E. "Lifecycle greenhouse gas emissions" means the aggregate quantity of greenhouse gas emissions (including direct emissions and significant indirect emissions), related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all greenhouse gases are adjusted to account for their relative global warming potential.

Rationale for Changes (shown with highlighting): On October 24, 2019, the Planning Commission approved a motion to remove the proposed GHG mitigation requirements from the Zoning Code and keep proposed GHG provisions in SEPA (with further discussion on the SEPA language at a later date). The definitions of "greenhouse gas emissions" and "lifecycle greenhouse gas emissions" are in the proposed Zoning Code language. However, these terms are only used in the definition of "renewable fuels" in the Zoning Code. They are most often used in the proposed SEPA rules. Therefore, these terms were inserted into the County's SEPA rules.

~~FE~~. "Ordinance" means the procedure used by the county to adopt regulatory requirements.

~~GD~~. "Responsible official" shall mean the director of the department which bears responsibilities for the SEPA process or his/her designee.

~~HE~~. "SEPA rules" means Chapter 197-11 WAC adopted by the Department of Ecology. (Ord. 98-048 Exh. A; Ord. 84-122 Part 8).

Exhibit C

CHAPTER 20.66 LIGHT IMPACT INDUSTRIAL (LII) DISTRICT

20.66.200 Prohibited uses.

All uses not listed as permitted, accessory, administrative approval, or conditional uses are prohibited, including but not limited to the following, which are listed here for purposes of clarity:

.201 Reserved.

.202 Adult businesses except those allowed as an administrative approval use under WCC 20.66.131.

.203 In the Bellingham Urban Growth Area the following uses are prohibited: ~~petroleum refinery and the primary manufacturing of products thereof,~~ primary manufacturing and processing of rubber, plastics, chemicals, paper, asbestos and products derived thereof, and primary metal industries.

~~.204 New fossil-fuel refinery; or new fossil fuel transshipment or facility unless permitted as a part of an existing refinery modification otherwise permitted under this code.~~

Rationale for Changes (shown with highlighting): The existing refineries are south of Grandview Rd., in the Heavy Impact Industrial zone. There are no refineries north of Grandview in the Light Impact Industrial zone.

Discussion/Notes: Prohibit fossil fuel related industries in the LII District; already prohibited in the Bellingham UGA. It does not appear that such uses exist in the LII zone; thus, we have only addressed the prohibition of fossil-fuel refinery and fossil fuel transshipment facility unless part of an existing refinery (e.g. transshipment).

CHAPTER 20.68 HEAVY IMPACT INDUSTRIAL (HII) DISTRICT

20.68.050 Permitted uses.

Unless otherwise provided herein, permitted and accessory uses shall be administered pursuant to the applicable provisions of Chapter 20.80 WCC, Supplementary Requirements, and Chapter 20.84 WCC, Variances, Conditional Uses, Administrative Uses and Appeals, the Whatcom County SEPA Ordinance, the Whatcom County Subdivision Ordinance and the Whatcom County Shoreline Management Program- ~~and implementing regulations. The purpose of the SIC numbers listed within this chapter is to adopt by reference other activities similar in nature to the use identified herein. (Policies of the subarea Comprehensive Plan may preclude certain permitted uses to occur in particular subareas. Please refer to the policies of the applicable subarea plan to determine the appropriateness of a land use activity listed below.)~~

.051 The manufacture and processing of food including meat (including packinghouses and slaughterhouses), dairy, fruits, vegetables, seafood, grain mill, large scale bakery, sugar and beverage products, provided the following criteria are met:

(1) Holding pens associated with packinghouses and slaughterhouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.

(2) The facility shall comply with the solid waste handling standards as set forth in Chapter 173-350 WAC, as administered by the Whatcom County health department as adopted by reference in Chapter 24.06 WAC.

(3) If required by the Washington State Department of Ecology, the following permits shall be obtained:

(a) State waste discharge permit (Chapter 173-216 WAC);

(b) Industrial stormwater permit – general permit (Chapter 173-226 WAC);

(c) An NPDES permit (Chapter 90.48 RCW and Chapter 173-220 WAC).

.052 Manufacturing and processing of textiles including weaving cotton, synthetic, silk or wool fabrics; knitting yarn and thread mills; textile bleaching, dyeing and printing; and carpet manufacture.

.053 The manufacture and processing of lumber and wood including sawmills; planing mills; millwork; veneer, plywood and prefabricated wood products; wooden containers and cooperage.

.054 The following are permitted uses except as otherwise prohibited:

(1) The manufacture and process of paper including pulp, paper and paperboard mills; and building paper and board mill products.

(2) The manufacture and processing of chemicals and allied products including industrial inorganic and organic chemicals; synthetic resins, rubber, fibers and plastic materials; soap, detergents and cleaning preparations; paint, linseed oil, shellac, lacquer and allied products; chemicals from gum and wood; and agricultural chemicals.

~~(3) Refining and storage of petroleum and asphalt fossil fuels, limited as follows:~~

~~(a) fossil fuel refineries, existing legally as of [XXX effective date].~~

~~(b) fossil fuel transshipment facilities existing legally as of [XXX effective date].~~

~~Discussion/Notes: Allow existing legal fossil fuel uses.~~

Rationale for Changes (shown with highlighting): Existing fossil fuel facilities have been moved to proposed WCC 20.68.068 below.

~~(34)~~ The manufacture and processing of rubber and plastic products.

~~(45)~~ Leather tanning and finishing.

- 431 ~~(56)~~ The manufacture and processing of cement and glass; and concrete, gypsum, plaster, abrasive, asbestos and nonmetallic
432 mineral products.
- 433 ~~(67)~~ Primary metal industries including blast furnaces and steel works; mills for primary smelting, secondary smelting,
434 refining, reducing, finishing, rolling, drawing, extruding, and casting of ferrous and nonferrous metals; and the manufacture
435 of miscellaneous metal products.

436 (7) Storage of asphalt in the Heavy Impact Industrial Zone.

437 *Discussion/Notes: Retained from (3) above in case of construction related businesses.*

438 ~~(9) The refining, storage, blending, manufacture and transshipment of renewable fuels, existing legally as of [XXX effective~~
439 ~~date]. Expansions of such existing facilities are subject to the provisions of Section 20.68.153.~~

440
441 Rationale for Changes (shown with highlighting): Existing renewable facilities are
442 addressed in proposed WCC 20.68.068 and 20.68.071 below.

443 .055 The fabrication of metal products including metal cans, hardware, hand tools, cutlery, heating apparatus, plumbing
444 fixtures, structural metal and stamping.

445 .056 The manufacture of machinery including engines; turbines; farm machinery and equipment; construction, mining and
446 materials handling equipment; machine tools and dies; and special and general industrial equipment.

447 .057 The manufacture of electrical machinery including transmission and distribution equipment, and industrial apparatus.

448 .058 The manufacture of transportation equipment including automobiles, trucks, buses, airplanes, boat building and repair,
449 railroad equipment, bicycles and motorcycles.

450 .059 Bulk commodity storage facilities, and truck, rail, vessel and ~~pipeline~~ transshipment terminals and facilities ~~except for~~
451 ~~fossil fuel facilities or fossil fuel transshipment facilities subject to the provisions of 20.68.153.~~ New fossil fuel storage and
452 transshipment facilities are expressly prohibited except as provided in Section 20.68.153.

453 Rationale for Changes (shown with highlighting): Proposed WCC 20.68.068, WCC 20.68.153,
454 and WCC 20.68.205 address permitted, conditionally permitted, and prohibited fossil fuel
455 facilities. The above change would simplify the proposed language by indicating that fossil
fuel facilities are not addressed by WCC 20.68.059.

456 .060 Stationary thermal power plants with generating capacity of less than 250,000 kilowatts, floating thermal power plants
457 with generating capacity of less than 50,000 kilowatts, and other power plants utilizing renewable resources from solar, wind
458 (Chapter 20.14 WCC) or water sources except that coal-fired power plants are prohibited.

459 Rationale for Changes (shown with highlighting): The Council's proposed
460 amendments would prohibit coal fired power plants (proposed WCC 20.68.207).
461 However, power plants are already permitted in the HII zone (WCC 20.68.060).
462 Therefore, WCC 20.68.060 should be modified to clarify that permitted power
plants do not include coal fired power plants.

463 .061 Heavy construction contractors.

464 .062 Public uses and community facilities including police and fire stations, libraries, activity centers, community centers,
465 park and recreation facilities identified in an adopted city or county Comprehensive Plan or Park Plan, and other similar
466 noncommercial uses, excluding state education facilities and correction facilities.

467 .063 One one-story detached accessory storage building per lot; provided, that the floor area shall not exceed 200 square feet
468 and shall only be used for personal storage and not for habitation or business; and provided further, that the storage building
469 shall contain no indoor plumbing but may be served with electrical power for lighting.

470 .064 Uses allowed in the Light Impact Industrial Zone as permitted uses, WCC 20.66.100, shall be permitted outright within
471 the Heavy Impact Industrial District in the Bellingham UGA.

472 .065 Trails, trailheads, restroom facilities and associated parking areas for no more than 30 vehicles.

473 .066 Marijuana production or processing facility.

474 .068 Existing fossil-fuel refineries, fossil-fuel transshipment facilities, renewable fuel refineries, renewable fuel
475 transshipment facilities, piers and docks legally established as of [XXX effective date of ordinance], uses including repairs,
476 improvements, maintenance, modifications, remodeling or other changes including but not limited to the following, provided
477 that a conditional use permit is not required by WCC 20.68.153:

478 (1) Accessory and appurtenant buildings, structures, and processing equipment.

479 (2) Office space.

480 (3) Parking lots.

481 (4) Radio communications facilities.

482 (5) Security buildings, fire stations, and operation centers.

483 (6) Storage buildings.

484 (7) Routine maintenance and repair.

485 (8) Environmental improvements and other projects that are required on the subject site by federal, state, regional, or local
486 regulations, including modifications of fossil fuel facilities for purposes of co-processing biomass with petroleum.

487 (9) Road projects and bridges.

488 (10) Temporary trailers.

489 (11) Heating and cooling systems.

490 (12) Cable installation.

491 (13) Information technology improvements.

492 (14) Continuous emissions monitoring systems or analyzer shelters.

493 (15) Wastewater and stormwater treatment facilities.

494 (16) Replacement and upgrading of existing equipment.

495 (17) Safety upgrades.

496 (18) Storage tanks.

497 (19) Pipelines carrying petroleum or petroleum products solely within the Heavy Impact Industrial zoning district.

498 (20) Pipelines carrying natural gas solely within the Heavy Impact Industrial zoning district.

499 (21) Renewable fuel production and shipment.

500 (22) Other similar structures or activities.

501 Rationale for Changes (shown with highlighting): Moving permitted uses associated with existing refineries and
502 transshipment facilities from former proposed WCC 20.68.802 to the permitted use section of the Heavy Impact
503 Industrial Zoning District for consistency with other sections of the Code. Additional items have been inserted as
permitted uses to address public comments, including pipelines (# 19 and 20) added on July 9, 2020. On August 13,
2020, the Planning Commission added the co-processing language to # 8 and inserted # 21 above.

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.070 New renewable fuel refineries or renewable fuel transshipment facilities, except that new piers, docks, or wharves in the Cherry Point Industrial District are prohibited.

Rationale for Changes (shown with highlighting): On December 12, 2019, the Planning Commission passed a motion that renewable fuel facilities be allowed as a permitted use (instead of a conditional use, as proposed by Council).

The Council's original proposed amendments would prohibit new piers, docks, or wharves in the Cherry Point Industrial District (proposed WCC 20.68.206 and 20.74.055). This is recognized in proposed WCC 20.68.070 by indicating that this provision does not apply to piers, docks, or wharves.

0.71 Expansion of existing legal renewable fuel refineries or renewable fuel transshipment facilities, provided that the expansion is for renewable fuels only.

Rationale for Changes (shown with highlighting): On January 16, 2020, the Planning Commission passed a motion that expansion of renewable fuel facilities be allowed as a permitted use (instead of a conditional use, as proposed by the County Council).

.081 Freight railroad switching yards and terminals, excluding uses addressed in .059.

.082 Marine port facilities, excluding uses addressed in .059, and excluding new piers, docks, or wharves.

.085 Type I solid waste handling facilities.

.086 Type II solid waste handling facilities.

20.68.100 Accessory uses.

.101 Employee recreation facilities and play areas.

.102 Restaurants, cafes and cafeterias operated primarily for the convenience of employees, clients and customers of the district.

.103 Temporary buildings for construction purposes for a period not to exceed the duration of such construction.

.104 When auxiliary to a principally permitted use: electric utility facilities; substations; generating plants, if less than 50 megawatt (MW) net plant capability; gas works; sewage disposal facilities; solid waste landfills and incinerators.

.105 Other accessory uses and buildings, including security services, customarily appurtenant to a principally permitted use.

.106 On-site treatment and storage facilities for hazardous wastes associated with outright permitted uses or approved conditional uses subject to the most current siting criteria under Chapter 173-303 WAC.

.107 Mini-day care centers, and day care centers operated by, maintained by or funded by business in the district for the purpose of serving the child care needs of employees whose place of employment lies within this zone district.

.108 Electric vehicle rapid charging stations and battery exchange facilities.

20.68.130 Administrative approval uses.

.131 Commercial mushroom substrate production limited to the Cherry Point Industrial Area and pursuant to the requirements as contained in WCC 20.15.020(2) (commercial mushroom substrate production facilities). (Ord. 2006-031 § 1 (Exh. A), 2006).

20.68.150 Conditional uses.

The following uses require a conditional use permit in the HII Zoning District.

.152 Uses allowed in the Light Impact Industrial zone as permitted uses, WCC 20.66.100, subject to the following:

(1) Outside of the Bellingham Urban Growth Area, approval shall be supported by a finding by the hearing examiner that allowing the use will not limit the supply of land available to meet the demand for future heavy industrial uses.

(2) Filing of a deed restriction acknowledging that heavy industrial uses are the preferred uses in the zone and agreeing not to protest proposed heavy industrial uses allowed in the zone in accordance with Chapter 20.68 WCC, and to refrain from legal action against any heavy industrial use in compliance with the regulations of WCC Title 20 and any conditions of approval which might have been proposed.

.153 Expansion of existing legal fossil or renewable fuel refineries operations and the primary manufacturing of products thereof or expansion of existing legal fossil or renewable fuel transshipment facilities. For purposes of this section, an expansion is any Fossil Fuel Refinery and/or Fossil Fuel Transshipment Facility development (including otherwise permitted or accessory uses), vested after the effective date of this ordinance, that meets any one of the following thresholds:

A. Cumulatively increases its maximum atmospheric crude distillation capacity of fossil fuels by more than 10,000 barrels (or 420,000 gallons) per day based upon an evaluation of physical equipment limitations conducted by a licensed professional engineer; or

B. Cumulatively increases the maximum transshipment capacity of the facility by more than 10,000 barrels (or 420,000 gallons) per day; or

C. Cumulatively increases the maximum transshipment capacity of unrefined fossil fuels from the facility by more than 10,000 barrels (or 420,000 gallons) per day.

If a conditional use permit is obtained, the baseline for determining the cumulative increases is reset.

Rationale for Changes (shown with highlighting): On January 16 and 30, 2020, the Planning Commission approved motions defining what activities constitute an “expansion” and when a conditional use permit is required. On January 16, 2020, the Planning Commission also approved a motion to move expansion of renewable fuel facilities from conditional use to permitted use, as long as the expansion is for the increased production of renewable fuels. On August 13, 2020, in response to the joint Industry/RE Sources proposal, the Planning Commission approved a motion to remove certain fossil fuel storage tank capacity increases from the above list of improvements that require a conditional use permit (storage tanks are a permitted use under proposed WCC 20.68.068).

Such expansions shall be subject to the conditional use criteria below:

(1) The conditional use permit approval criteria listed under WCC 20.84.220 are met;

(2) Within shorelines, if applicable, County approval shall be contingent upon approval of a shoreline permit;

(3) The applicant has documented to the satisfaction of the County decision maker all of the anticipated sources, types, and volumes of substances transferred in bulk at the facility. The permit shall be limited exclusively to those types and volumes of materials or products as documented and approved.

Rationale for Changes (shown with highlighting): Sources of raw materials may change over time and new sources may come on-line. It may be very difficult, if not impossible, to predict sources of materials over the life of a project.

(4) Insurance requirements meet the provisions of WCC Section 22.05.125.

(5) Mitigation of transportation impacts consistent with Chapter 20.78 WCC, Transportation Concurrency Management, and Chapter 16.24 WCC, Commute Trip Reduction.

(6) Mitigation of impacts to other services including fire and emergency response capabilities, water supply and fire flow, to address risks created by expansions.

(7) Prior to issuance of any site preparation or construction permits, and prior to occupancy and/or operation of the expanded facility, the applicant shall provide verifiable documentation to the county that the facility has been constructed consistent with any applicable federal or state requirements, including but not limited to water rights and use.

Rationale for Changes (shown with highlighting): Criterion 7 above, addressing federal and state requirements appears to be unnecessary because criterion 9 already addresses federal and state permitting.

(78) Plans for stormwater and wastewater releases have been approved.

(89) Prior to commencement of any site preparation or construction activities, all necessary state leases shall be acquired for any piers or aquatic lands improvements, and it shall be demonstrated to the satisfaction of the zoning administrator that the project applicant has met any federal or state permit or consultation requirements, including properly addressing tribal treaty rights or the provisions of the Magnuson Amendment through state and federal permitting decisions; and

(9) The County decision maker may approve a conditional use permit with a condition to obtain relevant leases and complete any necessary federal and state permitting requirements, and may restrict the conditional use permittee from undertaking site preparation or construction activities until it has fulfilled that condition.

(10) Minimization of greenhouse gas emissions and inclusion of local carbon offset mitigation projects; and

Rationale for Changes (shown with highlighting): On October 24, 2019, the Planning Commission approved a motion to remove the proposed GHG mitigation requirements from the Zoning Code and keep proposed GHG provisions in SEPA (with further discussion on the SEPA language at a later date).

(11) Demonstration that the proposal will retain or add living wage jobs or contribute to the Whatcom County economy;

Rationale for Changes (shown with highlighting): On January 30, 2020, the Planning Commission approved a motion to delete the living wage job language from the conditional use permit approval criteria.

.154 Treatment and storage facilities for hazardous wastes subject to the following:

(1) The ~~eight~~ criteria for a conditional use listed under WCC 20.84.200.

(2) The most current state siting criteria under Chapter 173-303 WAC.

(3) It shall be the responsibility of the applicant to document to the satisfaction of the approving body the anticipated sources, types, volumes and final disposition of hazardous wastes to be collected and the type of treatments associated with those wastes. The permit shall be limited exclusively to those types of wastes and treatments as documented and approved.

613 (4) Total off-site facility capacity shall be limited to that needed to treat and store wastes generated within Whatcom County
614 by generators requiring off-site management of hazardous wastes; provided, however, waste streams may be sourced from
615 other jurisdictions through interagency zone designation agreements as approved by the county council, not to exceed 10
616 percent of the total local hazardous waste stream.

617 (5) Prior to occupancy of the facility, the State Department of Ecology shall certify to the county that the facility has been
618 constructed consistent with state requirements.

619 (6) As a condition of approval, the applicant shall be required to keep and maintain accurate and current records of the types,
620 amounts, sources, and final disposition of hazardous wastes collected. The applicant shall provide such records annually to
621 the county, or sooner upon county request. If the facility is found to be exceeding the waste stream limitations or permit
622 restrictions, the county staff shall so report to the approving body who shall have the authority to revoke the permit,
623 following a public hearing, if the limitation has been exceeded absent an emergency situation. Any emergency must be
624 documented by county staff.

625 (7) Annual inspections of the facility shall be a minimum requirement. The applicant shall be required to forward copies of
626 all facility inspection reports to the county. If deficiencies are found, the operator shall, within 15 days, submit to the county
627 for approval an implementation schedule of corrective measures. Such schedule shall include specific completion dates and
628 inspection reporting procedures.

629 If the state does not inspect the facility within the year, the applicant shall be required to arrange and bear all costs for an
630 inspection by a qualified and independent inspection agency satisfactory to the county.

631 (8) Should the facility be found to consistently operate in a manner unsatisfactory to the county in regard to the public health
632 and safety, the permit may be revoked by the approving body following a public hearing.

633 .156 Public and private parks facilities not included in an adopted city or county Comprehensive Plan or Park Plan.

634 .157 Trailheads with parking areas for more than 30 vehicles.

635 .158 Athletic fields.

636 ~~.159 New renewable fuel refineries or renewable fuel transshipment facilities, subject to the conditional use permit criteria~~
637 ~~identified in WCC 20.68.153.~~

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639 Rationale for Changes (shown with highlighting): On December 12, 2019, the
640 Planning Commission passed a motion that new renewable fuel facilities should be
641 allowed as a permitted use (instead of a conditional use, as proposed by Council).
642 Therefore, a new code section, WCC 20.68.070, has been inserted indicating that
643 new renewable fuel facilities would be permitted outright uses.

643 .180 Major passenger intermodal terminals.

644 .187 Type III solid waste handling facilities; provided, that:

645 (1) The facility or site will not be located within the 100-year floodplain or the Lake Whatcom watershed. The facility or site
646 will not be located within any area identified in an adopted critical areas ordinance unless outside of the floodplain and at
647 least three feet in elevation higher than the floodway elevation;

648 (2) Solid waste handling facilities shall be located at least 1,500 feet from the following:

649 (a) All zoning district boundaries, except Commercial Forestry and Industrial Zones;

650 (b) Public parks, public recreation areas, or publicly-owned wildlife areas;

651 (c) Archaeological and historical sites that are registered with the State Office of Archaeology and Historic Preservation;

652 (d) Shorelines that are within the jurisdiction of the Shoreline Management Program;

- 653 (e) Rivers, streams or creeks that contain documented threatened or endangered fish species;
- 654 (f) This 1,500-foot buffer does not apply to:
- 655 (i) Structures used for offices, storage areas for equipment, and weigh scales. These facilities shall be set back from
656 the property line 100 feet or the standard zoning district setback, whichever is greater;
- 657 (ii) Inert landfills;
- 658 (3) Inert landfills shall be located at least 500 feet from the following:
- 659 (a) All zoning district boundaries, except Commercial Forestry and Industrial Zones;
- 660 (b) Public parks, public recreation areas, or publicly-owned wildlife areas;
- 661 (c) Archaeological and historical sites that are registered with the State Office of Archaeology and Historic Preservation;
- 662 (d) Shorelines that are within the jurisdiction of the Shoreline Management Program;
- 663 (e) Rivers, streams or creeks that contain documented threatened or endangered fish species;
- 664 (f) This 500-foot buffer does not apply to:
- 665 (i) Structures used for offices, storage areas for equipment, and weigh scales. These facilities shall be set back from
666 the property line 100 feet or the standard zoning district setback, whichever is greater;
- 667 (4) The facility or site will not result in filling or excavation, location of structures or buildings, driveways or machinery use
668 except for vegetation maintenance within 100 feet of any property line and except for driveways within 150 feet of any
669 county or state road right-of-way;
- 670 (5) The facility or site will have vehicular approaches designed to minimize conflict between automobile and truck traffic,
671 will maintain the carrying capacity of county roads, and will be located on a road classified as all weather, except where use
672 is shown to be intermittent and easily delayed until emergency conditions have passed;
- 673 (6) The facility or site has complied with the provisions of WCC 20.84.200 and all other ordinances and laws regulating solid
674 waste facilities and sites, such as but not limited to WCC Title 24, the Whatcom County SEPA Ordinance, as well as state
675 and federal regulations concerning solid waste facilities and sites;
- 676 (7) All landfills have a final closure plan meeting the requirements of WCC Title 24 and of Chapter 173-350 WAC, and the
677 closure plan includes:
- 678 (a) Reclamation in two to 10 acre increments, as appropriately responsive to the size and intensity of the particular
679 activity, with seeding to be accomplished annually but no later than September 30th; and
- 680 (b) Permanent vegetative cover that will maintain in healthy growing condition with the level of maintenance that is
681 covered through the financial assurance for post-closure activities;
- 682 (8) The buffer areas and visual screening shall include a minimum of 50 feet wide of landscaping meeting the requirements
683 of WCC 20.80.300 (Landscaping);
- 684 (9) Solid waste facilities or sites shall be located outside the 10-year time of travel boundary of a public water system's
685 delineated wellhead protection area;
- 686 (10) Solid waste facilities or sites that handle putrescible waste will be located at least 10,000 feet from airports serving
687 turbine-powered aircraft and at least 5,000 feet from airports serving piston-powered aircraft. These buffers shall be
688 measured from the boundary of the Airport Operations Zone or, if the airport is not within an Airport Operations Zone, from
689 the boundary of the airport property;
- 690 (11) In addition, the Whatcom County hearing examiner may impose conditions of approval which may be necessary to
691 protect the value and enjoyment of existing adjacent uses.

692 .188 Mitigation banks as a form of compensatory mitigation for wetland and habitat conservation area impacts when
693 permitted in accordance with the provisions of Chapter 16.16 WCC; provided, applications for mitigation banks shall be
694 processed as a major development project pursuant to Chapter 20.88 WCC.

695 20.68.200 Prohibited uses.

696 All uses not listed as permitted, accessory, administrative approval, or conditional uses are prohibited, including but not
697 limited to the following, which are listed here for purposes of clarity:

698 .201 Reserved.

699 .202 Adult businesses.

700 .203 In the Bellingham Urban Growth Area the following uses are prohibited: petroleum refinery and the primary
701 manufacturing of products thereof, primary manufacturing and processing of rubber, plastics, chemicals, paper, asbestos and
702 products derived thereof; and primary metal industries.

703 .204 New Fossil fuel refineries and the primary manufacturing of products thereof [XXX effective date].

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705 Rationale for Changes (shown with highlighting): On December 12, 2019, the Planning Commission
706 passed a motion that new fossil fuel refineries should be prohibited, as proposed by Council.
707 “Fossil fuel refinery” is defined by proposed WCC 20.97.160.4. The “primary manufacturing”
text is unnecessary. It is also unnecessary to insert the effective date into the code.

708 .205. New Fossil Fuel Transshipment Facilities; provided that, the following uses of facilities are not prohibited: (i) inter-
709 refinery shipments, (ii) transferring petroleum products during emergency scenarios where contingencies require petroleum
710 products to be moved, and (iii) necessary petroleum product transfers during turn-arounds or maintenance periods, including
711 bulk storage or transfer facilities for fossil fuels [XXX effective date].

712
713 Rationale for Changes (shown with highlighting): On August 13, 2020, in
714 response to the joint Industry/RE Sources proposal, the Planning Commission
715 approved a motion to modify proposed WCC 20.68.205 as shown above.

716 .206. New piers, docks, or wharves in Cherry Point Industrial District.

717
718 Rationale for Changes (shown with highlighting): Cite the full name of the zoning
district.

719 Discussion/Notes: Prohibit New Fossil Fuel Refineries. Prohibit Crude Oil and Coal Export
720 Facilities – made broader to Fossil Fuel transshipment.

721 .207 Coal-fired power plants.

722 (Ord. 2018-006 § 3 (Exh. C), 2018; Ord. 2016-011 § 1 (Exh. L), 2016; Ord. 99-078, 1999; Ord. 99-070 § 2, 1999; Ord. 91-
723 075, 1991).

724 20.68.250 Minimum lot size.

725 The minimum lot size shall be consistent with the area required to meet the building setback, lot coverage, buffer and
726 development standards of the district. (Ord. 97-057 § 1, 1997; Ord. 96-046 § 1, 1996).

727 **20.68.255 Minimum lot frontage.**

728 For the purpose of dividing property, minimum lot frontage shall be sufficient to provide adequate access and utility
729 development, and meet applicable building setback, buffer, and development standards of the district. In no case shall the
730 frontage be less than 30 feet. (Ord. 99-045 § 1, 1999).

731 **20.68.350 Building setbacks.**

732 Building setbacks shall be administered pursuant to WCC 20.80.200, 20.80.254 and 20.68.550. (Ord. 99-078, 1999).

733 **20.68.400 Height limitations.**

734 No maximum height is established; however, when a building exceeds 50 feet, the setback requirements of WCC 20.80.200
735 shall be increased by one foot for each foot of building height in excess of 50 feet, as applicable to all setbacks.

736 **20.68.450 Lot coverage.**

737 The maximum building or structural coverage shall not exceed 60 percent of the lot size.

738 **20.68.500 Open space.**

739 *Repealed by Ord. 97-057. (Ord. 96-046, 1996).*

740 **20.68.550 Buffer area.**

741 .551 The industrial user shall establish a buffer for building sites adjoining the boundary of the Heavy Impact Industrial
742 District (HII), which shall be located adjacent to the district boundary. The purpose of the buffer is to optimize the visual
743 appearance of the site by obscuring industrial activity from view by passing motorists, to contribute to on-site and off-site
744 impact abatement, and to move towards attaining compatibility with surrounding nonindustrial land uses and character.

745 .552 To implement the buffer requirements of this district, minimum setbacks for heavy industrial buildings and accessory
746 structures shall be established consistent with the following options:

747 (1) If a planting screen is not provided by the industrial user and no natural vegetative screening exists, the minimum
748 setback(s) shall be 660 feet, as measured from the edge of the district boundary. The setback area may be used for security
749 roads, parking, or open space.

750 (2) If natural sight-obscuring and dense vegetation exists, the minimum setback(s) shall be 250 feet, as measured from the
751 district boundary; provided, that a minimum width of 50 feet of natural vegetation is retained. The remainder of the
752 setback(s) may be used for security roads, parking, or open space.

753 (3) If a 50-foot buffer planting screen is established, pursuant to WCC 20.80.345, the minimum setback(s) shall conform to
754 the setback requirements of WCC 20.80.200, as measured from the district boundary. In addition, security roads may be
755 situated within the minimum buffer setback; provided, that the 50-foot-wide buffer planting is established.

756 (4) When a parcel situated within this district is located within the Bellingham Urban Growth Area and adjoins an Urban
757 Residential District or residential district within the city limits, setbacks for heavy industrial buildings and/or uses shall be
758 increased to 100 feet and landscaped in accordance with the requirements of WCC 20.80.345.

759 (5) In no case shall the setback from the northern and western boundaries of the Cherry Point heavy industrial area not
760 contiguous to another industrial zone be less than 660 feet, nor the natural vegetation removed except for parking and
761 security or protective uses.

762 .553 Uses other than heavy industrial will conform to the normal setback requirements as set forth in WCC 20.80.200 and
763 20.80.254(3) and the buffering requirements for light impact industrial uses WCC 20.66.551.

764 .554 If any part of said buffer area is separated from, or sold to any contiguous or adjacent owner, lessee or user, the parcel so
765 separated or sold shall be used only as a buffer area in accordance with the above requirements. (Ord. 2019-013 § 1 (Exh. A),
766 2019; Ord. 2018-006 § 3 (Exh. C), 2018; Ord. 99-078, 1999; Ord. 97-057 § 1, 1997; Ord. 96-046 § 1, 1996; Ord. 89-117,
767 1989; Ord. 87-12, 1987; Ord. 87-11, 1987).

768 **20.68.600 Sign regulations.**
 769 Sign regulations shall be administered pursuant to WCC 20.80.400.

770 **20.68.650 Development criteria.**
 771 (Ord. 96-056 Att. A § A1, 1996).

772 **20.68.651 Landscaping.**
 773 Refer to WCC 20.80.300 for landscaping requirements. (Ord. 89-117, 1989).

774 **20.68.652 Off-street parking and loading.**
 775 Off-street parking and loading provisions shall be administered pursuant to WCC 20.80.500. In addition, loading areas must
 776 be located in such a manner that no loading, unloading and/or maneuvering of trucks associated therewith takes place on
 777 public rights-of-way.

778 **20.68.653 Drainage.**
 779 All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No
 780 project permit shall be issued prior to meeting those requirements. (Ord. 2019-013 § 1 (Exh. A), 2019; Ord. 96-056 Att. A §
 781 A2, 1996; Ord. 94-022, 1994).

782 **20.68.654 Driveways.**
 783 Consistent with WCC 20.80.640, driveway plans shall be reviewed by the county engineer or State Department of
 784 Transportation, as applicable. (Ord. 2013-057 § 1 (Exh. A), 2013; Ord. 84-38, 1984).

785 **20.68.655 Access.**
 786 Access shall conform to the provisions of WCC 20.80.565 and 20.80.660. (Ord. 89-117, 1989).

787 **20.68.656 Maintenance.**
 788 The owner, lessee or user shall be responsible for maintaining an orderly appearance of all properties, and shall be
 789 responsible for assuring the care and maintenance of any natural growth, where appropriate.

790 **20.68.657 Enclosure.**
 791 All manufacturing or fabrication processes which have the potential to produce off-site impacts of a detrimental nature,
 792 including light, glare, odors and noise impacts, shall be sufficiently enclosed to mitigate the impacts. (Ord. 99-078, 1999).

793 **20.68.700 Performance standards.**

794 **20.68.701 *Pollution control and nuisance abatement.***
 795 Each industry is required to continuously employ the best pollution control and nuisance abatement technology when
 796 reasonably and practicably available for each particular industry; provided, that where federal, state, or regional laws or
 797 regulations provide for the level of technology to be employed, the appropriate standards shall apply.

798 **20.68.702 *Heat, light and glare.***
 799 All operations and facilities producing heat, light or glare, including exterior lights, shall be so constructed, screened or used
 800 as to not unreasonably infringe upon the use and enjoyment of property beyond the boundaries of the district.

801 **20.68.703** *Ground vibration.*

802 No ground vibration other than that caused by highway vehicles, trains or construction activity shall be permitted, which is
803 discernible without instruments, at or beyond the property line for the use concerned.

804 **20.68.704** *Odors.*

805 No odors, dust, dirt, or smoke shall be emitted that are detectable, at or beyond the property line for the use concerned, in
806 such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe
807 upon the use and enjoyment of property beyond the boundaries of the district. (Ord. 91-075, 1991).

808 **20.68.705** *Noise.*

809 No use in this district shall exceed the maximum environmental noise level established by Chapter 173-60 WAC. (Ord. 91-
810 075, 1991).

811 **20.68.706** *Toxic gases and fumes.*

812 Any release of toxic gases or fumes must be in compliance with Washington State and Northwest Air Pollution Control
813 Authority standards. (Ord. 91-075, 1991).

814 **20.68.707** *Liquid pollutants.*

815 There shall be no off-site release to soil or surface drainage ways of water borne or liquid pollutants. (Ord. 91-075, 1991).

816 **20.68.708** *Appearance.*

817 New facilities developed in the Bellingham Urban Growth Area shall be designed, constructed, operated, and maintained so
818 as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and such
819 uses shall not change the essential character of the same area. (Ord. 2018-006 § 3 (Exh. C), 2018; Ord. 99-078, 1999).

820 **20.68.709** *Marijuana odor.*

821 For indoor facilities no odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a
822 concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon
823 the use and enjoyment of neighboring use. The applicant shall install an exhaust system that is designed and constructed to
824 capture sources of contaminants to prevent spreading of contaminants or odors to other occupied parts of the building or
825 surrounding area. The system must be designed by a licensed Washington State professional engineer. (Ord. 2015-006 Exh.
826 A, 2015).

827 **20.68.800. Fossil Fuel or Renewable Fuel Refineries or Transshipment Facilities**

828 This section applies to fossil fuel refineries fossil fuel transshipment facilities, renewable fuel refineries, or renewable fuel
829 transshipment facilities.

830 **801. Environmental Review and Greenhouse Gas Mitigation**

831 (1) State Environmental Policy Act (SEPA) review shall be conducted consistent with WCC Chapter 16.08. Fossil fuel or
832 renewable fuel facility capacity expansions or fossil fuel or renewable fuel transshipment facility expansions are subject to
833 applicable SEPA requirements.

834 **(2) Greenhouse gas emission analysis required:**

835 (a) For the first expansion requiring County land use permits after the date of this ordinance, a baseline calculation of
836 existing facility emissions of greenhouse gases shall be provided by the applicant addressing the average of the prior
837 three year throughput. See facility emissions definition in WCC 20.97.124.1 for the scope and geography of the
838 analysis. Calculation of baseline greenhouse gas emissions shall follow the methodology used for facility

greenhouse gas reports to the State of Washington Department of Ecology, and to the US Environmental Protection Agency Electronic Greenhouse Gas Reporting Tool (e-GGRT), or successor state or federal emissions reporting tool or requirements.

(i) The data used to calculate the current actual throughput average shall be obtained from official government reports from the refinery to federal or state agencies regarding production of the refinery or a particular process unit to be expanded. This information shall be provided by the project applicant and verified by the County at the time of application for any land use or construction permits.

(ii) For crude oil, refinery capacity is based on atmospheric Crude Distillation Capacity (barrels per calendar day), consistent with data collected by the US Energy Information Administration. The zoning administrator may approve another measure of capacity or source that is consistent with (a) and (a)(i). (b) Facility emissions, defined in WCC 20.97.124.1, shall be quantified for each expansion of refining and storage capacity in the application for land use or construction permits and in SEPA documents analyzing the impacts of an expanded facility.

~~(c) The emissions analysis shall identify how mitigation will offset greenhouse gas emissions generated.~~

(d) Calculations of the baseline facility emissions and the projected increases shall be consistent with rules and methods adopted by the State of Washington Department of Ecology and shall include upstream greenhouse gas emission calculations for feedstocks used in the refining process as provided in (e) below.

(e) Emissions generated upstream of the refinery facility for production and transport of raw materials used for refinery expansions shall be quantified using the latest version of the GREET Model developed by Argonne National Laboratories or, for raw materials produced in Canada, the latest version of the GH Genius model developed by Canadian national agencies may be used.

(f) The County may condition the permit to ensure appropriate mitigation consistent with subsection (3) and may require periodic monitoring of greenhouse gas reduction measure effectiveness. Greenhouse gas mitigation proposed by the permit applicant shall be additional, real and quantifiable and shall not be required under any other regulatory mechanism.

(g) Should a national or state greenhouse gas mitigation requirement be adopted that pre-empts or would cause duplication through local greenhouse gas mitigation, the County may defer to the national or state program.

~~(3) Local mitigation of greenhouse gas emissions shall be required, whenever calculated greenhouse gas emissions above the baseline for a 3-year average (per section .801(2)(a)), after the effective date of this section [XXX].~~

(a) The applicant shall identify local carbon offset projects including the type and extent, duration, and expected greenhouse gas reductions, to the satisfaction of the County's SEPA Responsible Official. Greenhouse gas mitigation proposed by the applicant shall be additional, real and quantifiable and shall not be required under any other regulatory mechanism.

(b) The County may, upon request by the Applicant, approve a fee in lieu of providing a local mitigation project. The County shall use collected fees in lieu of mitigation for local greenhouse gas mitigation projects that are additional, real and quantifiable and not required under any other regulatory mechanism. The in-lieu fee shall be set at \$60 per ton of carbon, based on the following document: US Environmental Protection Agency, Technical Update of the Social Cost of Carbon for Regulatory Impact Analysis Under Executive Order 12866 (May 2013, Revised August 2016). The fee shall be collected annually for the life of the fossil fuel facility or fossil fuel transshipment facility.

~~(c) Should a national or state greenhouse gas mitigation requirement be adopted that pre-empts or would cause duplication through local greenhouse gas mitigation, the County shall defer to the national or state program.~~

*Discussion/Note: Regarding the fee in lieu, per the US EPA, the Social cost of carbon (SC-
CO₂) "is a measure, in dollars, of the long-term damage done by a ton of carbon dioxide
(CO₂) emissions in a given year. This dollar figure also represents the value of damages
avoided for a small emission reduction (i.e., the benefit of a CO₂ reduction)." See:
<https://19january2017snapshot.epa.gov/climatechange/social-cost-carbon.html>. If the*

County wishes to increase the mitigation fee it may do so by ordinance with an accompanying rationale such as inflation, updated US EPA guidance or other factors.

Rationale for Changes (shown with highlighting): On October 24, 2019, the Planning Commission approved a motion to remove the proposed GHG mitigation requirements from the Zoning Code and keep proposed GHG provisions in SEPA (with further discussion on the SEPA language at a later date). The above changes would delete the proposed GHG provisions from the Zoning Code.

20.68.802 Non-Capacity Improvements

(1) Expansions of existing legal fossil fuel refineries, fossil fuel transshipment facilities, renewable fuel refineries, or renewable fuel transshipment facilities for non-capacity purposes are outright permitted uses. Examples of non-capacity improvements include, but are not limited to:

(a) accessory buildings;

(b) office space;

(c) parking lots;

(d) radio communications facilities;

(e) security buildings;

(f) storage buildings, and

(g) other similar structures or activities;

(2) Regular equipment maintenance, replacement, safety upgrades, and environmental improvements are outright permitted uses, but shall mitigate greenhouse gas emissions if required by WCC 20.68.801.

Rationale for Changes (shown with highlighting): Moving permitted uses associated with existing refineries and transshipment facilities from proposed WCC 20.68.802 above to the permitted use section of the Heavy Impact Industrial Zoning District for consistency with other sections of the Code, where additional items have been inserted as permitted uses to address public comments. Additionally, the reference to GHG mitigation provisions in the Zoning Code has been deleted.

CHAPTER 20.74 CHERRY POINT INDUSTRIAL (CP) DISTRICT

20.74.010 Purpose.

The purpose of the Cherry Point Industrial District is to implement the policies of the Cherry Point Major Industrial Urban Growth Area section of the Whatcom County Comprehensive Plan by establishing a range of land uses and types of development appropriate for the Cherry Point UGA and to encourage large scale master planning of industrial sites to preserve sites of sufficient size to accommodate major port and industrial development. (Ord. 98-083 Exh. A § 57, 1998).

20.74.020 Applicability.

This chapter is applicable to the entire Cherry Point Major Industrial Urban Growth Area. (Ord. 98-083 Exh. A § 57, 1998).

20.74.030 Permitted uses.

(1) Primary permitted uses:

(a) Area south of Grandview: Uses shall include the range of port and large scale industrial uses allowed in the Heavy Impact Industrial District, Chapter 20.68 WCC, as well as large scale high technology businesses.

(b) Area north of Grandview: Uses shall include the range of port and large scale industrial uses allowed in the Light Impact Industrial District, Chapter 20.66 WCC.

(2) Secondary permitted uses shall include smaller scale industrial uses, nonretail commercial uses, and industry-related professional services, provided the secondary use supports or is supported by primary permitted uses in the Cherry Point Industrial Urban Growth Area. (Ord. 98-083 Exh. A § 57, 1998).

20.74.040 Accessory uses.

Accessory uses shall be the same as those permitted in the Heavy Impact Industrial District, Chapter 20.68 WCC. (Ord. 98-083 Exh. A § 57, 1998).

20.74.050 Conditional uses.

Conditional uses shall be the same as those permitted in the Heavy Impact Industrial District, Chapter 20.68 WCC. (Ord. 98-083 Exh. A § 57, 1998).

20.74.055 Prohibited uses.

Prohibited uses shall be the same as those prohibited in the Light Impact Industrial District as applicable (Chapter 20.66), the Heavy Impact Industrial District as applicable, (Chapter 20.68 WCC), and the following:

Rationale for Changes (shown with highlighting): The Cherry Point Industrial District includes both the Heavy Impact Industrial and Light Impact Industrial zone. Therefore, both should be referenced.

(1) New piers, docks, or wharves.

(2) Conversion of Renewable Fuel Refinery or Renewable Fuel Transshipment Facilities to fossil fuel facilities is prohibited, except as allowed under WCC 20.74.115 and WCC 20.68.153.

20.74.060 Master site plan requirements.

(1) Development in the Cherry Point Industrial District requires the review and approval of a master site plan, including SEPA review. Acceptable master site plans include site plans and supporting information submitted and approved for applications for a building permit, a short subdivision, a preliminary plat, a binding site plan, a major project permit or a planned unit development.

- 954 (2) The minimum area for a master site plan (planning block) shall be 160 acres, or the entire property under common
955 ownership if the common ownership is less than 160 acres.
- 956 (3) Each planning block shall include one lot of not less than 40 acres in size to be designated as the site for a port or major
957 industrial activity; provided, that if the planning block is 40 acres or smaller, the requirement for the major industrial site
958 shall be waived.
- 959 (4) Within a planning block, one or more parcels smaller than 40 acres may be created for secondary uses.
- 960 (5) Review and approved of a master site plan for a planning block shall be included in the approval of any building permit,
961 short subdivision, preliminary plat, binding site plan, major project permit or a planned unit development and shall be subject
962 to the same review and approval standards, including SEPA review, as the plat, binding site plan or permit. Each master site
963 plan shall identify, as appropriate, the proposed phasing of the development including the construction of public and private
964 facilities and utilities. The master site plan or supporting documentation as appropriate shall also include any mitigation
965 required under SEPA and the county critical areas ordinance. (Ord. 98-083 Exh. A § 57, 1998).

966 **20.74.070 Minimum lot size and parcelization.**

967 The minimum lot size in the Cherry Point Industrial District shall be 40 acres; provided, that lots less than 40 acres may be
968 permitted as follows:

- 969 (1) When the lots are to be located within a development approved as a major project under Chapter 20.88 WCC consistent
970 with the master site plan requirements in this chapter.
- 971 (2) When the lots are to be located within a development approved as a planned unit development under Chapter 20.85 WCC
972 consistent with the master site plan requirements of this chapter.
- 973 (3) When the lots are part of a short subdivision, long subdivision or binding site plan approved as consistent with the master
974 site plan requirements of this chapter.
- 975 (4) When the administrator finds that the lot(s) will be developed with a use(s) that is consistent with the intent of the district
976 and will not interfere with the development of the primary large uses intended by the Comprehensive Plan.
- 977 (5) When an existing lot of record is less than 40 acres, provided further division is consistent with this section. (Ord. 98-083
978 Exh. A § 57, 1998).

979 **20.74.080 Design standards.**

980 Unless otherwise modified by this chapter, building height, setbacks, landscaping, open space and other building and site
981 design standards for areas south of Grandview Road shall be the same as those of the Heavy Impact Industrial District,
982 Chapter 20.68 WCC; and for the area north of Grandview Road, the same as those of the Light Impact Industrial District,
983 Chapter 20.66 WCC. (Ord. 98-083 Exh. A § 57, 1998).

984 **20.74.090 Traffic demand management.**

985 RCW 36.70A.365 requires the implementation of traffic demand management (TDM) programs for designating a Major
986 Industrial Urban Growth Area. Any employer in the Cherry Point Urban Growth Area that employs 100 or more full-time
987 employees at a single worksite who begin their regular work day between 6:00 a.m. and 9:00 a.m. on weekdays for at least 12
988 continuous months during the year are required to meet the TDM requirements of Chapter 16.24 WCC.

989 (1) Employers located in Cherry Point who have not implemented a TDM program shall implement a TDM program by
990 December 1, 2011.

991 (2) Employers in Cherry Point meeting the criteria for having to complete a plan after December 1, 2011, shall meet the
992 requirements of this section within one year of having met the criteria. (Ord. 2009-071 § 2 (Exh. B), 2009).

993 **20.74.100 Drainage.**

994 All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No
995 project permit shall be issued prior to meeting those requirements. (Ord. 2019-013 § 1 (Exh. A), 2019).

20.74.110 Change of Use

A change of use occurs when the occupancy of a building or a site use changes from one use to another in whole or in part. A change of use permit is required to document a change of use, even where no alterations are planned or required by the code. This shall be processed as a Type I permit in Chapter 22.05 WCC. The new use shall ensure:

(1) Applicable building and construction codes are met per Title 15;

(2) Consistency with the requirements of the CP Industrial District, Chapter 20.74, and base zone; and

(3) Transportation concurrency requirements are met per Chapter 20.78;

Discussion/Notes: Change of Use Provisions. Focus is on consistency with the CP district where this permit applies;

Rationale for Changes (shown with highlighting): On January 30, 2020, the Planning Commission passed a motion to delete the proposed change of use provisions above. Concerns have been expressed relating to the potential conversion of an existing refinery/transshipment facility into a crude oil transshipment facility (e.g. see Resolution 2019-037). The Planning Commission language for proposed WCC 20.68.153 addresses this potential situation by requiring a conditional use permit if shipping capacity of unrefined fossil fuels were to increase over a certain level.

20.74.115 Change of Use of Renewable Fuels Facilities.

A change of use of a Renewable Fuel Refinery or Renewable Fuel Transshipment Facilities to a fossil fuel facility inside the boundary of an existing legal fossil fuel refinery requires a conditional use permit subject to WCC 20.68.153. Other changes of use from Renewable Fuel Refinery or Renewable Fuel Transshipment Facilities to fossil fuel facilities are prohibited.

1028 CHAPTER 20.88 MAJOR PROJECT PERMITS

1029 20.88.100 Major project permits.

1030 .110 All major developments shall, prior to any construction, obtain a major project permit.

1031 .120 A major project permit will be required for mitigation banks proposed in accordance with the provisions of Chapter
1032 16.16 WCC and for any proposed development that meets any two of the following conditions:

Cost

(estimated construction cost exclusive \$5,000,000
of land value)

Size

Retail 75,000 square feet

office or industrial (gross leasable floor space) 200,000 square feet

Residential 300 dwelling units

motel/hotel 200 units

Number of Employees 250

SEPA Review An EIS is required

1033

1034 In addition, the zoning administrator may make an administrative determination after receiving a recommendation from the
1035 technical review committee that any project be considered a major development, if in the opinion of the administration it is of
1036 a nature that council review would be appropriate.

1037 .130 Pursuant to WCC 22.05.120 the hearing examiner shall recommend to the county council project approval, approval
1038 with conditions, or denial, based upon written findings and conclusions supported by the evidence of record. The hearing
1039 examiner's recommendation and county council's decision shall determine the adequacy of a major project permit application
1040 based on the following criteria:

1041 (1) Will comply with the development standards and performance standards of the zone in which the proposed major
1042 development will be located; provided where a proposed major development has obtained a variance from the development
1043 and performance standards, standards as varied shall be applied to that project for the purposes of this act.

1044 (2) Where the project is conditionally permitted in the zone in which it is located, the project must satisfy the standards for
1045 the issuance of a conditional use permit for the zone in which the project is located.

1046 ~~(3) Will be consistent with applicable laws and regulations.~~

1047 (3) Prior to commencement of any site preparation or construction activities, W will obtain, if required, a state aquatic lands
1048 lease, and all other necessary permits consultations and authorizations, including federal determinations that the project will

not interfere with treaty fishing rights of tribal nations, the limits set forth in the "Magnuson Amendment" under 33 U.S.C. § 476(b) (2004), Section 10 of the Rivers and Harbors Act (for structures in or over navigable waters of the U.S.), the Coastal Zone Management Act (including any state Department of Ecology shoreline conditional use or variance approval), the Clean Air Act, and/or under the Clean Water Act, including but not limited to a federal Section 404 authorization (for fill into waters of the U.S.) and a state Section 401 water quality certification, prior to issuance of any site preparation or construction permits necessary to construct a facility authorized under a major project permit.

(4) Will not substantially interfere with the operation of existing uses.

(5) Will be served by, or will be provided with essential utilities, facilities and services necessary to its operation, such as roads, drainage facilities, electricity, water supply, sewage disposal facilities, and police and fire protection. Standards for such utilities, facilities and services shall be those currently accepted by the state of Washington, Whatcom County, or the appropriate agency or division thereof.

(6) Will not impose uncompensated requirements for public expenditures for additional utilities, facilities and services, and will not impose uncompensated costs on other property owned.

(7) Will be appropriately responsive to any EIS prepared for the project.

.140 In addition, the hearing examiner may recommend or county council may impose any reasonable conditions precedent to the establishment of the major development as may be required to mitigate impacts of the proposal on the natural environment of the county, and to protect the health, safety and general welfare of the people of the county consistent with the policies for environmental protection set forth in the Comprehensive Plan. The County decision maker may approve a major project permit with a condition to obtain relevant leases and complete any necessary federal and state permitting requirements, and may restrict the major project permittee from undertaking site preparation or construction activities until it has fulfilled that condition.

.150 The hearing examiner may recommend or county council may also approve alternative mitigation plans for major project permits in accordance with WCC 16.16.260(E) which may be used to satisfy the requirements of Chapter 16.16 WCC and provide relief from the specific standards and requirements thereof.

20.88.200 Procedure.

.205 If a major project permit is determined to be required, an application shall be completed and filed along with the appropriate fees, and the application shall be processed in accordance with Chapter 22.05 WCC. A master plan is required as part of the application for a major project permit. The master plan document shall include all elements required per the department's administrative manual.

.210 Development Standards. The master planmajor project permit may propose standards that will control development of the possible future uses that are in addition to, or substitute for, requirements of this chapter. These may be such things as height limits, setbacks, frontage, landscaping requirements, parking requirements, signage, view corridors or facade treatments. Proposed standards that do not meet the minimum county standards must obtain the appropriate variance prior to county approval of the proposed standards. If the proposed design standards will apply to property located partially or totally within an urban growth area, concurrence of the affected city will be required.

.215 Procedures. Master plan-Major project permit review shall be conducted under current review procedures. Other land use reviews may be conducted concurrently with the master plan-major project permit review.

(a) Any modifications, additions or changes to an approved master plan are subject to the following:

(i) Minor changes shall be reviewed for compliance and compatibility with the approved master planmajor project permit.

(1) A determination is made by the director. The director is authorized to consult a technical committee at his/her discretion.

(2) Minor changes are those amendments which may affect the dimensions, location and type of improvements of facilities; provided, the amendment maintains the basic character of the major project permit application approved by the county council including general type and location of dwellings and other land use activities, arrangement of buildings, density of the development, and provisions of the

1095 project to meet density bonus and open space requirements, or capacity limits, and maintains required
1096 conditions or mitigation.

1097 (ii) Major changes shall be subject to the original procedural application type, subject to the fees as contained in
1098 the unified fee schedule.

1099 (iii) ~~Master plans~~Major project permits may include, as a condition of their approval, a requirement for periodic
1100 progress reports and mandatory updates on a predetermined interval.

1101
1102 Rationale for Changes (shown with highlighting): A master plan is one component
1103 of the major project permit. The procedures above should relate to the entire
1104 permit (not just one component of the permit).

1105 .220 through .265 *Reserved.*

1106 .270 Where a project requires a major project permit, that project shall be exempt from the requirement of obtaining a
1107 conditional use permit.

1108 .275 Major project permits: Where an applicant has applied for a planned unit development or a development agreement, that
1109 project shall be exempt from the requirement to obtain a major project permit except in the Cherry Point Industrial District.

1110 .280 Major project permits in the Cherry Point Industrial District: where a project in the Cherry Point Industrial District
1111 requires a major project permit, the major project permit shall be concurrently processed with other required land use permits
1112 including but not limited to: Cherry Point master site plan, conditional use permit, planned unit development, or development
1113 agreement.

1114 Rationale for Changes (shown with highlighting): The master plan is part of a permit application (not a permit in
1115 itself). Additionally, when a major project permit is required, it is exempt from the conditional use permit (WCC
1116 20.88.270 above).

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CHAPTER 20.97 DEFINITIONS

Discussion/Notes: Definitions added are based on a review of federal (US Energy Information Administration, US Census, Code of the Federal Register, Revised Code of Washington), County Ordinance NO. 2018-007, Resolution 2019-004 and examples addressed in the White Paper.

20.97.052.1 Change of Use

“Change of use” means when a building or occupancy is altered or replaced, for example from manufacturing to office.

Renumber Section 20.97.052.1 Child care facilities to 20.97.052.2 Child care facilities.

20.97.124.1 Facility Emissions.

“Facility Emissions” are greenhouse gas emissions associated with fossil fuel or renewable fuel refineries or fossil or renewable fuel transshipment facilities based upon:

(1) the transportation within the borders of Whatcom County of refined and unrefined fossil fuels to and from a facility located within the Cherry Point Heavy Industrial area, and

(2) the refining and processing of fossil fuels located within the Cherry Point Heavy Industrial area, and

(3) the upstream emissions generated by the production and transport of raw products to the facility such as crude oil feedstocks or other fuels used in production or energy generation at facilities.

Rationale for Changes (shown with highlighting): On October 24, 2019, the Planning Commission approved a motion to remove the proposed GHG mitigation requirements from the Zoning Code and keep proposed GHG provisions in SEPA (with further discussion on the SEPA language at a later date). The term “facility emissions” is no longer is used in the Zoning Code. Therefore, this definition has been moved to the County’s SEPA rules, where it would be used.

20.97.160.2 Fossil Fuels.

“Fossil fuels” include coal, petroleum, crude oil, natural gas, oil shales, bitumens, tar sands, propane, butane, and heavy oils. All contain carbon and were formed as a result of geologic processes acting on the remains of organic matter. Renewable fuels are not fossil fuels.

Rationale for Changes (shown with highlighting): The U.S. Energy Information Administration defines “Petroleum” as:

A broadly defined class of liquid hydrocarbon mixtures. Included are crude oil, lease condensate, unfinished oils, refined products obtained from the processing of crude oil, and natural gas plant liquids. Note: Volumes of finished petroleum products include non hydrocarbon compounds, such as additives and detergents, after they have been blended into the products.

While crude oil is a type of petroleum, it might be useful to insert it in the definition so the reader can know that without going to another source. This would be consistent with the definition of “Fossil-Fuel Refinery” below, which specifically refers to crude oil.

20.97.160.3 Fossil or Renewable Fuel Transshipment Facilities.

"Fossil Fuel Transshipment Facility" is a facility engaging primarily in the process of off-loading of fossil fuel or renewable fuel materials, refined or unrefined, refinery feedstocks, products or by products, from one transportation method (such as a ship, truck, or railcar) facility and loading it onto another transportation method facility for the purposes of transporting the fossil fuel such products into and/or out of Whatcom County. Examples of transportation facilities include ship, truck, or freight car. Fossil fuel transshipment facilities may also include pump and compressor stations and associated facilities. This definition shall include bulk storage or transfer facilities for the shipment of crude oil without refining or consuming within the Cherry Point Industrial District and shall exclude Small Fossil or Renewable Storage and Distribution Facilities.

Rationale for Changes (shown with highlighting): On August 13, 2020, in response to the joint Industry/RE Sources proposal, the Planning Commission approved a motion to modify proposed WCC 20.68.160.3 as shown above. Planning Commission also approved a motion to insert a separate definition of Renewable Fuel Transshipment Facilities (proposed WCC 20.97.350.4 below).

20.97.160.4 Fossil-Fuel Refinery.

A "Fossil-Fuel Refinery" means a facility that converts crude oil and other liquids into petroleum products including but not limited to gasoline, distillates such as diesel fuel and heating oil, jet fuel, petrochemical feedstocks, waxes, lubricating oils, and asphalt. Activities that support refineries include but are not limited to: bulk storage, manufacturing, or processing of fossil fuels or by products. This definition excludes Small Fossil or Renewable Storage and Distribution Facilities.

20.97.160.5 Fossil-Fuel Refinery Capacity.

"Fossil-Fuel Refinery Capacity" means the extent of refinery production capacity in relation to storage capacity. "Storage Capacity" is defined as total volume of all tanks at a facility and "Refining Production Capacity" is defined as the current actual throughput averaged over the latest three year reporting period prior to the date of a completed application for any necessary County permits obtained from official government reports from the refinery to federal or state agencies regarding production of the refinery or a particular process unit to be expanded.

Rationale for Changes (shown with highlighting): "Fossil-Fuel Refinery Capacity" does not occur in the proposal. "Refinery Capacity" appeared one time (proposed WCC 20.68.801(2)(a)(ii)), but the Planning Commission recommends deleting this section of the proposal. Therefore, a definition is not needed.

20.97.163 Greenhouse Gas Emissions

"Greenhouse Gas Emissions" means gases that trap heat in the atmosphere. "Greenhouse gas," "greenhouse gases," "GHG," and "GHGs" includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride, and any other gas or gases designated by the federal clean air act (United States Code Title 42, Chapter 85), or state clean air act (Chapter 70.94 RCW) or state limiting greenhouse gas emissions law (Chapter 70.235 RCW).

*Discussion/Notes: See RCW 70.235.010 and RCW 70.94.030 regarding State laws.
See also <https://www.epa.gov/ghgemissions/overview-greenhouse-gases>.*

20.97.201 Lifecycle Greenhouse Gas Emissions

"Lifecycle greenhouse gas emissions" means the aggregate quantity of greenhouse gas emissions (including direct emissions and significant indirect emissions), related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the

ultimate consumer, where the mass values for all greenhouse gases are adjusted to account for their relative global warming potential.

Discussion/Notes: Considers a definition under the Clean Air Act. See:
<https://www.epa.gov/renewable-fuel-standard-program/lifecycle-analysis-greenhouse-gas-emissions-under-renewable-fuel> and
<https://www.govinfo.gov/content/pkg/USCODE-2010-title42/html/USCODE-2010-title42-chap85.htm>.

20.97.202 Living Wage

“Living wage” means the hourly rate that an individual must earn to support their family, if they are the sole provider and are working full time (2080 hours per year). For the purposes of this definition family includes four individuals.

Discussion/Notes: Based on a definition published by Massachusetts Institute of Technology. See <http://livingwage.mit.edu/counties/53073>. There is a living-wage calculator for each state and each county within. Living wage ordinances vary in their wage rates, and they often set the hourly wage a full-time, year-round worker must earn to bring a family of four out of poverty. See: <http://www.forworkingfamilies.org/resources/policy-tools-living-wage>.

Rationale for Changes (shown with highlighting): On January 30, 2020, the Planning Commission passed a motion to delete the “living wage” job language from the conditional use permit approval criteria (proposed WCC 20.68.153). This term does not appear elsewhere in the proposal.

20.97.230 Maximum Atmospheric Crude Distillation Capacity

“Maximum Atmospheric Crude Distillation Capacity” or “MACDC” is the maximum number of barrels of input that the atmospheric distillation unit can process within a 24-hour period when running at maximum capacity. Maximum capacity is defined as the physical constraints of the atmospheric distillation process equipment as determined by a professional engineer licensed in the State of Washington and shall be measured in barrels per day.

NOTE: Renumber existing WCC 20.97.230 (definition of “May”) to WCC 20.97.231.

Rationale for Changes (shown with highlighting): On January 30, 2020, the Planning Commission approved a motion adding the above definition to the Zoning Code (the definition was proposed by industry). This term is used in proposed WCC 20.68.153.

20.97.350.1 Renewable Biomass

“Renewable biomass” includes but is not limited to the following:

- (1) Planted crops and crop residue harvested from agricultural land.
- (2) Planted trees and tree residue from a tree plantation.
- (3) Animal waste material and animal byproducts.
- (4) Slash and pre-commercial thinnings.

1236 (5) Organic matter that is available on a renewable or recurring basis.

1237 (6) Algae.

1238 (7) Separated yard waste or food waste, including recycled cooking and trap grease.

1239 (8) Items 1 through 7 including any incidental, de minimis contaminants that are impractical to remove and are related to
1240 customary feedstock production and transport.

1241 *Discussion/Notes: Adapted from based on federal renewable fuel definition,*
1242 <https://www.law.cornell.edu/cfr/text/40/80.1401>.

1243 20.97.350.2 Renewable Fuel

1244 "Renewable Fuel" means liquid fuels produced from renewable biomass and limited in terms of blending with fossil fuels.
1245 Common renewable fuels include ethanol and biodiesel:

1246 (1) "E85 motor fuel" means an alternative fuel that is a blend of ethanol and hydrocarbon of which the ethanol portion is
1247 nominally seventy-five to eighty-five percent denatured fuel ethanol by volume that complies with the most recent version of
1248 American society of testing and materials specification D 5798.

1249 (2) "Renewable diesel" means a diesel fuel substitute produced from nonpetroleum renewable sources, including vegetable
1250 oils and animal fats, that meets the registration requirements for fuels and fuel additives established by the federal
1251 environmental protection agency in 40 Code of Federal Regulations (C.F.R.) Part 79 (2008) and meets the requirements of
1252 American society of testing and materials specification D 975.

1253

Rationale for Changes (shown with highlighting): Federal regulations may be amended over time.

1254

1255 (3) Renewable fuels shall include those designed to result in a lifecycle greenhouse gas emission reduction of at least 50% or
1256 more under the Federal Clean Air Act. Renewable fuels shall not include products produced from palm oil or other
1257 feedstocks that cannot be proven to reduce greenhouse gas emissions utilizing accepted methods of the Washington State
1258 Department of Ecology or US EPA.

1259 *Discussion/Notes: A basic renewable fuel energy source is biomass. From biomass,*
1260 *common liquid fuel forms include ethanol and biodiesel. See:*
1261 https://www.eia.gov/energyexplained/?page=renewable_home.

1262 Washington State defines renewable diesel and E85 motor fuel in the motor fuel
1263 quality act (Chapter 19.112 RCW), which are integrated in the definition.

1264 Limiting fossil fuel percentages to 5% is workable for buses and power cars. See
1265 <http://www.cleanairtrust.org/Differences-Between-E85-and-E95.html>. E85 includes 15-
1266 25% fossil fuels and is used by flexibly fueled vehicles. See
1267 <https://www.fueleconomy.gov/feg/flextech.shtml>.

1268 Under the EPA renewable fuel standard, three of four renewable fuel categories must
1269 meet a 50% or 60% lifecycle greenhouse gas (GHG) reduction. A fourth conventional
1270 renewable ethanol must meet a 20% lifecycle GHG reduction. See:
1271 [https://www.epa.gov/renewable-fuel-standard-program/overview-renewable-fuel-](https://www.epa.gov/renewable-fuel-standard-program/overview-renewable-fuel-standard)
1272 [standard](https://www.epa.gov/renewable-fuel-standard-program/overview-renewable-fuel-standard).

20.97.350.3 Renewable Fuel Refinery

A “Renewable Fuel Refinery” means a facility that processes or produces renewable fuels. This definition excludes Small Fossil or Renewable Storage and Distribution Facilities.

20.97.350.4 Renewable Fuel Transshipment Facilities.

“Renewable Fuel Transshipment Facility” is a facility engaging primarily in the process of off-loading renewable fuel from one transportation method (such as a ship, truck, or railcar) and loading it onto another transportation method for the purposes of transporting the renewable fuel into and out of Whatcom County. This definition shall include bulk storage or transfer facilities for the shipment of renewable fuels without refining or consuming within the Cherry Point Industrial District and shall exclude Small Renewable Storage and Distribution Facilities.

Rationale for Changes (shown with highlighting): On August 13, 2020, the Planning Commission approved a motion to insert a new definition of Renewable Fuel Transshipment Facilities (it was previously combined with the definition of Fossil Fuel Transshipment Facilities).

20.97.425.1 Small Fossil or Renewable Fuel Storage and Distribution Facilities

“Small Fossil or Renewable Fuel Storage and Distribution Facilities” means:

(1) Equipment and buildings used for purposes of direct sale or distribution to consumers of fossil fuels or renewable fuels, or
(2) Accessory equipment that supplies fossil fuels or renewable fuels to an onsite allowed commercial or industrial operation, and that does not meet the definitions of fossil-fuel refinery, renewable fuel refinery, or fossil or renewable fuel transshipment facilities.

Rationale for Changes (shown with highlighting): Buildings may also be needed at small scale facilities.

20.97.434.1 Technical committee.

“Technical committee” or “technical review committee” means the designated representatives of the Whatcom County Planning and Development Services Director, who shall act as chairperson, the Whatcom County Public Works Director, and the Whatcom County Health Department Director.

Exhibit D

CHAPTER 22.05 PROJECT PERMIT PROCEDURES

22.05.020 Project permit processing table.

(1) Marked boxes in the table below indicate the required general steps for processing all project permit applications or administrative actions. The requirements for each step listed in the top row of the table are provided in WCC 22.05.040 through 22.05.160, as indicated. Specific requirements for each project permit can be found through the references given in the table.

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By: (see 22.05.090)	County Decision Maker (see 2.11.210, 22.05.120)	Appeal Body (see 2.11.210, 22.05.160, 23.60.150(H))
Type I Applications (Administrative Decision with No Public Notice or Hearing)									
Boundary Line Adjustment	21.03							Administrator	Hearing Examiner
Building Permit	15.04	(f)						Administrator	Hearing Examiner (i)
Natural Resource Assessment	Title 16							Administrator	Hearing Examiner
<u>Change of Use, Cherry Point Industrial District</u>	<u>Chapter 20.74</u>							<u>Administrator</u>	<u>Hearing Examiner</u>
Commercial Site Plan Review								Administrator	Hearing Examiner
Exempt Land Division	21.03							Administrator	Hearing Examiner
Floodplain Development Permit	Title 17							Administrator	Hearing Examiner
Land Disturbance Permit	15.04 and 20.80							Administrator	Hearing Examiner
Lot of Record/Lot Consolidation	20.83 and 20.97.220							Administrator	Hearing Examiner
Nonconforming Use	20.83							Administrator	Hearing Examiner
Removal of Development Moratorium	20.80.738(3)								
Shoreline Exemption	23.60	(a)						Administrator	Hearing Examiner
Zoning	22.20							Administrator	Hearing

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By: (see 22.05.090)	County Decision Maker (see 2.11.210, 22.05.120)	Appeal Body (see 2.11.210, 22.05.160, 23.60.150(H))
Interpretation									Examiner
Type II Applications (Administrative Decision with Public Notice; No Public Hearing)									
Administrative Use	20.84.235							Administrator	Hearing Examiner
Lot Consolidation Relief	20.83.070							Administrator	Hearing Examiner
Reasonable Use (b)	16.16							Administrator	Hearing Examiner
Shoreline Substantial (c)	23.60	(a)						Administrator (d)	Shorelines Hearings Board (h)
Shoreline Conditional Use (c)	23.60	(a)						Administrator (d)	Hearing Examiner
Short Subdivision	21.04							Administrator	Hearing Examiner
Type III Applications (Hearing Examiner Decision with Public Notice and Public Hearing)									
Conditional Use	20.84.200						Hearing Examiner	Hearing Examiner	Superior Court
Floodplain Development Variance	Title 17						Hearing Examiner	Hearing Examiner	Superior Court
Long Subdivision	21.05						Hearing Examiner	Hearing Examiner (g)	Superior Court
Binding Site Plan	21.07						Hearing Examiner	Hearing Examiner (g)	Superior Court
Reasonable Use (e)	16.16						Hearing Examiner	Hearing Examiner	Superior Court
Removal of Development Moratorium	20.80.738(2)						Hearing Examiner	Hearing Examiner	Superior Court
Shoreline Conditional Use	23.60	(a)					Hearing Examiner	Hearing Examiner (d)	Shorelines Hearings Board (h)
Shoreline Substantial	23.60	(a)					Hearing Examiner	Hearing Examiner (d)	Shorelines Hearings Board (h)
Shoreline Variance	23.60	(a)					Hearing Examiner	Hearing Examiner (d)	Shorelines Hearings Board (h)
Zoning or Critical	20.84.100 or						Hearing	Hearing	Superior Court

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By: (see 22.05.090)	County Decision Maker (see 2.11.210, 22.05.120)	Appeal Body (see 2.11.210, 22.05.160, 23.60.150(H))
Areas Ordinance Variance	16.16.270						Examiner	Examiner	
Type IV Applications (County Council Decision with Public Notice and Public Hearing)									
Development Agreement	2.11.205						Hearing Examiner	County Council	Superior Court
Major Project Permit	20.88						Hearing Examiner	County Council	Superior Court
Planned Unit Development	20.85						Hearing Examiner	County Council	Superior Court

Check marks indicate a step is required; reference letters refer to the notes in subsection (2) of this section.

Discussion/Notes: Scrubbing the Existing Code for consistency with new provisions and desired review process.

Rationale for Changes (shown with highlighting): On January 30, 2020, the Planning Commission passed a motion to delete the proposed change of use provisions of WCC 20.74.110. Therefore, the "Change of Use" permit type is no longer needed.

22.05.110 Final decisions – **Type I, II, and III applications.**

(1) The director or designee's final decision on all Type I or II applications shall be in the form of a written determination or permit. The determination or permit may be granted subject to conditions, modifications, or restrictions that are necessary to comply with all applicable codes.

(2) The hearing examiner's final decision on all Type III applications per WCC 22.05.020 or appeals per WCC 22.05.160(1) shall either grant or deny the application or appeal.

(a) The hearing examiner may grant Type III applications subject to conditions, modifications or restrictions that the hearing examiner finds are necessary to make the application compatible with its environment, carry out the objectives and goals of the comprehensive plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.

(b) **Requirements:**

(i) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.

(ii) **Fossil or Renewable Fuel Refinery or Fossil or Renewable Fuel Transshipment Facilities: The applicant shall provide insurance or other financial assurance acceptable to the prosecuting attorney consistent with Section 22.05.125.**

(c) The hearing examiner shall render a final decision within 14 calendar days following the conclusion of all testimony and hearings. Each final decision of the hearing examiner shall be in writing and shall include findings and conclusions based on the record to support the decision.

(d) No final decision of the hearing examiner shall be subject to administrative or quasi-judicial review, except as provided herein.

(e) The applicant, any person with standing, or any county department may appeal any final decision of the hearing examiner to superior court, except as otherwise specified in WCC 22.05.020. (Ord. 2019-013 § 1 (Exh. A); Ord. 2018-032 § 1 (Exh. A)).

~~22.05.120 Recommended~~Recommendations and final decisions to county council. ~~Type IV applications~~

(1) For Type IV applications per WCC 22.05.020 the hearing examiner's recommendations to the county council may be to grant, grant with conditions or deny an application. The hearing examiner's recommendation may include conditions, modifications or restrictions as may be necessary to make the application compatible with its environment, carry out the objectives and goals of the comprehensive plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.

(2) Each recommended decision of the hearing examiner for an application identified as a Type IV application per WCC 22.05.020 shall be in writing to the clerk of the county council and shall include findings and conclusions based upon the record to support the decision. Such findings and conclusions shall also set forth the manner in which the decision carries out and conforms to the county's comprehensive plan and complies with the applicable statutes, ordinances or regulations.

(3) The deliberation of the county council on quasi-judicial actions shall be in accordance with WCC 22.05.090(4) and Chapter 42.36 RCW.

(4) For planned unit developments and major project permits the following shall apply:

(a) The recommendation of the hearing examiner regarding planned unit developments and major project permits shall be based upon the criteria set forth in WCC 20.85.335 and 20.88.130, respectively.

(b) The hearing examiner shall file the recommendation with the clerk of the county council within 21 calendar days following the conclusion of the open record hearing.

(c) The county council shall conduct the following within the specified time frames, except as provided in subsection (4)(c)(iii) of this section:

(i) Hold a public meeting, not an open record public hearing, to deliberate on the project application within 28 calendar days after receiving the hearing examiner's recommendation.

(ii) Issue a final written decision within 21 calendar days of the public meeting.

(iii) The county council may exceed the time limits in subsection (4)(c)(i) or (ii) of this section if the county council meeting schedule does not accommodate a meeting within the above time frames, or if the county council makes written findings that a specified amount of additional time is needed to process a specific application or project type, per RCW 36.70B.080(1).

(5) The county council's final written decision may include conditions when the project is approved and shall state the findings of fact upon which the decision is based.

(a) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.

(b) Fossil or Renewable Fuel Refinery or Fossil or Renewable Fuel Transshipment Facilities: The applicant shall provide insurance or other financial assurance acceptable to the prosecuting attorney consistent with Section 22.05.125.

(6) Any deliberation or decision of the county council shall be based solely upon consideration of the record established by the hearing examiner, the recommendations of the hearing examiner and the criteria set forth in ~~county code applicable state laws and regulations, county code, the county comprehensive plan if applicable, and the county shoreline management program, including but not limited to compliance with SEPA, WAC 197-11 (SEPA Rules) as adopted and modified in the county code, and the county's adopted SEPA policies.~~ (Ord. 2018-032 § 1 (Exh. A)).

Rationale for Changes (shown with highlighting): Other parts of the proposal require that state permits be obtained. However, that is different than the County Council or hearing examiner evaluating criteria in state laws and regulations. It's the applicable state agency's job to evaluate state criteria, determine if those criteria are met, and then issue the permit. A copy of that permit can then be submitted to the County.

22.05.125 Proof of insurance for hazards created in the County

Permit applicant to provide proof of insurance naming Whatcom County as additional insured for any of the following that require a conditional use permit or major project permit:

(1) Expansion of existing fossil fuel refinery or existing fossil fuel transshipment facility;

(2) Expansion of or new renewable fuel refinery or renewable fuel transshipment facility.

Rationale for Changes (shown with highlighting): On November 14, 2019 and June 25, 2020, the Planning Commission approved motions inserting the insurance language above. The Planning Commission recommended deleting the insurance language below from the original Council proposal.

~~At the time of Type I, II, III, or IV applications addressing production capacity or storage tank increases at fossil fuel refineries, fossil fuel transshipment facilities, renewable fuel refineries, or renewable fuel transshipment facilities (Facilities), the applicant shall provide proof of insurance or other financial security acceptable to the prosecuting attorney, which may include a parent company corporate guarantee to cover loss or damages to the County and to County residents from any fire, explosion, spill or other sudden incident from operations of the Facility or from transport of materials, goods, products or waste within the boundaries of Whatcom County. This requirement shall also be met for Type I changes in use from fossil fuel refineries or transshipment facilities to renewable fuel refineries or transshipment facilities. The required policies and any parent company corporate guarantee shall contain the following Coverage Terms:~~

~~(1) Insureds: The Primary Named Insured shall include the Permitted Entity(ies). The County shall be included as additional Insured and shall be provided complete copies of applicable insurance policies and endorsements.~~

~~(2) Insuring Agreements: Insurance shall pay on behalf of the Insured for loss from third party bodily injury, property damage or environmental remediation and restoration expenses resulting from sudden pollution conditions commencing on or after the Permit effective date, either:~~

~~(a) emanating from and beyond the boundaries of a Permitted Facility, or~~

~~(b) arising from materials or waste during transportation to or from a Permitted Facility.~~

~~(3) Policy Limits: Policy limits shall be no less than \$100 million for each Loss / total for all Losses. The required limits may be revised periodically by the County based on factors including inflation adjustments and Permit or Facility specific risks.~~

~~Discussion/Note: Minimum insurance amounts could be increased, but at levels above \$50 million to \$100 million may not be available in the insurance market. We suggest taking out the \$100 million liability limit and substituting language that determines the liability limit as each permit is reviewed and made part of a development agreement. Other forms of financial assurance instruments could be allowed such as a letter of credit a parent company corporate guarantee or other financial assurance acceptable to the County Prosecutor as a substitute for commercial insurance. We have included code language to~~

~~that effect in this draft. The County could also indicate that the amount of financial assurance is to be determined at the point of an approval decision for a facility expansion rather than specifying an amount here.~~

~~(4) Policy Deductibles: If the Policy has a deductible, the Insurer shall be liable for the payment of amounts within any deductible or self insured retention amount applicable to the policy, with a right of reimbursement by the Insured for any such payment made by the Insurer. If the Policy has a self insured retention (SIR) amount, the Primary Named Insured shall declare how it intends to provide a financial assurance to the County for such SIR amount, where acceptable forms of financial assurance are letters of credit and certificates of deposit.~~

~~(5) Term and Cancellation Notice:~~

~~(a) Insurance shall be carried for the lifetime of the Permitted Facility.~~

~~(b) Cancellation of the insurance, whether by the Insurer, the Insured, or other entity having an insurable interest in and obtaining insurance on behalf of the owner or operator of the Permitted Facility, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the County as evidenced by the return receipt.~~

~~(6) Bankruptcy: Bankruptcy or insolvency of the Insured shall not relieve the Insurer of its obligations under the policy.~~

~~(7) Choice of Law and Forum: The Policy shall not specify that the laws of a state other than the State of Washington apply in the event of any dispute regarding the validity or formation of the Policy or the meaning, interpretation or operation of any term, condition, definition or provision of the Policy. Policies may remain silent on choice of law and forum.~~

~~(8) Insurance Company Financial Strength— Minimum Rating: The Insurer shall meet or exceed a Financial Strength Rating from A.M. Best of “A” (Excellent) with a minimum Financial Size Category of XIV and a “Stable” or stronger Outlook, or the equivalent from another major financial rating agency.~~

~~(9) Definitions: For the purposes of this section, terms are defined as follows:~~

~~(a) Permitted Facility: Permitted Facility means a location identified in the applicable County Permit, including any fixed conveyances and terminal distribution systems, as well as pump and compressor stations and related facilities.~~

~~(b) Loss shall include:~~

~~(i) monetary awards or settlements of compensatory damages; and~~

~~(ii) where allowable by law, punitive, exemplary, or multiple damages; and~~

~~(iii) civil fines, penalties, or assessments.~~

~~(c) Pollution conditions shall include discharge, dispersal, release or escape, including by fire or explosion, of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, petroleum hydrocarbons, smoke, vapors, soot, fumes, acids, alkalis, or other chemicals.~~

~~(d) Sudden pollution conditions may be defined by reasonable time limits for discovery and reporting to the insurer.~~

~~(e) Transportation means movement by any vehicle or mode of transit including but not limited to automobile, truck, or watercraft, as well as and is inclusive of loading, temporary placement during transit prior to final delivery, or unloading, of materials goods, products or waste, either:~~

~~(i) intended for delivery to a Permitted Facility, or~~

~~(ii) being sent from a Permitted Facility.~~

August 14, 2020
Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225

Cherry Point Amendments – Planning Commission Minority Opinion

County Council Members

I want to first thank the community, staff and commission members for the work that has been put into improving the Comprehensive Plan Amendments. I believe we came a long way in compromise from what was originally proposed and what effected industry sees as workable regulations. That said, I still cannot support the amendments. Changes in our county regulations and land use policy should show obvious benefit to our community. And while the intentions of environmental improvement and job security at Cherry Point are good, these amendments by their nature will have the opposite effect.

The proposed amendments to the Comprehensive Plan are a substantial shift from historical priorities on land use and will undoubtedly have impacts on the current and future health of our county. These impacts deserve thorough review.

Environmental: Global greenhouse gas emissions are not reduced by limiting local production of fossil fuels. Unchanged demand will likely shift production to facilities with lower efficiency and environmental standards, increasing global emissions. GHG reduction can only be accomplished through a reduction in consumption of fossil fuels. If the goal of these amendments is to reduce GHG emissions, a full environmental review to quantify these benefits should be expected.

Economic: Planning goals stated by the Growth Management Act require both environmental protection as well as economic development – specifically to promote the retention and expansion of existing businesses. Regulatory burden and uncertainty of permit approval increases risk when evaluating investment prospects and threatens the long-term sustainability of existing industry. Projects offering economic opportunity to our county will likely pass without us ever knowing, including renewable fuel developments.

Legality: The current amendments guarantee legal challenge, costing taxpayers while taking time and resources away from staff.

Areas of concern include:

- Violation of the Takings Clause – 5th Amendment US Constitution – WA State Constitution
- Equal Protections Clause – US Constitution – WA State Constitution
- Due Process – Pertaining to property rights – US Constitution – WA State Constitution
- Commerce Clause – US Constitution
- Gives inappropriate authority to the county, attempting to enforce State and Federal Laws
- Conflicts with our own Planning Goals as required by the GMA

I strongly recommend the County Council postpone the passage of the Cherry Point Comprehensive Plan and Code Amendments until a sufficient Environmental Impact Study, Economic Impact Study, and Legal Liability Review have been evaluated.

These actions will come at a cost to our community while the benefit is unknown. Encouraging these industries to thrive locally, under their already strict environmental standards, is best not only for our county's economy but for the global environment.



Jon Maberry



SEPA Distribution List
SEP2019-00083
Date of Re-Issuance: July 28, 2020

Please review this determination. If you have further comments, questions or would like a copy of the SEPA checklist, phone the responsible official at (360) 778-5900. Please submit your response by the comment date noted on the attached notice of determination.

WA State Department of Archaeology and Historic Preservation via email -
Gretchen Kaehler, gretchen.kaehler@dahp.wa.gov

SEPA Unit, WA State Department of Ecology, Olympia via email -
sepaunit@ecy.wa.gov

WA State Department of Fish and Wildlife via email -
Joel Ingram, joel.ingram@dfw.wa.gov

WA State Department of Natural Resources via email -
Rochelle Goss, sepacenter@dnr.wa.gov
Brenda Werden, Brenda.werden@dnr.wa.gov

SEPA Unit, WA State Department of Transportation, Burlington via email -
Roland Storme, stormer@wsdot.wa.gov
Ray McEwan, mcewanr@wsdot.wa.gov

Randel Perry, US Army Corps of Engineers via email -
Randel.J.Perry@usace.army.mil

City of Blaine
Michael Jones, AICP via email - mjones@cityofblaine.com

City of Bellingham
Kurt Nabbeffeld via email - knabbefeld@cob.org
Brent Baldwin via email - bbaldwin@cob.org
Clare Fogelsong via email - cfogelsong@cob.org

City of Ferndale
Jori Burnett via email - joriburnett@cityofferndale.org

Lummi Nation Natural Resources
Merle Jefferson, Sr. via email - merlej@lummi-nsn.gov
Tamela Smart via email - tamelas@lummi-nsn.gov

Nooksack Indian Tribe

George Swanaset, JR via email - george.swanasetjr@nooksack-nsn.gov

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Swinomish Indian Tribal Community via email -

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Tulalip Tribe via email -

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Whatcom County PUD No. 1 via email -

stevej@pudwhatcom.org

Birch Bay Water & Sewer District via email -

dan@bbwsd.com

Point Roberts via email – All Points Bulletin editor@allpointbulletin.com

Whatcom County Council via email - council@whatcomcounty.us

Foster Pepper

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Tim Johnson via email – Tim.d.johnson@p66.com

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BP Cherry Point

Pam Brady via email - Pamela.Brady@bp.com

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

SEPA Determination of Nonsignificance (DNS)

File: SEP2019-00083

Project Description: A proposed non-project action to amend the County's development regulations, State Environmental Policy Act (SEPA) provisions, permit review procedures and Comprehensive Plan relating to fossil fuel facilities, renewable fuel facilities, transshipment fuel facilities and other similar land use activities. The proposal is intended to address the risks to public health, safety, and the environment associated with fossil fuel facilities. The proposal is also intended to address the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point Industrial District.

The scope of environmental review includes two proposals: Whatcom County Resolution #: 2019-037 which incorporates recommendations from the Cascadia Law Group's February 23, 2018 report to the Whatcom County Council and the Planning Commission's draft amendments. A copy of Whatcom County Resolution #: 2019-037 and the Planning Commission's draft recommendations can be found on the Whatcom County website at www.whatcomcounty.us/2914/Public-Notice.

Proponent: Whatcom County Council – Contact: Cathy B. Halka, AICP

Address and Parcel #: Cherry Point Urban Growth Area

Lead Agency: Whatcom County Planning & Development Services

Zoning: HII/LII **Comp Plan:** Major/Port Industrial UGA

Shoreline Jurisdiction: Cherry Point Management Area

The lead agency for this proposal has determined that with proper mitigation, no significant adverse environmental impacts are likely. Pursuant to RCW 43.21C.030(2)(c), an environmental impact statement (EIS) is not required. This decision was made following review of a completed SEPA environmental checklist and other information on file with the lead agency. This information is available to the public on request.

☐ There is no comment period for this DNS.

☒ Pursuant to WAC 197-11-340(2), the lead agency will not act on this proposal for 14 days from the date of issuance indicated below. Comments must be received by 4:00 p.m. on August 11, 2020 and should be sent to: Matt Aamot, maamot@whatcomcounty.us.

Responsible Official: Mark Personius, mpersoni@whatcomcounty.us

Title: Director

Telephone: 360-778-5900

Address: 5280 Northwest Drive
Bellingham, WA 98226

Date of Issuance: July 28, 2020

Signature: _____

A handwritten signature in dark ink, appearing to be "M Personius", written over a horizontal line.

An aggrieved agency or person may appeal this determination to the Whatcom County Hearing Examiner. Application for appeal must be filed on a form provided by and submitted

to the Whatcom County Current Planning Division located at 5280 Northwest Drive, Bellingham, WA 98226, during the ten days following the comment period, concluding August 21, 2019.

You should be prepared to make a specific factual objection. Contact Whatcom County Current Planning Division for information about the procedures for SEPA appeals.



SEPA Determination of Nonsignificance (DNS)
Legal Notice

To be published one time only on: **July 28, 2020**

CHARGE TO: Whatcom County Planning & Development Services
5280 Northwest Drive
Bellingham, Washington 98226
Acct #451232

**WHATCOM COUNTY GIVES PUBLIC NOTICE THAT THE FOLLOWING SEPA
THRESHOLD DETERMINATION OF NON-SIGNIFICANCE (DNS) HAS BEEN
ISSUED TODAY SUBJECT TO THE 14 DAY COMMENT PERIOD
CONCLUDING ON, AUGUST 11, 2020.**

File: SEP2019-00083

Project Description: A proposed non-project action to amend the County's development regulations, State Environmental Policy Act (SEPA) provisions, permit review procedures and Comprehensive Plan relating to fossil fuel facilities, renewable fuel facilities, transshipment fuel facilities and other similar land use activities. The proposal is intended to address the risks to public health, safety, and the environment associated with fossil fuel facilities. The proposal is also intended to address the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point Industrial District.

The scope of environmental review includes two proposals: Whatcom County Resolution #: 2019-037 which incorporates recommendations from the Cascadia Law Group's February 23, 2018 report to the Whatcom County Council and the Planning Commission's draft amendments. A copy of Whatcom County Resolution #: 2019-037 and the Planning Commission's draft recommendations can be found on the Whatcom County website at www.whatcomcounty.us/2914/Public-Notice.

Proponent: Whatcom County Council- Contact: Cathy B. Halka, AICP

Address and Parcel #: Cherry Point Urban Growth Area

Lead Agency: Whatcom County Planning & Development Services

Zoning: HII/LII **Comp Plan:** Major/Port Industrial UGA
Shoreline Jurisdiction: Cherry Point Management Area

ANY PERSON OR AGENCY MAY APPEAL THE COUNTY'S COMPLIANCE WITH WAC 197-11 BY FILING AN APPEAL WITH THE WHATCOM COUNTY PLANNING AND DEVELOPMENT SERVICES LOCATED AT 5280 NORTHWEST DRIVE, BELLINGHAM, WA 98226. APPEALS MUST BE MADE WITHIN 10 DAYS AFTER THE END OF THE COMMENT PERIOD.

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

REVISED
07/17/2020

SEP 2019 - 00083

SEPA Environmental Checklist

Purpose of Checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of Checklist for Non-Project Proposals:

For non-project proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the Supplemental Sheet for Non-project Actions (Part C). Please completely answer all questions that apply and note that the words "project", "applicant", and "property or site" should be read as "proposal", "proponent" and "affected geographic area", respectively. The lead agency may exclude (for non-projects) questions in Part B – Environmental Elements that do not contribute meaningfully to the analysis of the proposal.

A Background

- 1 Name of proposed project, if applicable:
Cherry Point UGA Comprehensive Plan and Zoning Code Amendments
- 2 Name of applicant: Whatcom County Council
Applicant phone number: 360-778-5010
Applicant address: 311 Grand Avenue, Suite 105
City, State, Zip or Postal Code: Bellingham, WA 98225
Applicant Email address: council@co.whatcom.wa.us
- 3 Contact name: Cathy B. Halka, AICP
Contact phone number: 360-778-5010
Contact address: 311 Grand Avenue, Suite 150
City, State, Zip or Postal Code: Bellingham, WA 98225
Contact Email address: chalka@co.whatcom.wa.us
- 4 Date checklist prepared: August 20, 2019 Updated July 17, 2020
- 5 Agency requesting checklist: Whatcom County
- 6 Proposed timing or schedule (including phasing, if applicable):
Recommendations by the Planning Commission to the County Council are expected in Summer 2020 and final County Council action is expected in Fall 2020.
- 7 Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? Yes ☐ No ☒
If yes, explain:
- 8 List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal:
The environmental documents listed in the attached 'Cherry Point Amendments SEPA Checklist - Supporting Documents Incorporated by Reference' are relevant to this proposal and are hereby incorporated by reference.
- 9 Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? Yes ☐ No ☒
If yes, explain.

- 10 List any government approvals or permits that will be needed for your proposal, if known.

The Whatcom County Council and Whatcom County Planning Commission, following an extensive public review process, are considering a range of alternative amendments to the Comprehensive Plan and County development regulations related to the Cherry Point Industrial area and other areas of the County. Recommendations by the Planning Commission to the County Council are expected in Summer 2020 and final County Council action is expected in Fall 2020. A summary of the range of proposed amendments is described in Section 11 below. Adoption of an ordinance by the Whatcom County Council is required for approval of the amendments.

- 11 Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

See additional information attached.

- 12 Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposed amendments cover all areas in Whatcom County, including the Heavy Impact Industrial and Light Impact Industrial Districts, with primary effect on the Cherry Point Industrial District. New SEPA provisions apply county-wide. Responses pertaining to questions pertaining the nature of the site will focus on the Cherry Point Industrial District.

B Environmental Elements

1 Earth

a. General description of the site:

- ☒ Flat
- ☒ Rolling
- ☒ Hilly
- ☒ Steep Slopes
- ☐ Mountainous
- ☐ Other

b. What is the steepest slope on the site (approximate percent slope)?

Vertical bluffs along the coastline, 3-8% slopes in other areas

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

There are various soil types throughout the Cherry Point UGA including silt loam, silt clay loam, loess and volcanic ash, and glaciomarine drift.

d. Are there surface indications or history of unstable soils in the immediate vicinity? Yes ☒ No ☐

If so, describe.

There are naturally eroding bluffs along the coastal shore.

e. Describe the purpose, type, total area, approximate quantities and total affected area of any filling excavation or grading proposed.

N/A: non-project

Indicate source of fill.

N/A: non-project

Indicate where excavation material is going.

N/A: non-project

- f. Could erosion occur as a result of clearing, construction, or use?

Yes ☐ No ☒

If so, generally describe.

N/A: non-project

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

N/A: non-project

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

N/A: non-project

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation and maintenance when the project is completed (i.e., dust, automobile, odors, or industrial wood smoke)?

N/A: non-project

If any, generally describe and give approximate quantities if known.

N/A: non-project

- b. Are there any off-site sources of emissions or odor that may affect your proposal? Yes ☐ No ☒

If so, generally describe.

N/A: non-project

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

See additional information attached.

3. Water

a. Surface:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? Yes ☒ No ☐

If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

The Cherry Point UGA abuts the Strait of Georgia to the west and to the east is Lake Terrell. Wetlands are scattered throughout the Cherry Point area.

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? Yes ☐ No ☒

If yes, please describe and attach available plans.

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. N/A: non-project

Indicate the source of fill material.

N/A: non-project

- (4) Will the proposal require surface water withdrawals or diversions? Yes ☐ No ☒

N/A: non-project

Give general description, purpose, and approximate quantities if known.

N/A: non-project

Does the proposal lie within a 100-year floodplain?

Yes ☐ No ☒

If so, note location on the site plan.

- (5) Does the proposal involve any discharges of waste materials to surface waters?

Yes ☐ No ☒

If so, describe the type of waste and anticipated volume of discharge

N/A: non-project

b. Ground Water:

- (1) Will ground water be withdrawn from a well for drinking water or other purposes? Yes ☐ No ☒

If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

N/A: non-project

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals.....; agricultural; etc.). Describe the general size of the system, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

N/A: non-project

c. Water runoff (including stormwater):

- (1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known).

N/A: non-project

Where will this water flow? N/A: non-project

Will this water flow into other waters? Yes ☐ No ☐

If so, describe.

(2) Could waste materials enter ground or surface waters?

Yes ☐ No ☒

If so, generally describe.

N/A: non-project

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site: Yes ☐ No ☒

If so, describe.

N/A: non-project

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

N/A: non-project

4 Plants

a. Check types of vegetation found on the site:

- ☒ Deciduous tree: alder, maple, aspen, other
- ☒ Evergreen tree: fir, cedar, pine, other
- ☒ Shrubs
- ☒ Grass
- ☒ Pasture
- ☐ Crop or grain
- ☐ Orchards, vineyards or other permanent crops
- ☒ Wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☒ Water plants: water lily, eelgrass, milfoil, other
- ☒ Other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?

N/A: non-project

- c. List threatened or endangered species known to be on or near the site.

Southern Resident Killer Whale and bocaccio rockfish, canary and yelloweye rockfish, Chinook salmon, marbled murrelet, and steelhead trout

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

N/A: non-project

- e. List all noxious weeds and invasive species known to be on or near the site.

N/A: non-project

5. Animals

- a. Check any birds and animals, which have been observed on or near the site or are known to be on or near the site:

Birds:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Hawk, | <input checked="" type="checkbox"/> Heron, |
| <input checked="" type="checkbox"/> Eagle, | <input type="checkbox"/> Songbirds; |
| <input checked="" type="checkbox"/> Other: see below | |

Mammals:

- | | |
|--|----------------------------------|
| <input checked="" type="checkbox"/> Deer, | <input type="checkbox"/> Bear, |
| <input type="checkbox"/> Elk, | <input type="checkbox"/> Beaver; |
| <input checked="" type="checkbox"/> Other: | |

Fish:

- | | |
|--|--|
| <input type="checkbox"/> Bass, | <input checked="" type="checkbox"/> Salmon, |
| <input checked="" type="checkbox"/> Trout, | <input checked="" type="checkbox"/> Herring, |
| <input checked="" type="checkbox"/> Shellfish; | <input checked="" type="checkbox"/> Other: see below |

- b. List any threatened or endangered species known to be on or near the site.

The Cherry Point Environmental Aquatic Reserve Management Plans (2010, 2017) identify endangered species including the Southern Resident Killer Whale and bocaccio rockfish. Canary and yelloweye rockfish are listed as threatened, as well as Chinook salmon, marbled murrelet, and steelhead trout.

- c. Is the site part of a migration route? Yes ☒ No ☐

If so, explain.

The Cherry Point UGA is a migration point for the marbled murrelet, surf scoter, and other birds. It is also a migration route for killer whales.

- d. Proposed measures to preserve or enhance wildlife, if any:

See additional information attached.

- e. List any invasive species known to be on or near site.

The Cherry Point Environmental Aquatic Reserve Management Plans (2010, 2017) identify nonnative species such as the European Green Crab (*Carcinus maenas*) and brown algae (*Sargassum*)

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

See additional information attached.

- b. Would your project affect the potential use of solar energy by adjacent properties?

Yes ☐ No ☒

If so, generally describe.

N/A: non-project

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

See additional information attached.

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal?

Yes ☒ No ☐

If so, describe.

See additional information attached.

- (1) Describe any known or possible contamination at the site from present or past uses.

Legacy sources of contamination from historic, unregulated industrial waste exist on uplands adjacent to the Cherry Point Aquatic Reserve (CPAR). Birch Bay Sewage treatment Plant discharges into the Reserve.

- (2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

N/A: non-project

- (3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the projects development or construction, or at any time during the operating life of the project.

N/A: non-project

- (4) Describe special emergency services that might be required.

N/A: non-project

- (5) Proposed measure to reduce or control environmental health hazards, if any:

N/A: non-project

b. Noise

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

N/A: non-project

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

N/A: non-project

- (3) Proposed measures to reduce or control noise impacts, if any:

N/A: non-project

8 Land and Shoreline Use

a. What is the current use of the site and adjacent properties?

Heavy impact industrial and light impact industrial uses in the Major/Port Industrial UGA

Will the proposal affect current land uses on nearby or adjacent properties? Yes ☒ No ☐

If so, describe.

One intention of the new code is to be consistent with the CPAR Management Plan and to protect marine resources that are currently threatened or endangered.

b. Has the project site been used as working farmlands or working forest lands? Yes ☒ No ☐

If so, describe.

Current users maintain small areas of forests and farmlands.

How much agriculture or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any?

N/A: non-project

If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to non-farm or non-forest use?

N/A: non-project

(1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling and harvesting? Yes ☐ No ☒

If so, how:

c. Describe any structures on the site.

Major developments with many structures related to power generation, fuel refining, tank storage, and aluminum smelting, all with rail and port access (3 piers). In addition there are structures that serve as storage and distribution facilities for bulk shipments of LPG by railcar, tank truck, pipeline, and ship. DNR's CPAR restricts additional leases for piers and the new code is consistent with this.

- d. Will any structures be demolished? Yes ☐ No ☒
If so, what?
- e. What is the current zoning classification of the site?
[Heavy Impact Industrial, Light Impact Industrial](#)
- f. What is the current comprehensive plan designation of the site?
[Major Port, Industrial UGA](#)
- g. If applicable, what is the current shoreline master program designation of the site?
[Cherry Point Management Area](#)
- h. Has any part of the site been classified as a critical area by the city or county? Yes ☒ No ☐
- i. If so, specify.
[The area includes geological hazards, low/moderate aquifer susceptibility, deciduous forest, wetlands, and wildlife habitat conservation areas.](#)
- j. Approximately how many people would reside or work in the completed project?
[N/A: non-project](#)
- k. Approximately how many people would the completed project displace?
[N/A: non-project](#)
- l. Proposed measures to avoid or reduce displacement impacts, if any:
[N/A: non-project](#)
- m. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
[See additional information attached.](#)
- n. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any?
[Conditional Use Permit and Major Project Permit processes require compatibility with nearby existing uses.](#)

9 Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

<input type="checkbox"/>	High	Number of Units	0
<input type="checkbox"/>	Middle		
<input type="checkbox"/>	Low-income		

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

<input type="checkbox"/>	High	Number of Units	0
<input type="checkbox"/>	Middle		
<input type="checkbox"/>	Low-income		

- c. Proposed measures to reduce or control housing impacts, if any:

N/A: non-project

10 Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

There is no maximum height established in the heavy or light industrial zone, and current height regulations will not change with the new proposal.

- b. What views in the immediate vicinity would be altered or obstructed?

N/A: non-project

- c. Proposed measures to reduce or control aesthetic impacts, if any:

N/A: non-project

11 Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A: non-project

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A: non-project

- c. What existing off-site sources of light or glare may affect your proposal?

N/A: non-project

- d. Proposed measures to reduce or control light and glare impacts, if any:

N/A: non-project

12 Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

To the north is Birch Bay State Park, Pt. Whitehorn Marine Reserve, Terrell Creek Heron Rookery. To the east is Lake Terrell State Game Refuge and Hovander Park. To the west is the Strait of Georgia

- b. Would the proposed project displace any existing recreational uses? If so, describe.

N/A: non-project

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A: non-project

13 Historic and Cultural Preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state or local preservation registers located on or near the site? Yes ☐ No ☒
If so, specifically describe.

- b. Are there any landmarks, features, or other evidence of Indian, historic use or occupation, this may include human burials or old cemeteries?

Yes ☒ No ☐

Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Yes ☒ No ☐

Please list any professional studies conducted at the site to identify such resources.

The Cherry Point UGA is near Lummi Reservation and tribal lands. There are treaty fishing rights in the waters off Cherry Point, and the Corps of Eng. reported on the impacts of more piers, vessels- see Docs Incorporated by Ref, #4. This proposal is a non-project action and future archaeological review and study will occur for future project actions at the time of application.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples: Include consultation with tribes and the Department of Archeology and Historic Preservation, archaeological surveys, historic maps, GIS data, etc.

N/A: non-project

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

The new regulations would prohibit new piers in the district to minimize impacts and establish consistency with DNR CPAR regulations.

14 Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plan, if any.

The Cherry Point UGA is on the coast, accessed from the east via Mountain View Road, Slater Road, and Grandview Road. Additional access is from Blaine Road, Kickerville Road, and Lake Terrell Road.

- b. Is site or geographic area currently served by public transit?

Yes ☐ No ☒

If not, what is the approximate distance to the nearest transit stop?

Approximately 4 miles to the Whatcom Transit Authority bus stop on Mountain View Road for Route 27.

- c. How many parking spaces would the completed project have? How many would the project eliminate?

N/A: non-project

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? Yes ☐ No ☒

If so, generally describe (indicate whether public or private).

- e. Will the project use (or occur in the immediate vicinity of)

- ☒ Water,
☒ Rail, or
☐ Air transportation?
If so, generally describe.

The Cherry Point UGA has rail and water access.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?

N/A: non-project

- g. Proposed measures to reduce or control transportation impacts, if any:

See additional information attached.

15 Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)?

Yes ☐ No ☒

If so, generally describe.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

The conditional use permit provisions and additional SEPA policies are intended to provide for project proposals and mitigation to address public facilities adequacy.

16 Utilities

- a. Check utilities currently available at the site:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Electricity, | <input checked="" type="checkbox"/> Natural gas, |
| <input checked="" type="checkbox"/> Water, | <input checked="" type="checkbox"/> Refuse service, |
| <input checked="" type="checkbox"/> Telephone, | <input checked="" type="checkbox"/> Sanitary sewer, |
| <input checked="" type="checkbox"/> Septic system, | <input type="checkbox"/> Other |

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A: non-project

Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 
Cathy B. Halka, AICP

Date Submitted: August 29, 2019 **Resubmitted July 17, 2020**

FOR OFFICE USE ONLY

Reviewed by Whatcom County Planning & Development Services Staff


Staff Signature

07/21/2020
Date

C Supplemental Sheet for Non-project Actions

(It is not necessary to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment. When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

- 1 How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

[See additional information attached.](#)

Proposed measures to avoid or reduce such increases are:

[Reporting of emissions and mitigation above the baseline established at the time of permit is required. Local carbon offsets would be required or a fee in lieu of mitigation would be required which the County would use to provide local greenhouse gas mitigation projects.](#)

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

[See additional information attached.](#)

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

[In SEPA rules, analysis and mitigation of impacts to priority habitats and species and high biodiversity areas is required. Critical area and shoreline regulations would also apply.](#)

3. How would the proposal be likely to deplete energy or natural resources?

[See additional information attached.](#)

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Both proposals would prohibit new "fossil fuel" refineries and transshipment facilities, and new docks/piers and require conditional use/major project permits for expansions of existing "fossil fuel" facilities, thereby limiting impacts on environmentally sensitive areas and creating consistency with DNR's CPAR Management Plan.

Proposed measures to protect such resources or to avoid or reduce impacts are:

In addition to the measures stated above, applicants would be required to demonstrate consistency with federal and state laws and permit requirements, such as consistency with the CPAR Management Plan, federal review of consistency with treaty rights, etc. before any site modifications or construction could occur.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Both proposals would affect land and shoreline use by prohibiting new "fossil fuel" refineries and transshipment facilities, requiring conditional use/major project permits for expansions of existing "fossil fuel" facilities, and prohibiting new docks/piers. It would not allow or encourage uses incompatible with existing plans.

Proposed measures to avoid or reduce shoreline and land use impacts are:

See above.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal would not increase such demands.

Proposed measures to reduce or respond to such demand(s) are:

The intent of the new regulations is to more completely assess projects to ensure they meet the compatibility criteria of the conditional use and major projects permit provisions including providing mitigation for transportation/public service impacts. In addition, insurance/financial assurance provisions offer protection from any disruption to public services as a result of a hazard created by facility operation or transport of materials.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

Applicants would be required to demonstrate consistency with federal and state laws and permit requirements aimed at protection of the environment.

ADDITIONAL INFORMATION, INCORPORATED BY REFERENCE

(See Page 3 of 20 - SEPA Environmental Checklist)

A. Background

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. *There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.* (Lead agencies may modify this form to include additional specific information on project description.)

The Planning Commission and County Council have been considering a range of possible options to protect county residents and the environment from the impacts of refineries and other fossil fuel facilities in the Cherry Point Heavy Industrial District and other areas of the County. The alternatives have included options from a report to the Council prepared by Cascadia Law Group dated February 23, 2018 (attached by reference to this checklist), draft amendments considered by the County Council between June and August, 2019 forwarded to the Planning Commission by the County Council under Resolution 2019-037, comments received from the public, amendments to the County Council draft considered by the Planning Commission, and recommendations from Whatcom County Planning and Development Services.

1. Major elements of the proposals forwarded by the County Council to the Planning Commission under Resolution 2019-037 included the following:

- **Comprehensive Plan amendments** that add language acknowledging that existing refineries provide significant employment and have produced and shipped fossil fuels for decades; adds language “to act conservatively on land use matters at Cherry Point to prevent further harm to habitat important to Cherry Point Herring stocks and Southern Resident Killer Whales”; adds new language directing the use of adopted SEPA policies to limit the negative impacts on public safety, transportation, the economy and environment from new fossil fuel facilities; amends policy 2CC-17 to provide that existing facilities may have limited expansions consistent with policies 2CC-3 and 2CC-11; adds a new policy 2CC-18 to treat renewable fuel facilities in a similar fashion to fossil fuel facilities; and amends policy 2WW-4 to add language regarding marine terminals at Cherry Point to provide consistency with the State Department of Natural Resource’s Cherry Point Aquatic Reserve Management Plan.
- **Land use code amendments** contained in draft under Resolution 2019-037 include the following major provisions: explicitly retains outright permitted use status for existing refineries at WCC Section 20.68.050; explicitly retains permitted use status for non-capacity increasing maintenance and safety purposes and limited accessory uses such as but not limited to office expansions and environmental improvements at WCC 20.68.802; requires a conditional use permit for capacity expansions of

existing refineries and fossil fuel transshipment facilities at WCC Sections 20.68.150 and 20.68.800; establishes criteria for conditional use permits for expansions of existing refineries and fossil fuel transshipment facilities including those at WCC 20.84.220; requires documentation of the anticipate sources, types and volumes of substances to be transferred in bulk at the facility, requires mitigation of transportation impacts consistent with WCC Chapters 20.78 and 16.24; requires mitigation of impacts to services including fire and emergency response capabilities and water supply and fire flow; demonstrated consistency with applicable state and federal requirements prior to site preparation or construction; greenhouse gas mitigation for permitted expansions if required by WCC 20.68.801 (only if there is a gap in mitigation under state, federal or regional regulations and processes); a demonstration that the proposal will retain living wage jobs or contribute to the Whatcom County economy; prohibits new fossil fuel refineries and transshipment facilities and associated piers, docks and wharves and coal-fired power plants in the Cherry Point Heavy Industrial District at WCC 20.68.204 through 206; at WCC 20.68.801, requires analysis of greenhouse gas emissions above baseline emissions for refinery or fuel transshipment facilities using state of the art models; local mitigation of greenhouse gas emissions is required only where mitigation has not been required under other regulatory mechanisms at the state, federal or regional level WCC 20.68.801(3)(C); provide that non-capacity maintenance, safety and environmental improvements to existing refineries and transshipment facilities are specifically identified as outright permitted uses at WCC 20.68.802 with examples not limited to accessory buildings, office space, parking lots, communications facilities, security buildings, storage buildings and other similar structures or activities; requires greenhouse gas mitigation for accessory improvements if required under the provisions of WCC 20.68.801; establishes a new “change of use” provision at WCC 20.74.110 to ensure that zoning and building code and transportation concurrency requirements are met; establishes a new provision at WCC 20.74.115 requiring a conditional use permit be obtained for conversion of renewable fuels facilities within the boundaries of an existing legal fossil fuel refinery and prohibits other changes of use of renewable fuel refineries and transshipment facilities to fossil fuel facilities; establishes new Major Project Permit provisions at WCC 20.88.100 requiring facilities to obtain all necessary federal and state authorizations for projects prior to issuance of site preparation or construction permits authorized under Major Project Permit procedures; establishes definitions for certain terms at WCC Chapter 20.97; at WCC 22.05.120, establishes new provisions specifying that performance bonds and other security to ensure compliance with the conditions, modifications and restrictions may be required in forms acceptable to the County Prosecuting Attorney; establishes at WCC 22.05.120 that decisions of the County Council on Type IV applications be based on the record established by the hearing examiner and be consistent with the County Code and other applicable regulations; and establishes an insurance requirement for all refinery and fuel transshipment facility expansions at WCC 22.05.125.

- **New State Environmental Policy Act provisions and procedures** are established in WCC Chapter 16.08 which include the following: at WCC 16.08.090, establishes a new “Worksheet for Fossil and Renewable Fuel Facilities” be provided to evaluate air and climate impacts of fossil and renewable fuel facility applications to supplement the required SEPA Checklist pursuant to WAC 197-11-906(1)(c); at WCC 16.08.160E, adds provisions allowing the county to defer to other state, federal and regional agencies for SEPA mitigation unless there is an unanticipated gap making such mitigation inadequate; at WCC 16.08.160F1, establishes new air quality and climate SEPA policies recognizing the impacts of climate change and air pollution and requiring analysis of greenhouse gas emissions and providing authority for mitigation of projects pursuant to the provisions contained in SEPA; at WCC 16.08.160F2, establishes new SEPA policies related to plants and animals and stating the County’s policy to minimize or prevent loss of fish and wildlife habitat that have substantial ecological, educational and economic value and recognizing the importance of consistency with federal and state laws regarding water quality, endangered species act requirements and tribal treaty rights.

2. **Major Elements of Planning Commission Draft:**

- **Recommendations from the Planning Commission regarding proposed Comprehensive Plan Amendments** include amended language in Policy 2CC-17 that reflect the Planning Commission’s desire that greenhouse gas analysis and mitigation requirements reside in the SEPA process rather than in the land use code and to amend the policy to “Allow existing operations or maintenance of existing fossil-fuel related facilities operating as of 2020”; addition of a new Comprehensive Plan Policy 2CC-18 that states that the intent of the County is to allow the on-going operation, maintenance and repair of existing facilities, modifications designed to comply with adoption and implementation of new product standards and fuel standards, operational safety and site safety improvements environmental improvements, and regulatory compliance projects; and replacement of Policy 2CC-18 from the County Council draft to reflect the intention of the Planning Commission that renewable fuel refineries and transshipment facilities be outright permitted uses rather than conditional uses.
- **Planning Commission Recommendations for Modifications to land use code provisions proposed by the County Council in Resolution 2019-037 include:** recommend removing language at WCC 20.66.204 referring to existing refineries as none exist in the Light Impact Industrial Zone; remove language at WCC 20.66.054(3) and replace with expanded permitted use provisions at WCC 20.68.068 to reflect public comments to make it clearer what types of accessory uses, maintenance, environmental improvements, safety improvements and other uses may be modified without requiring conditional use approval; recommend adding renewable fuel refineries and renewable fuel transshipment facilities to the permitted use list at WCC 20.68.070; recommend adding language at WCC 20.68.071 providing that expansions of existing renewable fuel refineries and renewable fuel transshipment

facilities should be treated as permitted uses not requiring conditional use permit approval; recommend modifications at WCC 20.68.153 to conditional use permit requirements for expansion of existing fossil fuel refineries and transshipment facilities to set a threshold for requiring a conditional use permit only for cumulative expansions increasing distillation capacity or transshipment capacity by 10,000 barrels (or 420,000 gallons) per day or increases fossil fuel tank storage capacity by more than 200,000 barrels (or 8,400,000 gallons) for the transshipment of fossil fuels outside of Whatcom County without value added processing; recommendation at WCC 20.68.153 that the baseline for determining the cumulative increases triggering a conditional use permit requirement be reset if a conditional use permit has been obtained; recommend removal of language in the conditional use permit criteria contained at WCC 20.68.153(3) that the “sources” of raw materials be identified; recommend that the conditional use permit criteria at WCC 20.68.153(7) be removed as the Commission considered the criteria at 20.68.153(9) as adequate to address federal and state permitting requirements; recommend removing the criteria at WCC 20.68.153(11) to demonstrate retention or creation of living wage jobs; recommend removing provisions at WCC 20.68.159 requiring a conditional use permit for new renewable fuel refineries or transshipment facilities; recommend at WCC 20.68.204 that language regarding “primary manufacturing of products thereof” be removed as fossil fuel refineries are a defined term at WCC 20.97.160.4 and the language is deemed unnecessary; recommend that the zoning code revisions at WCC 20.68.800 regarding quantification and mitigation of greenhouse gases be removed and that greenhouse gas review and mitigation be conducted as part of the SEPA analysis for projects instead; recommend removing the provisions at WCC 20.68.802 as those provisions have been recommended to be contained in the permitted use section of the Heavy Impact Industrial Zoning District for consistency with other sections of the Code and to reflect public comments; recommend adding language at WCC 20.74.055 to reflect that prohibited uses in the Cherry Point Industrial District should be consistent with both the provisions of the Light Industrial District and the Heavy Industrial District; recommend removal of “change of use” provisions at WCC 20.74.110 from the County Council draft; recommend modifications to language proposed at WCC 20.88.210 and 215 to refer “major project permit” rather than “master plan” to reflect that the provisions of those sections should apply to the entire permit rather than to just the master plan; recommend removal of the definition of “Facility Emissions” from WCC 20.97.124.1 as the Planning Commission has recommended the greenhouse gas provisions be moved to the SEPA requirements and the term would no longer be used in the Zoning Code; recommend expanding the proposed definition of “Fossil Fuels” at WCC 20.97.160.2 to include “crude oil” to be clearer and consistent with other sections of the amendments; recommend adding “or Renewable” to WCC 20.97.160.3 to be consistent with the title of the section; recommends that the definition of “Fossil Fuel Refinery Capacity” at WCC 20.97.160.4 be removed as unnecessary; recommends deleting the definition of “Living Wage” from the definitions at WCC 20.97.202 to be consistent with their recommendation that living

- wage job retention and creation be removed from conditional use criteria; recommend adding a new definition of “Maximum Atmospheric Crude Distillation Capacity” at WCC 20.97.230 to be consistent with the Commission’s recommendation at WCC 20.68.153; recommends that the definition of “Renewable diesel” be modified to exclude the date of the applicable federal regulation in recognition of the fact that federal regulations may be revised over time; at WCC 20.97.425.1, recommend that the definition of “Small Fossil or Renewable Fuel Storage and Distribution Facilities” include “buildings” in addition to equipment; and recommend that WCC 22.05.125 be simplified to merely require permit applicants provide proof of insurance naming Whatcom County as an additional insured
- **Planning Commission Recommendations for Modifications to State Environmental Policy Act provisions** include the following: changes to the language in the SEPA environmental checklist requirements at WCC 16.08.090 to reflect the process for development of the required supplemental SEPA worksheet for evaluating greenhouse gas emissions for fossil and renewable fuel facilities to include a commitment that the SEPA Responsible Official will consult with the Planning Commission when preparing or updating the worksheet; amendments to the language at WCC 16.08.160E to more closely align with language in the state SEPA Rules regarding consultation with and deferral to other agencies’ SEPA mitigation decisions; language changes at WCC 16.08.160F to reflect that the Washington Department of Ecology has jurisdiction over PSD permits and to change “criteria pollutants” to just “air pollutants”; changes to the language in WCC 16.08.160F(1)(b) to reflect the Planning Commission’s desire to place requirements for greenhouse gas analysis in the SEPA provisions and remove them from land use code requirements;

(See Page 5 of 20 - SEPA Environmental Checklist)

B. Environmental Elements

2 Air.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

One intent of the code revisions is to ensure that greenhouse gas and air emissions have been mitigated through state, federal or regional greenhouse gas mitigation regulations of other agencies such as the Department of Ecology or the Northwest Clean Air Agency or by Whatcom County. These federal, state, and regional agencies currently have jurisdiction to regulate air emissions through permitting programs and other authorities granted under the Washington Clean Air Act at RCW 70.94. The County Council draft of the regulations includes both SEPA policies and Zoning Code provisions to backstop the authorities of state, federal and regional air regulations but provides for deference to those agencies where they have provided comprehensive mitigation. The Planning Commission draft recommendations are to take the greenhouse gas quantification and mitigation provisions from the Council draft out of the Zoning Code and rely on the SEPA review provisions. Both express the intent that the County should defer to other agencies with expertise where emissions have been effectively regulated

and mitigated. However, the new provisions both provide mitigation authority for the County should there be a significant gap in the regulation and mitigation at the other levels of government.

Some commenters have suggested that the effect of the new regulations on existing refineries would create greenhouse gas emissions through “leakage”. That is, they speculate that if the regulations prevent the current refineries and associated transshipment facilities from meeting demand for fuels that the fuels would be produced elsewhere by refineries that are not as modern or efficient as the existing Cherry Point refineries. This is highly speculative and is not the intent of the County with the proposed regulations. The proposed regulations explicitly recognize the existing refineries as outright permitted uses and provide for expansions to occur through a conditional use permit review and approval process. In addition, both the County Council draft and Planning Commission recommendations include provisions allowing outright permitted use status for safety, routine maintenance and other accessory improvements to continue. The Planning Commission recommendation includes a threshold for expansions of both existing refinery and transshipment facilities while the County Council draft merely requires a discretionary approval with mitigation prior to facility expansions beyond safety, routine maintenance and other accessory improvements. The creation of “leakage” emissions is not a probable consequence of the proposed action and is a remote and speculative consequence given that existing refineries continue as outright permitted uses, are allowed to do maintenance and safety and accessory improvements and may expand in the future either under the threshold proposed by the Planning Commission or if they meet proposed conditional use approval criteria.

(See Page 10 of 20 - SEPA Environmental Checklist)

B. Environmental Elements

5. Animals

d. Proposed measures to preserve or enhance wildlife, if any:

The revised code and SEPA proposals contain provisions to be consistent with the Washington State Department of Natural Resources’ Cherry Point Aquatic Reserve Management Plan. The State Department of Natural Resources has also, by Order of the State Lands Commissioner, prohibited issuance of aquatic land leases for any new docks or piers outside of the footprint of existing structures. The new plan and code provisions therefore provide that new docks and piers in the Cherry Point Heavy Industrial District are prohibited uses. The revisions also require that state and federal regulatory requirements be met prior to issuance of site clearing or construction permit issuance. This is to ensure that project applicants demonstrate that they have received federal and state authorizations for consistency with federal and state permitting requirements. These include evaluations by those agencies regarding Endangered Species Act for listed species in the vicinity of Cherry Point, consistency with enforceable treaty fishing rights, the Magnuson Amendment regarding transport of fossil fuel shipments in Puget Sound and other regulatory requirements. Additional SEPA policies and code provisions regarding

protection of habitat and species should ensure environmental protection of animals is addressed for future land use activities authorized once the amendments are adopted.

(See Page 10 of 20 - SEPA Environmental Checklist)

B. Environmental Elements

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

While this is a non-project action, the new provisions are directed, at least in part, at the existing and future of fuel production and transshipment from the Cherry Point Heavy Industrial Area. The revisions are intended to allow the existing fossil fuel refining and transshipment facilities to continue as outright permitted uses and to allow expansions of those facilities to occur through obtaining conditional use permit review and SEPA review. There are also a number of provisions allowing safety, maintenance and accessory uses to continue for existing facilities as outright permitted uses. The County Council and Planning Commission have considered a range of alternative approaches to the new regulations including the alternatives discussed in the attached report from Cascadia Law Group and have considered a range of comments on alternative treatments under the land use code received in public comments.

The County Council draft allows existing refinery and transshipment operations to continue as outright permitted uses but require conditional use permit review and approval for expansions beyond pre-existing production levels. The Planning Commission draft recommends an alternative under which the existing facilities would remain outright permitted uses and development would be allowed under a threshold for increases in maximum atmospheric distillation capacity of fossil fuels by more than 10,000 barrels per day (or 420,000 gallons per day). A new provision is also recommended by the Planning Commission to allow increases in tank capacity of by less than 200,000 barrels (8,400,000 gallons) without value added processing to be permitted outright where the County Council draft would require conditional use permit approval for all tank capacity expansions. Coal fired power plants are also now proposed to be a prohibited use as are additional piers and docks to be consistent with recent decisions of the Washington Department of Natural Resources to prohibit additional aquatic land leases in the Cherry Point Aquatic Reserve.

The County Council draft proposes that new renewable fuel refineries and transshipment facilities obtain a conditional use permit while the Planning Commission recommends that such facilities be outright permitted uses at Cherry Point. While both would allow new renewable fuel facilities to be established, the County Council draft would require discretionary review of new facilities under the County's conditional use permit processes. Under the existing Zoning Code, a Major Project Permit is required for either a permitted use or conditional use, if the criteria of WCC 20.88.120 are met (neither alternative would change this). Both alternatives

would continue to receive reviews under SEPA as specific project proposals come before the county for permit review.

Under the most stringent of the alternatives, there are no probable significant adverse effects on energy supplies as the existing refineries are allowed to continue as outright permitted uses and may continue to expand with a discretionary review under the county's conditional use permit process. Renewable fuel facilities would be allowed as outright permitted uses under the Planning Commission recommendation but would also be allowed through the conditional use permit process under the County Council's draft proposal. Quantification and mitigation of greenhouse gas impacts from specific energy production projects may be required under SEPA review under either the Planning Commission or County Council drafts when mitigation is not accomplished under federal, state or regional reviews by entities such as the Washington Department of Ecology or the Northwest Clean Air Agency. The County Council draft would require quantification and mitigation of greenhouse gases under the zoning code provisions as well as SEPA provisions.

(See Page 10 of 20 - SEPA Environmental Checklist)

B. Environmental Elements

6. Energy and Natural Resources

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

New zoning code provisions in the Council proposal require mitigation of greenhouse gas impacts from facilities that could be allowed through the conditional use/major project permit processes. The Planning Commission draft recommends removing the greenhouse gas quantification and mitigation provisions from the zoning code and rely on the SEPA review provisions. Both express the intent that the County should defer to other agencies with expertise where emissions have been effectively regulated and mitigated. However, the new provisions both provide mitigation authority for the County should there be a significant gap in the regulation and mitigation at the other levels of government.

(See Page 10 of 20 - SEPA Environmental Checklist)

B. Environmental Elements

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe:

A principal intention of the County Council's proposed revisions is to protect human and environmental health by quantifying and evaluating the impacts of expansions of existing fossil fuel refining and transshipment facilities and prohibiting the establishment of entirely new fossil fuel refining and transshipment facilities. New fossil fuel refining and transshipment facilities create the potential for air and climate pollution, risks of fire, explosion and hazardous substance releases and the County Council has determined under its police power that the County has taken its fair share of the risks of such facilities. The Council proposal allows the existing facilities to expand with appropriate conditional use review and environmental mitigation. The lifecycle greenhouse gas emissions of these facilities and the products shipped to, processed and shipped out of the facilities are a significant component of the State of Washington and Whatcom County's greenhouse gas emissions. Emissions from transportation produce between 40 and 50 percent of the total greenhouse gas emissions in the state's inventory and the existing facilities are two of the four largest refineries in the state. The land use code and SEPA provisions in the proposal require the quantification and mitigation of the impacts of facility expansions but allow the facilities to continue as outright permitted uses and expand under a discretionary review process under the County Council option. The County Council has expressed its intention in the whereas clauses of Resolution 2019-037 that existing facilities be allowed to continue and prosper but that expansions of those facilities be required to demonstrate that the impacts have been quantified and addressed by state, federal or regional regulations. And if that can't be demonstrated, that the impacts be mitigated through the gap filling provisions of SEPA and the land use code. It is anticipated that for most facility expansions the existing federal state and regional regulations will be adequate. The County Council has also expressed through the Resolution that the county has accepted its fair share of fossil fuel refineries and fossil fuel transshipment facilities and that no completely new facilities be permitted at Cherry Point. In addition, the Council has proposed that no new coal fired power plants be established at Cherry Point. The County Council is exercising its police powers to protect human and environmental health by limiting the impacts on the County to those from existing facilities and to make sure that expansions of the existing facilities and permitting processes for establishment of new renewable fuel facilities demonstrate compatibility and mitigation of impacts through the discretionary processes available under SEPA and the conditional use permit review process. As discussed above, the Planning Commission recommendations would establish thresholds for expansion of existing fossil fuel refining facilities under which no conditional use permit would be required.

(See Page 13 of 20 - SEPA Environmental Checklist)

B. Environmental Elements

8. Land and Shoreline Use

I. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

New code provisions will require conditional use/major project permits for expansions of refinery capacity and storage. Permit review will address compatibility and impacts, and consistency with plans. In contrast to the Council proposal, the Planning Commission proposal allows for the expansion of existing renewable fuel refineries and renewable fuel transshipment facilities and new renewable fuel refineries and renewable fuel transshipment facilities as permitted uses not requiring conditional use permit approval, except that new piers, docks, or wharves are prohibited in the Cherry Point Industrial District (see proposed WCC 20.68.070).

(See Page 17 of 20 - SEPA Environmental Checklist)

B. Environmental Elements

14. Transportation

g. Proposed measures to reduce or control transportation impacts, if any:

The proposed code amendments require consideration of transportation impacts and mitigation when individual projects are proposed. SEPA review and mitigation of specific project transportation impacts may be required and financial assurance (e.g. insurance) would be required under the new land use code provisions. The new provisions will also limit potential impacts from marine transportation on Cherry Point herring stocks, endangered salmon species and the Southern Resident Orca by prohibiting additional docks and piers to be consistent with the State Department of Natural Resources Cherry Point Aquatic Reserve Management Plan and recent decisions to prohibit further aquatic lands leases for such facilities.

(See Page 19 of 20 - SEPA Environmental Checklist)

C. Supplemental Sheet for Non-Project Actions

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise.

The Council's proposed zoning code amendments require reporting of emissions and mitigation above the baseline established at the time of permit. Local carbon offsets would be required or a fee in lieu of mitigation would be required which the County would use to provide local greenhouse gas mitigation projects. The County Council draft of the regulations includes both

SEPA policies and zoning code provisions to backstop the authorities of state, federal and regional air regulations but provides for deference to those agencies where they have provided comprehensive mitigation. The Planning Commission draft recommends removing the greenhouse gas quantification and mitigation provisions from the zoning code and rely on the SEPA review provisions. Both express the intent that the County should defer to other agencies with expertise where emissions have been effectively regulated and mitigated. However, the new provisions both provide mitigation authority for the County should there be a significant gap in the regulation and mitigation at the other levels of government.

(See Page 19 of 20 - SEPA Environmental Checklist)

C. Supplemental Sheet for Non-Project Actions

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposed amendments would prohibit new fossil fuel refineries, new docks and piers and coal fired power plants within the Cherry Point Heavy Industrial Zone. This would eliminate the potential impacts on plants, animals, fish and marine life from such facilities. The amendments may also require the quantification and mitigation of air, climate and other impacts under SEPA and establish new substantive policies and procedures for ensuring impacts have been quantified for expansions of existing facilities. The proposal also includes language requiring a review of consistency with federal, state and regional permitting requirements to ensure that environmental impacts have been addressed under those processes. Additional SEPA policies are added to ensure that gaps in mitigation are filled if County officials determine that is necessary during individual project permitting reviews.

(See Page 19 of 20 - SEPA Environmental Checklist)

C. Supplemental Sheet for Non-Project Actions

3. How would the proposal be likely to deplete energy or natural resources?

The proposed amendments would allow existing refineries to continue in operation and therefore there would be some continuing depletion of crude oil resources worldwide. Because the proposed amendments would allow both existing refineries to continue in operation and to expand under conditional use or Major Project Permit discretionary reviews it is not expected there would be any reduction in the ability to meet regional fuel production demands.

Cherry Point Amendments SEPA Checklist – Supporting Documents Incorporated by Reference

1. Commissioner’s Order Dated 1/3/2017 Regarding Cherry Point Aquatic Reserve -
https://www.dnr.wa.gov/publications/aqr_resv_cp_cplorder_201701.pdf?cn6va
2. Cherry Point Aquatic Reserve Map -
https://www.dnr.wa.gov/sites/default/files/publications/aqr_resv_cp_ownership_map_20161205.pdf?cn6va
3. DNR’s Cherry Point Environmental Aquatic Reserve Management Plan -
https://www.dnr.wa.gov/publications/aqr_resv_cp_mgmtplan_amend_201702.pdf?cn6va
4. U.S. Army Corps of Engineers Memorandum For Record dated May 9, 2016 finding more than a de minimis impact on treaty fishing rights for Gateway Pacific Terminal -
<http://www.nws.usace.army.mil/Portals/27/docs/regulatory/NewsUpdates/160509MFRUADeMinimisDetermination.pdf>
5. Northwest Sea Farms v. U.S. Army Corps of Engineers, 931 F. Supp 1515 (W.D. Wash. 1996), holding that more than a de minimis impact on treaty fishing rights precludes issuance of a Corps permit.
https://scholar.google.com/scholar_case?case=14211548503198922436&q=Northwest+Seafarms+v.+U.S.+Army+Corps+of+Engineers&hl=en&as_sdt=6,48&as_vis=1
6. 2015 Ecology Vessel Traffic Risk Assessment;
<https://fortress.wa.gov/ecy/publications/documents/1708009.pdf>
7. February 12, 2018 Cascadia Law Group Report to the County Council:
<http://www.co.whatcom.wa.us/DocumentCenter/View/32762/ab2018-076?bidId=>
8. County Council Draft Amendments Referred to the County Planning Commission under Resolution 2019-037:
<http://documents.whatcomcounty.us/weblink8/0/doc/4451795/Page1.aspx?searchid=d1af0c6d-d6bf-42fa-be07-fcc87960b08d>
9. Planning Commission’s Final Recommendations for Amendments to County Council Dated July 10, 2020:
 - Exhibit A: <https://www.whatcomcounty.us/DocumentCenter/View/48821/12a-Exhibit-A-Comp-Plan-Amendments---July-10-2020>
 - Exhibits B – D: <https://www.whatcomcounty.us/DocumentCenter/View/48822/12b-Exhibits-B---D-Code---Amendments---July-10-2020>



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-084

File ID:	MIN2020-084	Version:	1	Status:	Agenda Ready
File Created:	07/30/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for July 28, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Special Council Jul 28 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

Tuesday, July 28, 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 10:30 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

Committee Discussion

1. [AB2020-234](#) Discussion regarding goals, guidelines, and approach to updating current and future budgets

The following people spoke and answered questions during this discussion:

- Satpal Sidhu, County Executive
- Dana Brown-Davis, Clerk of the Council

Donovan moved to add a goal to maintain public services and staffing levels. The motion was seconded by Frazey.

Councilmembers discussed the motion.

Elenbaas suggested a friendly amendment to add appropriate level of service and appropriate level of staffing to the motion.

Donovan **did not accept** the friendly amendment but stated he would entertain a friendly amendment to say "Maintain public service and staffing levels within the context of this fiscal crisis."

Councilmembers and Sidhu continued to discuss the motion.

Donovan stated someone could amend his motion to say "Strive to maintain service and staffing levels while recognizing the constraints of the current fiscal crisis."

Kershner suggested a friendly amendment to the motion so it reads: Strive to maintain service and staffing levels while recognizing the constraints of the current fiscal crisis.

Donovan accepted the friendly amendment.

Councilmembers discussed and Donovan restated the amended motion.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 1 - Byrd

Browne moved to remove goals two and three from the document “Budget Goals and Priorities - Byrd” (on file) as follows:

1. Establish two budgets reflecting a 10% and 20% decrease from 2019 revenue.
2. ~~Achieve county wide unemployment rate of 5% or less by end of 2022.~~
3. ~~Achieve a balanced and affordable housing market, with MSI between 5-7 months and vacancy rate between 5-7% by end of 2023.~~

He stated he would like to discuss them as principles. The motion was seconded by Donovan.

Councilmembers and Sidhu discussed the motion.

Browne withdrew his motion and **moved** to retain goals two and three but to amend the language of the goals as follows:

2. Use expenditures to encourage local employment where possible
3. Retain resources engaged in addressing housing affordability

The motion was seconded by Donovan.

Councilmembers and staff discussed the motion.

The motion failed by the following vote:

Aye: 3 - Buchanan, Donovan, and Browne

Nay: 4 - Byrd, Elenbaas, Frazey, and Kershner

Byrd facilitated a discussion about guiding principles and Councilmembers discussed with Brown-Davis which documents had already been used in previous discussions.

Kershner moved that the list under “Council Suggestions” be adopted along with the examples of guiding principles as listed in “Budget Goals and Priorities - Byrd” (on file). The motion was seconded by Frazey.

Councilmembers discussed the motion and decided which document they should work from. They concurred to refer to the document "Frazey's Additions to Byrd's Priorities" (on file).

Kershner withdrew her motion and **moved** to adopt the guiding principles one through eight as listed in the document "Frazey's Additions to Byrd's Priorities" dated 6/16/2020 (on file). The motion was seconded by Frazey.

Councilmembers discussed the budget Guiding Principles and Council Suggestions in the aforementioned document, made changes, and came up with the following list of guiding principles:

1. Children and families first.
2. Is this money being spent efficiently and effectively.
3. Prioritize deferred maintenance projects based on the level of importance.
4. Prioritize projects which leverage third party grant funding.
5. Invest in digital infrastructure.
6. Retain expertise within staffing.
7. Ensure transparency in decisions, information, and data.
8. Prioritize environmentally sustainable solutions.
9. Prioritize funding to address up stream issues that ultimately reduce costs to the community.
10. Be open to new ideas and consider creative approaches and solutions.
11. Prioritize cost sharing and collaboration with other jurisdictions.
12. Work within our authority.
13. Prioritize projects or initiatives working with Whatcom County businesses and agriculture.
14. Reduce unnecessary redundancies within county.

Clerk's note: Donovan and Buchanan left the meeting around 1 p.m.

Kershner withdrew her motion and **moved** to approve this amended list as their guiding principles. The motion was seconded by Frazey.

Councilmembers discussed holding the motion until all Councilmembers are present.

Kershner withdrew her motion and Councilmembers agreed to hold her motion until all Councilmembers are present.

This agenda item was DISCUSSED AND MOTIONS WERE APPROVED.

Other Business

Kershner spoke about the next action steps including inviting a local economist, businesses, and non-profit services agencies to give presentations to the Councilmembers on their various areas of expertise and when that process should start.

Dana Brown-Davis, Clerk of the Council, suggested that Councilmember Byrd put the information from today in a Resolution for next week.

Adjournment

The meeting adjourned at 1:23 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: MIN2020-085

File ID:	MIN2020-085	Version:	1	Status:	Agenda Ready
File Created:	07/31/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for July 22, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Meeting Summary for July 22, 2020

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

JULY 22, 2020
2:30 P.M. VIRTUAL MEETING

MEETING PARTICIPANTS

Lisa Anderson, Bellingham City Councilmember
Kate Bishop, Ferndale City Councilmember
Rud Browne, Whatcom County Councilmember
Barry Buchanan, Whatcom County Councilmember
Tyler Byrd, Whatcom County Councilmember
Ross Cline, Nooksack Tribe
Kyle Christensen, Mayor of Sumas
Eric Davidson, Blaine City Councilmember
Melanie Dickinson, Everson City Clerk/Treasurer
Todd Donovan, Whatcom County Councilmember
Ben Elenbaas, Whatcom County Councilmember
Seth Fleetwood, Mayor of Bellingham
Carol Frazey, Whatcom County Councilmember
Mark Gardner, City of Bellingham Legislative Analyst
Cathy B. Halka, County Council Legislative Analyst
Greg Hansen, Mayor of Ferndale
Brian Heinrich, Bellingham Deputy Administrator
Dan Hammill, Bellingham City Councilmember
Hollie Huthman Bellingham City Councilmember

Michael Jones, Blaine City Manager
Tom Jones, City of Nooksack Councilmember
Kathy Kershner, Whatcom County Councilmember
Scott Korthuis, Mayor of Lynden
Gene Knutson Bellingham City Councilmember
Nick Laninga, City of Lynden Councilmember
Michael Lilliquist, Bellingham City Councilmember
Mike Martin, Lynden City Administrator
Richard May, Blaine City Councilmember
Ryan O'Larey, City of Ferndale Councilmember
Bonnie Onyon, Blaine City Councilmember
John Perry, Mayor of Everson
Herb Porter, Ferndale City Councilmember
Satpal Sidhu, Whatcom County Executive
Paul Shuey, City of Ferndale Councilmember
Hannah Stone Bellingham City Councilmember
Kyle Strengtholt, Lynden City Councilmember
Pinky Vargas, Bellingham City Councilmember
Mark Wohlrab, Lynden City Councilmember

CALL TO ORDER

Council Chair Barry Buchanan called the virtual meeting to order at 2:30 p.m. and introduced the following agenda item:

1. Discussion with city leaders to explore ways to collaborate to improve efficiency for the benefit of taxpayers (AB2020-304)

Chair Buchanan thanked all participant for joining the meeting and asked Councilmember Browne to explain the proposed meeting expectations.

Councilmember Browne thanked meeting attendees for participating and stated he is heartened by the huge number of representatives joining from most all jurisdictions in Whatcom County. The meeting turnout clearly shows a commitment to trying to find ways to provide the same or better level of service to the community even in the face of a pretty significant financial challenge moving forward. The purpose of the meeting is to look at some of the collaborative services currently being provided to the community, like jail and specific Treasurer services, and discuss ideas for additional opportunities to consolidate and collaborate.

Chair Buchanan opened the meeting up for comments and the following participants spoke:

- Pinky Vargas, Bellingham City Councilmember: Focus on items that are redundant and will actually save money, not cost jurisdictions more money. Examples of services that could be consolidated are anything in the public safety realm, including emergency management, mental health services, and dispatch.
- Todd Donovan, Whatcom County Councilmember: Research legality of combining certain services. Consolidating some services may be more challenging than others, both legally and financially.
- Dan Hammill, Bellingham City Councilmember: Not interested in creating another layer of bureaucracy in a municipal shared multi-jurisdictional LLC unless there is a compelling reason to do so. Collaborative opportunities may be found in 911 call response, mental health and substance use response, criminal justice facilities, and emergency management.
- Lisa Anderson, Bellingham City Councilmember: Planning may not be an area to consolidate, but opportunities may be found in purchasing bulk items, sharing equipment through lease or contract, and sharing certain positions. Bring department heads into the discussion to identify areas where partnerships could be beneficial. Look to the long term by supporting a state bank.
- Michael Lilliquist, Bellingham City Councilmember: Supports any ideas that can deliver services cheaper and more efficiently. Explore all levels of cooperation. Efficiencies may be found in merging functions without having to fully merge services. Supports looking at all efficiencies that can be realized.
- Michael Jones, Blaine City Manager: Cooperation could work well in areas where delivered services are very uniform across the board, like jail services and some parks services, but may not work well in other areas like planning and public works.
- Eric Davidson, Blaine City Councilmember: Areas that could work are shared vehicles in public works and shared human resources services, especially between the small municipalities. Don't make change for change sake, just because it feels good. Wants to see the numbers, but cost per constituent shouldn't always be the bottom line. Customer service is very important, so if it costs a little extra to continue to provide that, its important to do so.
- Scott Korthuis, Mayor of Lynden: Consolidation of What-Comm 911 could be a huge opportunity to consolidate services. It will take political will to make this happen and save money for the community. There would be push-back by police and fire.
- Gene Knutson, Bellingham City Councilmember: As a next step, have staffs get together and discuss the ideas brought up today and see what's feasible and what's not feasible and go from there.
- Richard May, Blaine City Councilmember: Reallocation of resources. Look at possible changes to 911 dispatch to send specific types of responses to specific situations. Share some staff positions and seldom used resources.
- Barry Buchanan, Whatcom County Council Chair: One area to look at for consolidation is Hearing Examiner services, possibly as a pilot project. Next steps should be getting staffs together to look at the list of ideas from today and give feedback on feasibility and technical aspects and look into legalities.
- Seth Fleetwood, Mayor of Bellingham: As policy makers, if the group agrees there is wisdom and broad agreement and sees opportunity to reduce cost through improved efficiencies or reduction in duplications, have staff leaders work with their staff members to come up with a list of areas where they see opportunities and those ideas can be brought back to the group at a future meeting.

- Michael Lilliquist, Bellingham City Councilmember: Agrees with Mayor Fleetwood's comments and if a majority of the policy makers agree, move forward with the exercise. The City contracts for Hearing Examiner services ...(Councilmember Lilliquist's phone disconnected before he finished commenting).
- Todd Donovan, Whatcom County Councilmember: In addition to getting department heads and staff involved there needs to be a discussion with the County Treasurer about all the different pools of money that area already dedicated and may be a barrier to combining some services. Find out what barriers there are in state law and what examples are available from other jurisdictions.
- Rud Browne, Whatcom County Councilmember: The legal structure of shared services and expenses can be navigated. Legal guidance will be requested before moving forward.
- Tyler Byrd, Whatcom County Councilmember: Get department heads from the different municipalities together to brainstorm opportunities and how they can work together.
- Satpal Sidhu, Whatcom County Executive: Schedule a joint meeting like this on a regular basis, maybe twice a year. Get department heads together and have them look at potential joint efforts from their perspective. Water is a countywide issue where all jurisdictions will need to come to a settlement, compromise, or agreement. Any suggestions are welcome. Parks and recreation and forest management may be areas where there can be good cooperation.
- Pinky Vargas, Bellingham City Councilmember: Supports talking to department heads. Human resources and IT are complicated departments and may not be easily shared. Look at legalities of combining planning and development services. Look at state regulations. The City of Bellingham is looking to shift to a different approach to justice, mental health, and crisis management and how to provide those services in a more humane and effective way. Work together to do the right thing for our cities and the County. Important to get a list from departments of what can actually work and then see what the political will of the group is and go from there. It's going to be challenging. Uniting is going to be a very important part of being effective.
- Dan Hammill, Bellingham City Council: Encouraged the group to watch upcoming meetings of the Bellingham City Council's Public Health, Safety, and Justice Committee where several of the items mentioned today related to mental health will be discussed. In addition to seeking resources from Municipal Research and Services Center (MRSC), look at National Association of Counties (NACo) and National League of Cities (NLC) for information. Discuss possibility of adding small cities to the agreement between the Port of Bellingham, City of Bellingham, and County for shared lobbyist.
- Bonnie Onyon, Mayor of Blaine: Rely on staff to focus in on where cost saving can occur. Areas that may work are equipment sharing, lawn mowing, and maybe behavioral health. Look to MRSC for examples of cooperation between cities and counties.
- Tyler Byrd, Whatcom County Councilmembers: Related to IT, look at providing off-site secondary data storage shared between jurisdictions and the possibility of sharing software like the County's agenda management system so all meeting information can be located in one place. Look into the possibility of sharing staff members across jurisdictions and sharing in the cost of wages and benefits.

Council Chair Buchanan thanked all the meeting participants for attending the meeting.

Councilmember Browne provided a brief recap of the meeting and mentioned the consistent theme of combining 911 services. He asked the group if there were any objections to opening up the conversation of consolidating 911 to include Skagit and San Juan counties (comments provided later in the meeting note that participants require more information before agreeing to pursue this idea further). He also stated that the possibility of sharing expensive capital equipment was noted several times during the meeting. Browne noted that there may be cost savings in a shared common health care plan.

NEXT STEPS

- City and County leaders will go back to department heads and staff and ask for ideas on where consolidation and collaboration will work best.
- Cathy B. Halka, County Council Legislative Analyst, will research the jurisdictional questions asked during the meeting and provide information back to the group prior to the next meeting.
- Proposed next meeting dates are September 9 and 16 at 1 p.m. Cathy B. Halka will follow-up with participants to get the next meeting scheduled.

ADJOURN

The meeting adjourned at 3:38 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Dana Brown-Davis, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-086

File ID:	MIN2020-086	Version:	1	Status:	Agenda Ready
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Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for August 5, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Committee of the Whole Aug 5 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 - MAY BEGIN EARLIER/LATER THAN 2:30 P.M.

Wednesday, August 5, 2020

2:30 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 2:30 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. [AB2020-334](#) Resolution establishing County Council budget goals and guidelines
Byrd and Frazey briefed the Councilmembers on their proposed substitute Resolution (on file).

Kershner moved that the substitute Resolution be approved. The motion was seconded by Byrd.

The following people spoke about the status of County revenue, how it relates to revenue projections, and how that should affect budget formation:

Tyler Schroeder, Executive's Office
Brad Bennett, Administrative Services Department
Satpal Sidhu, County Executive

Councilmembers and staff discussed the percentage of budget reductions that would be necessary, whether the Administration has considered whether there are departments that can cut more than 20 percent and departments that should not cut 20 percent, looking at layoffs if budget reductions need to be made beyond ten percent, whether the County could reach out to representatives in Olympia to ask them to take action to release restrictions on some of the siloed funds so that they could be used in other ways, what projections documents the Administration is working from and whether those have been updated since June.

Councilmembers and staff discussed the motion and the proposed substitute Resolution.

Browne moved that the substitute Resolution be amended with his proposed changes as presented to Councilmembers via an email.

Buchanan moved to hold the motion until tonight and to forward the substitute Resolution to the Council without a recommendation. The motion was seconded by Frazey.

Buchanan's motion that the substitute Resolution be FORWARDED TO COUNCIL WITHOUT A RECOMMENDATION carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey and Kershner

Nay: 1 - Elenbaas

Absent: 0

Committee Discussion

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

Tyler Schroeder, Executive's Office spoke.

Clerk's note: Health Department staff was no longer present at the meeting so Councilmembers discussed what questions they would like answered or information they need. They included:

- How many tests we will be able to do
- Meeting information for a group of local physicians and other health agencies which meets on Mondays and considering whether this group could be used as an additional advisory body

2. [AB2020-234](#) Discussion regarding goals, guidelines, and approach to updating current and future budgets

Clerk's note: Councilmembers briefly discussed this item and what to do going forward but stopped when Health Department staff joined the meeting.

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

Clerk's note: Health Department staff returned to the meeting.

The following staff spoke:

Erika Lautenbach, Health Department Director
Greg Stern, Health Officer

Lautenbach addressed questions and spoke about the following:

- The Health Department's social marketing campaign
- The next steps of the Health Department and Public Health Advisory Board (PHAB) in their work with businesses
- Coordinating with Skagit County for doing low barrier COVID-19 testing
- A community health assessment done by the Health Department and other partners which looks at all the factors that impact our community

Stern spoke about the Health Department's work with the school superintendents and the recently released guidelines for whether to open schools to in-class instruction in the fall. He and Lautenbach answered questions about whether distance learning is a recommendation from the Health Department or a medical order, whether there was discussion about adequate school staffing levels, and whether there was discussion about the scenario of a child who is exhibiting symptoms but a parent has no choice but to send them to school.

This agenda item was DISCUSSED.

2. [AB2020-234](#) Discussion regarding goals, guidelines, and approach to updating current and future budgets

Councilmembers spoke about next steps and continuing discussion on this tonight or having another work session.

This agenda item was DISCUSSED.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 4:24 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: MIN2020-087

File ID:	MIN2020-087	Version:	1	Status:	Agenda Ready
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Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole - Executive Session for August 5, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Committee of the Whole Exec Aug 5 2020

Whatcom County Council Committee of the Whole-Executive Session

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



Committee Minutes - Draft Minutes

VIRTUAL MEETING - MAY BEGIN EARLIER/LATER THAN 3:30 P.M.

Wednesday, August 5, 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 4:35 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

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 5:55 p.m. If the meeting extends beyond the stated conclusion time, Council staff will step out of the meeting to make a public announcement.

Donovan moved to go into executive session until no later than 5:55 p.m. to discuss the agenda items pursuant to the RCW citation as announced by the Council Chair. The motion was seconded by Byrd.

The motion carried by the following vote:

Aye: 7 - Buchanan, Donovan, Frazey, Elenbaas, Kershner, Browne, and Byrd

Nay: 0

1. [AB2020-328](#) Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Vargas v. Whatcom County, et al. US District Court Western District of WA No. 2:20-cv-00921 and Anderson as Representative of Estate of Powless v. Whatcom County, US District Court Western District of WA No. 2:20-cv-01125 [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.

2. [AB2020-333](#) Discussion with Chief Civil Deputy Prosecutor Karen Frakes regarding potential litigation related to proposed fossil fuel regulations [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 5:36 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: MIN2020-088

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Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Regular County Council for August 5, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Council Aug 5 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

Wednesday, August 5, 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

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, reported on the following items:

- Work on the next biennium budget
- CARES Act dollars pooled with the Cities to help local small businesses
- A plan for a mobile low-barrier testing program for COVID-19
- The recent recommendation for schools to be operating remotely in the fall

MINUTES CONSENT

Donovan moved to accept the minutes consent items. The motion was seconded by Frazey (see votes on individual items below).

1. [MIN2020-077](#) Committee of the Whole - Executive Session for July 7, 2020

Donovan moved and Frazey seconded that the Minutes Consent 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. [MIN2020-078](#) Committee of the Whole for July 7, 2020

Donovan moved and Frazey seconded that the Minutes Consent 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. [MIN2020-079](#) Regular County Council for July 7, 2020

Donovan moved and Frazey seconded that the Minutes Consent 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. [MIN2020-081](#) Water Work Session for July 14, 2020

Donovan moved and Frazey seconded that the Minutes Consent 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. [MIN2020-082](#) Regular County Council for July 21, 2020

Donovan moved and Frazey seconded that the Minutes Consent 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. [MIN2020-083](#) Committee of the Whole for July 21, 2020

Donovan moved and Frazey seconded that the Minutes Consent 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

PUBLIC HEARINGS

Clerk's note: Council staff gave instructions on how to join a public hearing.

1. [AB2020-291](#) Ordinance regarding installation of stop signs on certain County Roads

The following staff spoke:

- Mike Donahue, Public Works Department

- Jason Ardt, Public Works Department

They answered questions about what county roads are involved, when and why the round-about was removed and replaced with an all-way stop, and whether the reasons for removal apply to just this round-about.

Buchanan opened the public hearing and hearing no one, closed the public hearing.

Donovan moved that the Ordinance be adopted. The motion was seconded by Byrd.

Councilmembers and staff continued to discuss the item and how the County can see what was unique about this situation and learn from it for the future.

Donovan's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-041

2. [AB2020-330](#) Public hearing to review potential uses of, and application for, a Community Development Block grant CV1 consortium grant for addressing COVID-19 impacts in Whatcom County

Tyler Schroeder, Executive's Office, briefed the Councilmembers.

Buchanan opened the public hearing and the following people spoke:

- Paul Schissler

Hearing no one else, Buchanan closed the public hearing.

Byrd moved that the request be approved. The motion was seconded by Donovan.

Tyler Schroeder, Executive's Office, and Dana Brown-Davis, Clerk of the Council, answered questions about how they are defining temporary housing facilities in the public notice and the document in which it was referenced.

Councilmembers, Schroeder, and Satpal Sidhu, County Executive, continued

to discuss the item, what specifically they would be approving, the time frame for using the money, and how the money will and should be used.

Byrd's motion that the request be APPROVED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

OPEN SESSION (20 MINUTES)

Clerk's note: Council staff played a short video on how to join the Open Session.

No one spoke.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Byrd reported for the Finance and Administrative Services Committee and **moved** that item numbers 2-6, 8-9, and 11-12 be authorized by consent. Councilmembers voted on those items and the motion carried 7-0 (see votes on individual items below).

Byrd reported for the Finance and Administrative Services Committee and **moved** that item numbers 1, 7, and 10 be considered individually (see votes on individual items below).

1. [AB2020-191](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington State University to continue the jointly shared costs for faculty positions and program support for WSU Extension in the amount of \$239,047 for a total amended contract amount of \$2,238,323.90

Clerk's note: Action was taken on this item later. See motion and vote on this item below after Consent Agenda Item #12.

2. [AB2020-295](#) Request authorization for the County Executive to enter into an agreement between Whatcom County and Sun Community Services to lease the property known as Sun House, located at 515 E Chestnut Street in Bellingham

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [AB2020-302](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham for actions to support the Aquatic Invasive Species Program, in the amount of \$28,800

Byrd reported for the Finance and Administrative Services Committee and moved that the Agreement be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

4. [AB2020-303](#) Request authorization for the County Executive to enter into a contract between Whatcom County and San Juan Cruises to provide temporary passenger ferry service to Lummi Island, in the amount of \$83,328

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

5. [AB2020-305](#) Request authorization for the County Executive to enter into a contract between Whatcom County and the State of Washington Office of Crime Victims Advocacy to continue to fund the VGAL Program Coordinator to grow the VGAL program, in the amount of \$74,998.00

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

6. [AB2020-306](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and U.S. Department of Justice for Organized Crime Drug Enforcement Task Forces (OCDETF), in the amount of \$2,500.00

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion

carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

7. [AB2020-307](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to administer the Washington State Department of Commerce Housing and Essential Needs Program in the amount of \$608,211 for a total amended contract amount of \$2,037,324

Clerk's note: Action was taken on this item later. See motion and vote on this item below.

8. [AB2020-311](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to support the ongoing COVID-19 response, in the amount of \$25,397

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

9. [AB2020-323](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$273,500

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

10. [AB2020-324](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$53,791

Clerk's note: Action was taken on this item later. See motion and vote on this item below.

11. [AB2020-325](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Catholic Community Services to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$51,510

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

12. [AB2020-326](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and James P. Richmond, attorney, for legal services related to the Assessor's appeal in the amount of \$80,000

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

1. [AB2020-191](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington State University to continue the jointly shared costs for faculty positions and program support for WSU Extension in the amount of \$239,047 for a total amended contract amount of \$2,238,323.90

***Byrd* reported for the Finance and Administrative Services Committee and *moved* that the Memorandum of Agreement be authorized by consent.**

Councilmembers, Satpal Sidhu, County Executive, and Tyler Schroeder, Executive's Office, discussed who is facilitating the Water Resources Coordinator Program, the need for more information and details about the request, and whether the item should be held until they can get an annual report.

Byrd's motion that the Memorandum of Agreement be AUTHORIZED BY CONSENT carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 1 - Byrd

Absent: 0

7. [AB2020-307](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to administer the Washington State Department of Commerce Housing and Essential Needs Program in the amount of \$608,211 for a total amended contract amount of \$2,037,324

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Contract be authorized by consent.

Councilmembers discussed the motion.

Byrd's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 1 - Byrd

Absent: 0

10. [AB2020-324](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$53,791

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Contract be authorized by consent.

Tyler Schroeder, Executive's Office, and Satpal Sidhu, County Executive, answered questions about whether this is funneling CARES Act dollars through the County to youth housing and support services, whether it is coming out of the general fund, whether other groups have the opportunity for reimbursement too, and the requested reimbursement for work on the HVAC system.

Byrd's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Abstain: 1 - Byrd

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

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

Byrd reported for the Finance and Administrative Services Committee and moved 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

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

Byrd reported for the Finance and Administrative Services Committee and moved 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

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

Byrd reported for the Finance and Administrative Services Committee and moved 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

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

Byrd reported for the Finance and Administrative Services Committee and moved 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

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

Byrd reported for the Finance and Administrative Services Committee and moved 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

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

Byrd reported for the Finance and Administrative Services Committee and moved 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

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

Byrd reported for the Finance and Administrative Services Committee and moved 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

8. [AB2020-309](#) Request authorization for the County Executive to enter into a contract between the Whatcom County Flood Control Zone District and Reichardt & Ebe Engineering, Inc., for engineering design services for the Ferndale Levee Improvement Project (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

9. [AB2020-297](#) Ordinance amending the 2020 Whatcom County Budget, request no. 15, in the amount of \$716,503

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: ORD 2020-042

10. [AB2020-301](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Association of Sheriffs and Police Chiefs for the Registered Sex Offender Address Verification Program, in the amount of \$139,263.00

Byrd reported for the Finance and Administrative Services Committee and moved 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

11. [AB2020-313](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Washington State Department of Health to provide funding for the delivery of various public health programs and services in the amount of \$408,842 for a total amended contract amount of \$4,928,000

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

12. [AB2020-315](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Point Roberts Park & Recreation District Number 1 for use of Lighthouse Marine Park to establish a kayak program

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Interlocal be authorized.

Councilmembers discussed the item.

Mike McFarlane, Parks and Recreation Department Director, answered whether the funding for this is money that the park district voted in themselves and whether the kayaks are a separate budget item.

Byrd's motion that the Interlocal be AUTHORIZED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

13. [AB2020-317](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Commerce to provide resources to prevent, prepare for, and respond to the COVID-19 pandemic among individuals and families who are homeless or receiving homeless assistance, in the amount of \$494,112

Byrd reported for the Finance and Administrative Services Committee and moved 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

14. [AB2020-318](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Fire Protection District #7 to cover the costs for students to attend the paramedic training program in the amount of \$218,640

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Interlocal be authorized.

Councilmembers and Satpal Sidhu, County Executive, discussed the motion

and how students in the program are paid.

Byrd's motion that the Interlocal be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 1 - Byrd

Absent: 0

15. [AB2020-319](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and North Whatcom Fire Authority to cover the costs for students to attend the paramedic training program in the amount of \$206,000

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 1 - Byrd

Absent: 0

16. [AB2020-320](#) Request authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and Bellingham Fire Department to cover the costs for students to attend the paramedic training program including class administration costs and supplies in the amount of \$642,503.07

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 1 - Byrd

Absent: 0

17. [AB2020-321](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Bellingham to extend the current What-Comm Agreement through 12/31/23

Byrd reported for the Finance and Administrative Services Committee and moved 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

(From Council Committee of the Whole)

Donovan moved to approve defense and indemnification of employee defendants named in Anderson as Personal Rep. of Estate of Kirk Powless, et al. v. Whatcom County, et al., US District Court for the Western District of Washington No. 2:20-cv-01125.

The motion was seconded by Byrd.

The motion carried by the following vote:

Aye: 7 - Kershner, Browne, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

Nay: 0

Donovan moved to approve defense and indemnification of employee defendants named in Martin Vargas v. Whatcom County Sheriff's Office, et al., US District Court for the Western District of Washington No. 2:20-cv-00921JCC.

The motion was seconded by Buchanan.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Donovan moved to approve defense and indemnification of employee and contractor defendants named in Donald Calvin v. Bill Elfo, Wendy Jones, Dr. Andrews, Deputy Otten, Deputy Lloyd, Deputy Keeley, Deputy Charroin, et al., US District Court for the Western District of Washington No. 2:20-cv-00866RSMBAT.

The motion was seconded by Byrd.

The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Kershner, and Browne

Nay: 0

18. [AB2020-334](#) Resolution establishing County Council budget goals and guidelines

Clerk's note: This item was skipped and they returned to it after AB2020-253 (see below).

Enactment No: RES 2020-032

(No Committee Assignment)

19. [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

Clerk's note: The video time stamp for this item is off and starts on AB2020-334 above.

Byrd moved that the Resolution Requiring a Public Hearing be approved. The motion was seconded by Browne.

Councilmembers discussed the item and whether questions about it had been addressed.

Byrd's motion that the Resolution Requiring a Public Hearing be APPROVED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2020-031

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2020-300](#) Appointment to the Homeless Strategies Workgroup, Special Populations position, applicant(s): Michael Berres

Clerk's note: The Council started to discuss this item and then stopped and came back to it after AB2020-334 (see below).

(From Council Committee of the Whole)

18. [AB2020-334](#) Resolution establishing County Council budget goals and guidelines

Browne moved that the substitute Resolution be approved. The motion was seconded by Byrd.

Browne moved that the substitute be amended according to the changes made in the email he sent to Council today at 3:48 p.m. He read the amendments to Attachment A into the record (on file). The motion was seconded by Donovan.

Councilmembers discussed the proposed amendments to the substitute

Resolution.

Donovan suggested a friendly amendment to add the same language to the main body of the resolution.

Browne accepted the friendly amendment.

Councilmembers and Satpal Sidhu, County Executive, discussed the Resolution and the proposed amendments.

Elenbaas moved to call the question. The motion was seconded by Donovan.

The motion to call the question carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Kershner, Browne, Buchanan, Byrd, and Donovan

Nay: 0

The motion to amend the substitute Resolution carried by the following vote:

Aye: 5 - Donovan, Frazey, Kershner, Browne, and Buchanan

Nay: 2 - Elenbaas and Byrd

Browne's motion that the SUBSTITUTE Resolution be APPROVED AS AMENDED carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Elenbaas

Nay: 2 - Byrd, and Kershner

Absent: 0

Enactment No: RES 2020-032

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2020-300](#) Appointment to the Homeless Strategies Workgroup, Special Populations position, applicant(s): Michael Berres

Donovan moved and Browne seconded that Michael Berres be APPOINTED.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

INTRODUCTION ITEMS

Browne moved to introduce items one through three. The motion was seconded by Donovan (see votes on individual items below).

1. [AB2020-316](#) Ordinance amending the 2020 Whatcom County Budget, request no. 16, in the amount of \$987,509

Browne moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 1 - Kershner

Absent: 0

2. [AB2020-310](#) Ordinance granting Gordon Montgomery and John Milobar, a non-exclusive franchise for the provision of sewer services

Browne moved and Donovan seconded that the Ordinance Requiring a Public Hearing be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 1 - Kershner

Absent: 0

3. [AB2020-308](#) Resolution vacating a portion of Horton Road

Browne moved and Donovan seconded that the Resolution Requiring a Public Hearing be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 1 - Kershner

Absent: 0

SPECIAL NOTIFICATION

1. [AB2020-332](#) Special notice: County Council sent a time-sensitive letter to the Governor on July 29, 2020, encouraging development of a plan to allow close family members to visit their loved ones in congregate care facilities

This agenda item was REPORTED.

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports.

The following people discussed with Councilmembers the budget process and when to meet about it again:

- Tyler Schroeder, Executive's Office
- Satpal Sidhu, County Executive

Kershner moved to adjourn the meeting. The motion was seconded by Elenbaas.

The motion failed by the following vote:

Aye: 2 - Byrd and Kershner

Nay: 5 - Buchanan, Donovan, Elenbaas, Frazey, and Browne

Buchanan moved to take up discussion of the budget on September 15 as suggested by the Administration. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 7 - Byrd, Donovan, Elenbaas, Frazey, Kershner, Browne, and Buchanan

Nay: 0

Councilmembers continued to give reports and updates.

ADJOURN

The meeting adjourned at 9:28 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: AB2020-086

File ID:	AB2020-086	Version:	1	Status:	Introduced for Public Hearing
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
07/21/2020	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

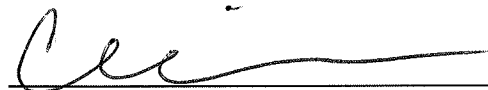
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

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

CENTERLINE SOLUTIONS

Company Name

8218 154th AVE. NE STE. 120

Mailing Address

Redmond WA 98133

City

State

Zip

206 334 4116

Phone Number

[Signature]
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: AB2020-351

File ID:	AB2020-351	Version:	1	Status:	Agenda Ready
File Created:	08/27/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Confirmation/appointment of councilmembers to serve on two subcommittees of a five-county regional cooperation group (Skagit, Whatcom, Island, San Juan, and Snohomish)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Confirmation/appointment of councilmembers to serve on two subcommittees of a five-county regional cooperation group (Skagit, Whatcom, Island, San Juan, and Snohomish)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: NOTES FROM 8.20.2020 MEETING

PER STAFF NOTES FROM THE AUGUST 20, 2020, MULTI-JURISDICTIONAL MEETING, TWO SUB-GROUPS WERE CREATED:

POLICY GROUP – **COUNCIL TO CONFIRM APPOINTMENT OF COUNCILMEMBER RUD BROWNE**

FRAMEWORK GROUP – **COUNCIL TO SELECT ONE MEMBER TO SERVE AS REPRESENTATIVE**

Agenda

SWISS Counties Meeting

(Snohomish, Whatcom, Island, Skagit, San Juan)

Thursday, August 20th, 2020 | 12:00 PM

Zoom link: <https://zoom.us/j/98928451452>

- I. Welcome and Introductions
- II. Purpose and Vision of SWISS
- III. Organizational Structure
- IV. Shared Legislative Priorities
- V. Other ways we can partner
- VI. Resources needed
- VII. Next steps
- VIII. Adjourn



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-369

File ID:	AB2020-369	Version:	1	Status:	Agenda Ready
File Created:	09/03/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Information only: the County Executive concurrently appoints William Szabo, City appointment, to the Bellingham-Whatcom County Housing Authorities Board of Commissioners

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached application

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Szabo app and resume 070320.pdf



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	William
Last Name	Szabo
Today's Date	7/3/2020
Street Address	1511 North State St. Apt 303
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	360-441-8055
Secondary Telephone	360-733-2819
Email Address	Szabo614@gmail.com
1. Name of Board or Committee	Housing Authority of Whatcom County
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	Resume For JVS.pdf - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have both my Nursing License and Licensed Mental Health Counselor license. Both are active in the State of Washington. I am a retired Nurse and Counselor. I have been Charge Nurse when I was working in the private health care field and I am a Nursing Lead for the American Red Cross (Volunteer). I am also a Mental Health Counselor volunteer for the Red Cross as well. I have been active in these two positions in the Red Cross for the last four years. Before that, I had a successful private counseling practice here in Bellingham, retiring 4 years ago. I have a Bachelors Degree in Human Services and a Masters Degree in Rehabilitation Counseling from Western Washington University.
10. Please describe why you're interested in serving on this board or commission	I have an interest in serving on this board because of my vested interest as a tenant of Walton Place One, a Housing Authority property. I would consider it an honor to represent the interests of residents of low-income apartments and housing. In general, I am a proponent of affordable housing and would work diligently to maintain existing properties and promote the construction of new properties.
References (please include daytime telephone number):	Becky Unger 360-756-6447 Mike Gantenbein 650-868-4276 Carmella Bauman 360-929-6193
Signature of applicant:	William Szabo MA, LMHC, CRC, LPN

Résumé
William Anthony Szabo MA, LMHC, CRC, LPN
1511 North State St. Suite 303
Bellingham, WA 98225
Phone: (360) 733-2819
Email: Szabo614@msn.com

EXPERIENCE

William Szabo Counseling
Bellingham, WA
Title: Owner
Counseling service specializing in PTSD, substance abuse, depression and anxiety.

9/2009-12/2014
Hours per week 30

Cascade Vocational Service
Bellingham, WA
Title: Volunteer
Assist staff to help meet the needs of individuals with disabilities. Write résumés

9/2007-9/2009
Hours per week: 16

Veterans Administration
Seattle Washington
Title: Vocational Rehabilitation Counselor
Managed a case load of 26 clients. Developed personal and career goals through the counseling process. Presented overview of services to new clients. Maintained case notes and documentation. Approved student purchases of supplies and materials. Insured client benefits would not expire before finishing goals.

5/2007-8/2007
Hours per week: 40

Olympic Treatment Center
Bellingham, WA
Title: Nurse
Olympic Treatment Center specialized in Substance abuse recovery. . The Nurse's duties consisted of collecting a resident's medical history, determining appropriateness for treatment, passing medications, maintaining client charts, documenting notable occurrences or changes, communicate with substance abuse counselors, medical care, counseling and teaching. The facility is no longer doing business.

12/1994-12/1998
Hours per week 50

EDUCATION

Western Washington University, Bellingham, Washington
Master's Degree Rehabilitation Counseling- Graduate 12/2006
Relevant Coursework, Licensures and Certifications:
Therapeutic counseling, vocational counseling, rehabilitation counseling, counseling techniques. Explored the different facets of mental and physical disability and strategies to help this population succeed in the workplace

Western Washington University, Bellingham, Washington
Bachelor's Degree Human Services - Graduate 8/2004
Relevant Coursework, Licensures and Certifications:
Explored facets of social/human service and develop ways to best advocate and promote the human spirit. Areas of study: Research, forming a non-profit, managing a non-profit, criminal law, substance abuse, social issues, family development, case management, leadership, systems analysis, grant writing, psychiatric rehabilitation, cognitive disabilities, employment strategies and job placement.

Bellingham Technical College, Bellingham, Washington
Nursing Licensure - Graduate 6/1993
Relevant Coursework, Licensures and Certifications:
Relevant course work to practice Nursing in the State of Washington.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-368

File ID:	AB2020-368	Version:	1	Status:	Agenda Ready
File Created:	09/03/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 17, in the amount of \$871,548

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #17 requests funding from the General Fund:

1. To appropriate \$50,000 in Council to fund Cascadia Law - potential fossil fuel litigation.
2. To appropriate \$75,000 in District Court Probation to fund electronic home detention services funded by grant proceeds.
3. To appropriate \$690,571 in Health to fund Covid-19 Response additional staff from grant proceeds.
4. To appropriate \$26,145 in Sheriff to fund coronavirus response emergency funding from grant proceeds.
5. To appropriate \$12,382 in Sheriff to fund ballistic vest from grant proceeds.

From the Whatcom County Jail Fund:

6. To appropriate \$17,000 in Sheriff-Corrections to fund coronavirus response emergency funding from grant proceeds.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed Ordinance, Supporting Documentation - Supplemental #17 Summary.pdf, Supporting Documentation - Supplemental #17 requests.pdf

**ORDINANCE NO.
AMENDMENT NO. 17 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			
County Council	50,000	-	50,000
District Court	75,000	(75,000)	-
Health	690,571	(929,000)	(238,429)
Sheriff's Department	38,977	(38,977)	-
Total General Fund	854,548	(1,042,977)	(188,429)
Jail Fund	17,000	(17,000)	-
Total Supplemental	871,548	(1,059,977)	(188,429)

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 changes:

- Add 2 FTEs Public Health Nurse 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. 17				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
County Council	To fund Cascadia Law - Potential Fossil Fuel Litigation.	50,000	-	50,000
District Court	To fund EHD services from grant proceeds.	75,000	(75,000)	-
Health	To fund Covid-19 Response additional staff from grant proceeds.	690,571	(929,000)	(238,429)
Sheriff's Department	To fund BJA Coronavirus Response Emergency Funding 2 of 2 from grant proceeds.	26,145	(26,145)	-
Sheriff's Department	To fund COB FY20 Bryne JAG Award - Ballistic Vests from grant proceeds.	12,832	(12,832)	-
Total General Fund		854,548	(1,042,977)	(188,429)
Jail Fund	To fund BJA Coronavirus Response Emergency Funding 1 of 2 from grant proceeds.	17,000	(17,000)	-
Total Supplemental		871,548	(1,059,977)	(188,429)

Supplemental Budget Request

Status: Pending

Council

Suppl ID # 3100

Fund 1

Cost Center 1100

Originator: Cathy Halka

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: Cascadia Law - Potential Fossil Fuel Litigation

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$50,000
	Request Total		\$50,000

1a. Description of request:

Comprehensive Plan and Code amendments in the Cherry Point Industrial District are moving through the approval process with the Planning Commission and County Council. Whatcom County anticipates litigation in response to approvals of fossil fuel regulations. This supplemental request in the amount of \$50,000 will provide funding for an initial contract amount of \$25,000 and additional funds for future contract amendments as needed.

1b. Primary customers:

It is in the interest of all Whatcom County residents and businesses for the County to defend against litigation.

2. Problem to be solved:

Whatcom County will need outside legal counsel to address potential litigation related to proposed fossil fuel regulations

3a. Options / Advantages:

The County has received letters from impacted businesses regarding potential litigation, and County legal staff recommends the County engage outside legal counsel with expertise in this specific topic.

3b. Cost savings:

Adequate legal representation can save the County from potential settlement costs.

4a. Outcomes:

The County will be prepared and able to address potential litigation.

4b. Measures:

Outside legal counsel will respond and guide the County through potential legal issues.

5a. Other Departments/Agencies:

This ASR will allow for services and expertise in this topic to assist County staff in responding to litigation.

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

Karen Frakes, Prosecuting Attorney's Office

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 3102

Fund 118

Cost Center 118165

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: BJA Coronavirus Emergency Funding 1 of 2

X

Department Head Signature (Required on Hard Copy Submission)

Date

08-28-20

Costs:	Object	Object Description	Amount Requested
	4331.1603	Coronavirus Emer Supp Fund	(\$17,000)
	6320	Office & Op Supplies	\$16,565
	6510	Tools & Equip	\$435
	Request Total		\$0

1a. Description of request:

The Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), awarded \$43,145 to the Whatcom County Sheriff's Office from the Bureau of Justice Assistance (BJA) FY20 Coronavirus Emergency Supplemental Funding Program to assist the Sheriff's Office in preventing, preparing for, and responding to the coronavirus. The funds will be used for equipment and supplies needed by the Sheriff's Office in response to the pandemic:

Suppl ID# 3102 \$17,000 Corrections (Jail Fund)

Suppl ID# 3103 \$26,145 Law Enforcement (General Fund)

1b. Primary customers:

Sheriff's Office

2. Problem to be solved:

The Sheriff's Office needs budget authority to use grant proceeds for purchase of equipment and supplies.

3a. Options / Advantages:

Grant funds were awarded specifically to assist the Sheriff's Office in preventing, preparing for, and responding to the coronavirus.

3b. Cost savings:

\$17,000 in the Jail Fund

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:

Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA) FY20 Coronavirus Emergency Supplemental Funding Program, Award Number 2020-VD-BS-1399, CFDA No. 16.034.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3103

Fund 1

Cost Center 1003520007

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: BJA Coronavirus Emergency Funding 2 of 2

X

Department Head Signature (Required on Hard Copy Submission)

Date

08-28-20

Costs:	Object	Object Description	Amount Requested
	4331.1603	Coronavirus Emer Supp Fund	(\$26,145)
	6320	Office & Op Supplies	\$18,444
	6510	Tools & Equip	\$7,701
	Request Total		\$0

1a. Description of request:

The Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), awarded \$43,145 to the Whatcom County Sheriff's Office from the Bureau of Justice Assistance (BJA) FY20 Coronavirus Emergency Supplemental Funding Program to assist the Sheriff's Office in preventing, preparing for, and responding to the coronavirus. The funds will be used for equipment and supplies needed by the Sheriff's Office in response to the pandemic:

Suppl ID# 3103 \$26,145 Law Enforcement (General Fund)

Suppl ID# 3102 \$17,000 Corrections (Jail Fund)

1b. Primary customers:

Sheriff's Office

2. Problem to be solved:

The Sheriff's Office needs budget authority to use grant proceeds for purchase of equipment and supplies.

3a. Options / Advantages:

Grant funds were awarded specifically to assist the Sheriff's Office in preventing, preparing for, and responding to the coronavirus.

3b. Cost savings:

\$26,145 in the General Fund

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:

Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA) FY20 Coronavirus Emergency Supplemental Funding Program, Award Number 2020-VD-BS-1399, CFDA No. 16.034.

Friday, August 28, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3104

Fund 1

Cost Center 1003520006

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: COB FY20 Byrne JAG Award - Ballistic Vests

X

Bul Ego

8-26-2020

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:

Object	Object Description	Amount Requested
4333.1673	Byrne JAG Grant	(\$12,832)
6320.001	Office & Op Supplies	\$12,832
Request Total		\$0

1a. Description of request:

The Sheriff's Office received FY20 Byrne Justice Assistance Grant (JAG) Program funds through the City of Bellingham to purchase ballistic vests. The vests are National Institute of Justice certified and meet the current 0.06 level IIIA standards of protection.

The Sheriff's Office is required to provide ballistic protective equipment to uniformed personnel who are subject to occupational hazards that include gunfire/ballistic threats and currently issues ballistic resistant vests and helmets to all deputy sheriffs. The recommended manufacturer's warranty on the vests is 5 years and some of the vests are due for replacement.

1b. Primary customers:

Sheriff's Office deputies

2. Problem to be solved:

Budget authority is needed to purchase ballistic vests with grant proceeds.

3a. Options / Advantages:

The Sheriff's Office will use grant funds rather than local funds to purchase ballistic protective equipment.

3b. Cost savings:

12,832

4a. Outcomes:

The Sheriff's Office objective is to utilize allocated funds to purchase and replace current ballistic vests for deputies whose vests are outside the recommended manufacturer's warranty.

4b. Measures:

5a. Other Departments/Agencies:

The City of Bellingham will administer the grant and provide \$12,832 to the Whatcom County Sheriff's Office to purchase ballistic vests per the grant agreement.

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

6. Funding Source:

Funds originate from U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2020, CFDA No. 16.738.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3105 Fund 1 Cost Center 660410 Originator: Kathleen Roy

Year 2 2020 Add'l FTE ☒ Priority 1

Name of Request: COVID-19 Response - DOH Grant for Additional Staff

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4332.9210	COVID-19 Assistance	(\$929,000)
	6110	Regular Salaries & Wages	\$53,096
	6120	Extra Help	\$250,000
	6140	Overtime	\$5,000
	6230	Social Security	\$6,887
	6245	Medical Insurance	\$12,019
	6255	Other H&W Benefits	\$1,544
	6259	Worker's Comp-Interfund	\$546
	6269	Unemployment-Interfund	\$69
	6510	Tools & Equip	\$34,062
	6610	Contractual Services	\$327,348
	Request Total		(\$238,429)

1a. Description of request:

There is additional 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 additional CARES Act grant effective July 1 2020 through December 31, 2020 to support the Health Department's response to the COVID-19 followed by an ELC (Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases) CARES Act Grant effective January 1, 2021 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 three new fully grant-funded FTEs for key roles including two nurses and a communications specialist, along with added extra help capacity to continue the work to effectively slow the spread of the disease as much as possible. We will also transfer \$20,000 in current budget authority for staff working on this project.

The Communication Specialist request is in response to the sustained need for timely, reliable, and comprehensive communication and tools to reach residents and the media. While the intensity of COVID case burden has varied since March, the demand for regular communication locally has remained throughout and is tied to the success of prevention measures and the credibility of the Health Department and Whatcom County. This position will both provide additional support for communication and will provide time for staff in temporary communication positions to return to some of their regular duties, including in solid waste, child and family action plan work, and housing and homelessness contract monitoring. The Public Health Nurse request is in response to the need to expand capacity for Case and Contact Investigations and to provide 7 day/week support for Whatcom County residents needing Isolation

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3105

Fund 1

Cost Center 660410

Originator: Kathleen Roy

and Quarantine support and monitoring. Both are essential to decrease the spread of COVID -19 in our county.

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.

4a. Outcomes:

Increased staffing of nursing 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. Nurses will also help effectively monitor high-risk settings, resulting in increased protection for vulnerable and high-risk populations. Communication support will result in increased information and data to residents, media and elected officials countywide, and additional volume of linguistically and culturally appropriate education materials and tools for organizations impacted by the virus.

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. Increased social media posts, information on website, media briefings, education materials, and other communication tools as needed.

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 Consolidated Contract Cares Act Grant

Supplemental Budget Request

Status: Pending

District Court Probation

Suppl ID # 3106

Fund 1

Cost Center 1314

Originator: Bruce Van Glubt

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: AOC funded EHD Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4332.9210	COVID-19 Assistance	(\$75,000)
	6610	Contractual Services	\$75,000
	Request Total		\$0

1a. Description of request:

This money has been used to pay for electronic alcohol monitoring and GPS equipment. Those with a pending pretrial case may be ordered by a Judicial Officer to use the equipment when they are deemed to be at high risk of failure to comply with court ordered alcohol abstinence conditions, or who failed to follow the conditions without the equipment and consumed alcohol. Post-conviction probation violation defendants ordered to use the equipment are most commonly individuals, who have failed to comply with alcohol abstinence conditions, failed to comply with treatment or support group requirements, refused to provide urine and breath test samples, or who had positive substance test results.

1b. Primary customers:

The primary customer of the program are the defendants who are able to be released from jail on their own personal recognizance or with a reduced bail amount, along with those defendants who are placed on the program for probation violations rather than serving a jail sanction. Judges and Commissioners, Prosecutors, Probation Officers, and defendants being supervised by District Court Probation.

2. Problem to be solved:

The original amount approved for 2020 has already been allocated for existing defendants. New defendants cannot be enrolled in the program with existing funding. This request will allow for the additional expenditure of \$75,000 that is anticipated to be reimbursed by the Administrative Office of the Court CARES funds.

3a. Options / Advantages:

3b. Cost savings:

It is anticipated that the Administrative Office of the Courts CARES funds will reimburse the county/

4a. Outcomes:

1. Number of defendants on devices
2. Number of pretrial defendants
3. Number of post conviction defendants
4. Number of defendants with warrants issued during their time on a device
5. Number of defendants on transdermal, portable hand held breath tests, and GPS devices.

4b. Measures:

Records have been kept and a report issued regarding the effectiveness of this pilot program in impacting compliance with court orders

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

District Court Probation

Suppl ID # 3106

Fund 1

Cost Center 1314

Originator: Bruce Van Glubt

Whatcom County Sheriff's Department

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

6. Funding Source:

AOC CARES Act funding



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-371

File ID:	AB2020-371	Version:	1	Status:	Agenda Ready
File Created:	09/03/2020	Entered by:	TAdrian@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 2.09, Public Defender, to reflect current standards of practice outlined under RCW 10.101.030 and the ethical standards relating to conflicts of interest outlined by Washington court rules of professional conduct

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: ordinance, Draft revision WCC Ch.2.09 final draft

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE (WCC) 2.09, PUBLIC DEFENDER, TO REFLECT
CURRENT STANDARDS OF PRACTICE OUTLINE UNDER RCW 10.101.030 AND THE
ETHICAL STANDARDS RELATING TO CONFLICTS OF INTEREST OUTLINED BY
WASHINGTON COURT RULES OF PROFESSIONAL CONDUCT**

WHEREAS, chapter 2.09 WCC, Public Defender, was most recently adopted in Ordinance No. 2020-042 on August 5, 2020;

WHEREAS, in July, 2005, Washington State Law regarding the standards for public defender services was expanded under RCW 10.101.030, which requires counties to adopt standards that include: compensation of counsel, duties and responsibilities of counsel, case load limits and types of cases, responsibility for expert witness fees and other costs associated with representation, administrative expenses, support services, reports of attorney activity and vouchers, training, supervision, monitoring and evaluation of attorneys, substitution of attorneys or assignment of contracts, limitations on private practice of contract attorneys, qualifications of attorneys, disposition of client complaints, cause for termination of contract or removal of attorney, and nondiscrimination..

WHEREAS, WCC 2.09.070 currently set standards of conduct constant with State Bar association standards, but fails to specifically articulate the standards as prescribed by RCW 10.101.030;

WHEREAS, WCC 2.09.080 currently set standards regarding conflicts that are not consistent with standards of ethical practice under the Washington State's rules of professional conduct;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that WCC 2.09.070 and 2.09.080 are hereby amended as shown in the attached Exhibit A.

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

(Current Executive's Name),
County Executive

1
2
3
4
5
6

() Approved () Denied

Date Signed: _____

Chapter 2.09

PUBLIC DEFENDER

Sections:

[2.09.010 Establishment of district.](#)

[2.09.020 Establishment of office.](#)

[2.09.030 Functions, duties, and powers.](#)

[2.09.040 Compensation and staff.](#)

[2.09.050 Time of establishment.](#)

[2.09.060 Governing regulations.](#)

[2.09.070 Standards of conduct.](#)

[2.09.080 Conflict of interest.](#)

[2.09.090 Advisory committee.](#)

[2.09.100 Selection committee.](#)

2.09.010 Establishment of district.

There is created the Whatcom County public defender district. (Ord. 84-22 § 1; Ord. 82-22 § 1).

2.09.020 Establishment of office.

There is established the office of public defender for said defender district. (Ord. 84-22 § 2; Ord. 82-22 § 2).

2.09.030 Functions, duties, and powers.

The functions, duties, and powers of the office of public defender shall be prescribed by RCW Chapter [36.26](#), and other applicable laws of the state of Washington and Whatcom County. (Ord. 98-061; Ord. 88-7; Ord. 84-22 § 3; Ord. 82-22 § 3).

2.09.040 Compensation and staff.

The public defender shall receive such compensation and shall have such staff as may be provided for in the annual current expense budget of Whatcom County for said office. (Ord. 84-22 § 4; Ord. 82-22 § 4).

2.09.050 Time of establishment.

The office of public defender established by this chapter shall commence functioning as soon as possible after appropriations for such purpose are approved. (Ord. 84-22 § 5; Ord. 82-22 § 5).

2.09.060 Governing regulations.

The established office of public defender for Whatcom County will be governed by all laws, ordinances, and Charter of Whatcom County, and the laws of the state of Washington. (Ord. 84-22 § 6; Ord. 82-22 § 6).

2.09.070 Standards of conduct.

As standards for public defense services, Whatcom County adopts by reference the standards applied to private attorneys defending paying clients and the Standards for Public Defense Services adopted in 1989 by the Washington Defender Association and approved by the Washington State Bar Association as the standards for public defense services in Whatcom County, as required by RCW 10.101.030. All attorneys employed by the office of public defender shall adhere to the Washington State Bar Association and American Bar Association standards of conduct for the defense of the criminally accused. (Ord. 84-22 § 7; Ord. 82-22 § 7).

Comment [GR1]: New ord. no. will be inserted upon adoption

2.09.080 Conflict of interest.

The public defender shall notify the assigned counsel director of any ~~apparent~~ conflict of interest in any particular case that prevents the public defender from continuing to represent a client in any particular case, and the assigned counsel department shall, in turn, assign such cases to outside firms (Ord. 84-22 § 8; Ord. 82-22 § 8).

2.09.090 Advisory committee.

There is established a public defense advisory committee which shall be composed of:

- A. One superior court judge, appointed by the presiding superior court judge;
- B. One district court judge, appointed by the senior district court judge;
- C. One appointee by the Whatcom County Bar Association from its membership, not connected with the office of the prosecuting attorney, the office of the public defender, or with any conflict of interest cases from the assigned counsel office of Whatcom County;
- D. One nonlawyer appointed by the county executive;
- E. One member of the county council appointed by the council.

All positions on the advisory committee will be appointed by January 31st on an annual basis with the exception of positions C and D above, the terms of office of which shall be two years,

commencing February 1, 1984. Positions C and D shall be limited to not more than two consecutive full terms.

The advisory committee shall advise the county executive and county council on matters regarding the defense of the indigent. It shall meet at least twice a year and submit its observations of the public defender system to the executive and council not less than annually. It shall serve as the selection committee to fulfill the functions of Section [2.09.100](#).

The public defender may be terminated by the county executive for just cause. Prior to taking such action, the county executive shall refer the matter to the advisory committee, which shall conduct a review of issues or conduct involved and promptly report back to the county executive with its written recommendations. Said report will also be provided to the council. (Ord. 98-061; Ord. 84-22 § 9; Ord. 82-22 § 9).

2.09.100 Selection committee.

The selection committee will screen all applicants under the guidance of the personnel office for the position of public defender, and submit the top three finalists to the executive. The executive will then submit his proposed appointment of one of the finalists to council for its concurrence or rejection. (Ord. 84-22 § 10; Ord. 82-22 § 10).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-377

File ID:	AB2020-377	Version:	1	Status:	Agenda Ready
File Created:	09/08/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 18, in the amount of \$220,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #18 request funding from the Homeless Housing Fund:

1. To appropriate \$220,000 in Health to fund shelter operations from grant proceeds.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance, Supporting Documentation - Summary Statement, Supporting Documentation - Supplemental Request

ORDINANCE NO.
AMENDMENT NO. 18 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
Homeless Housing Fund			
Health	<u>220,000</u>	<u>(220,000)</u>	<u>-</u>
Total Supplemental	<u>220,000</u>	<u>(220,000)</u>	<u>-</u>

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. 18				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
Homeless Housing Fund				
Health	To fund shelter operations from grant proceeds.	220,000	(220,000)	-
Total Supplemental		220,000	(220,000)	-

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3107

Fund 122

Cost Center 122900

Originator: Anne Deacon

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Shelter Grant

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0421	Commerce Grant	(\$220,000)
	6610	Contractual Services	\$200,000
	8351	Operating Transfer Out	\$20,000
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority of new funding from the Washington State Department of Commerce to develop/expand shelter capacity by December 2020. The goal of the funded services is to bring people inside with and exit participants to permanent housing quickly. The grant total of \$1,194,211 provides funding through June 30, 2023 and it is expected that \$220,000 will be utilized in 2020.

1b. Primary customers:

Whatcom County Individuals and families who are homeless.

2. Problem to be solved:

On January 23, 2020, 707 people in Whatcom County were counted as experiencing homelessness during the annual Point in Time (PIT) Count. In addition to those counted, hundreds more are known to be at risk of losing their homes and becoming homeless in Whatcom County. In 2019, there were 432 emergency shelter beds available in Whatcom County. The number of safe emergency shelter beds does not meet the need in the community. To add to this challenge, increased bed capacity in existing shelter has been challenging as congregate living situations are not recommended during the COVID-19 pandemic.

3a. Options / Advantages:

These additional funds will support an expansion of shelter options which will promote individual as well as public health and welfare interests. Providing safe nightly shelter with the opportunity for regular social service supports can help those experiencing homelessness to gain stability and begin to access more permanent housing options.

3b. Cost savings:

These funds are supported by state dollars 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 shelter opportunities to provide for safety, security and wellness for those experiencing homelessness.

4b. Measures:

Increase in number of additional shelter beds and services in the community to provide support to those experiencing homelessness.

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3107

Fund 122

Cost Center 122900

Originator: Anne Deacon

We will work closely with Whatcom Homeless Service Center's Coordinated Entry Partners as well as other shelter providers willing to enter information into the Homeless Management Information System (HMIS). We will also work with the City of Bellingham, the small cities and the Whatcom County Housing Advisory Committee.

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

n/a

6. Funding Source:

Washington State Department of Commerce is dispersing these funds which are a part of the state appropriations of the Home Security Fund.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-340

File ID:	AB2020-340	Version:	1	Status:	Agenda Ready
File Created:	08/06/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Receipt of application to the Drayton Harbor Shellfish Protection District Advisory Committee,
Applicant(s): Patricia Erin Lulu (deadline for applications to this position is 10:00 a.m. on Tuesday,
September 22, 2020)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Drayton Harbor Shellfish Protection District Advisory Committee

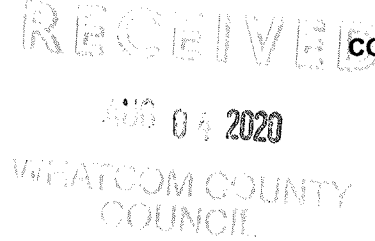
3 Vacancies, 4-year terms.

Members must have a direct interest in the shellfish protection district. Duties are to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Drayton Harbor Shellfish Protection District. Meets quarterly.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Lulu Application



APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: PATRICIA ERIN LULU Date: 7/29/2020
Street Address: 5550 PINE SISKIN RD.
City: BLAINE, WA Zip Code: 58230
Mailing Address (if different from street address): N/A
Day Telephone: 360.510.8988 Evening Telephone: _____ Cell Phone: 360.510.8471
E-mail address: MTLULU@YAHOO.COM

1. Name of board or committee-**please see reverse**: DRAYTON HARBOR Shellfish Protection
2. You must specify which position you are applying for.
Please refer to vacancy list. DISTRICT ADVISORY COMMITTEE
☒
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.) ANY VACANT POSITION ☒ 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: N/A
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: N/A
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.
MASTER DEGREE - BUSINESS NEW HAMPSHIRE COLLEGE Bachelor of Nursing - Univ of Wisconsin
2019 - MASTER GARDNER WASHINGTON STATE EXTENSION
Self Study - CONTINUOUS - ALL TOPICS ENVIRONMENTAL
11. Please describe why you're interested in serving on this board or commission: I view this as an
important, initial step in volunteering to help provided
Stewardship of our waters and all the life within

References (please include daytime telephone number): _____
RICK BEAUREGARD 714.981.1041 Bill McNally 562.896.7388
Signature of applicant: Patricia E Lulu

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: AB2020-362

File ID:	AB2020-362	Version:	1	Status:	Agenda Ready
File Created:	09/02/2020	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Receipt of application to the Climate Impact Advisory Committee, Applicant(s): Stevan Harrel
(application deadline for any other applicants to these positions is 10 a.m. on September 22, 2020)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

3 vacancies, partial terms expiring January 31, 2021 and 2023. Prefer previous work or educational experience in subjects including climate change, renewable energy development, energy conservation, energy sector, waste reduction and recycling, farming, food security, land use planning, municipal government and flood mitigation and planning. The Whatcom County Climate Impact Advisory Committee (CIAC) provides review and recommendations to the Whatcom County Council and Executive on issues related to the preparation and adaptation for, and the prevention and mitigation of, impacts of climate change. The key focus of the committee is building climate resilience in Whatcom County through mitigation of greenhouse gases and adaptation to a changing climate. The CIAC meets on the first Thursday of every month (5:30 pm to 7:30 pm) and may include 1 to 2 smaller working group meetings per month. All meetings are currently held remotely.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Harrell Application

Online Form Submittal: Board and Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Tue 9/1/2020 4:03 PM

To: Ben Glassett <bglassett@co.whatcom.wa.us>; Jill Nixon <JNixon@co.whatcom.wa.us>; Suzanne Mildner <SMildner@co.whatcom.wa.us>; Kristi Felbinger <KFelbing@co.whatcom.wa.us>; Dana Brown-Davis <DBrown@co.whatcom.wa.us>; Executive <Executive@co.whatcom.wa.us>; NaDean Hanson <NHanson@co.whatcom.wa.us>; Cathy Halka <CHalka@co.whatcom.wa.us>

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	Stevan
Last Name	Harrell
Today's Date	9/1/2020
Street Address	1430 Undine St.
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	206 755-0071
Secondary Telephone	Field not completed.
Email Address	meiguimuga@gmail.com

Step 2

1. Name of Board or Committee	Climate Impact Advisory Committee
Climate Impact Advisory Committee Position:	I have previous work or educational experience in climate change.
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities,	I retired from the faculty of the School of Environmental and Forest Sciences and the Department of Anthropology at the University of Washington in 2017, and moved to Bellingham then. While on the faculty, I taught courses on sustainability, biological resource production, historical ecology, social and

and education

scientific aspects of climate change (together with a climate scientist) and ecosystem resilience. The biological resource production class involved field trips to forestry, shellfish farming, and dairy farming communities, including dairy farms in Whatcom County. At that time I became closely acquainted with several dairy farmers (two of whom are on my references list) and came to appreciate the way that farming (whether of shellfish, cows, or crops) depends on a healthy environment, and also learned about farmers' sophisticated knowledge of ecosystems.

After moving to Whatcom County, I continued to work with farmers, including writing the "agriculture and food security" section of this Committee's Community Research Project Report, for which I interviewed farmers, tribal members, biologists, civil engineers, civil servants, and environmental scientists, all of whom have stakes in the future climate of Whatcom County. I also worked with the Whatcom chapter of Citizens Climate Lobby, planning an educational activity for urban people to listen to farmers' concerns with climate, though the plans did not materialize because of the pandemic.

10. Please describe why you're interested in serving on this board or commission

My background as an ethnographer has enabled me to talk with varied stakeholders and understand their variety of positions on important issues, including climate. Working with the Committee on the Community Research Project deepened my interest in local issues and in the differing stakes that farmers, tribes, and urban citizens on issues that involve us all. Now retired, I have time to devote to the work of the Committee and to creating consensus among stakeholders on climate-related issues.

References (please include daytime telephone number):

Ellyn Murphy (committee member) 509 554-6203
Sharon Shewmake, 42nd district representative 850 591-0202
Larry Stap, dairy farmer 360 354-4105
Karen Steensma, Whatcom County dairy farmer and biology professor, TWU 360 739-5972
David Battisti, Professor of Atmospheric Sciences, UW 206 295-0356

Signature of applicant:

Stevan Harrell

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: AB2020-363

File ID:	AB2020-363	Version:	1	Status:	Agenda Ready
File Created:	09/02/2020	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	09/15/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution in the matter of the Whatcom County Six-Year Transportation Improvement Program (STIP) for the years of 2021 through 2026

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Each year the County is required to update its Six-Year Transportation Improvement Program (STIP), per RCW 35.77.010 and RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Program. The STIP is intended as a planning tool for local, state, and federally funded projects and is designed to identify projects for preliminary engineering, right-of-way purchase and/or construction

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo-STIP.pdf, STIP.pdf

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

Memo

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

Through: Jon Hutchings, Director *JPK for JH*

From: James P. Karcher, P.E., County Engineer *JPK*

Date: September 1, 2020

Re: Six-Year Transportation Improvement Program (STIP), 2021-2026
Introduction, Public Hearing and Adoption

Requested Action:

As a follow-up to our August 5th work session with county council, the Department of Public Works requests that the STIP Resolution and its associated exhibits, 2021-2026 Six-Year Transportation Improvement Program and 2021-2034 Fourteen-Year Ferry Capital Program, be introduced on September 15th County Council meeting. We then request that a public hearing be advertised for and held at the September 29th County Council meeting, with the resolution potentially adopted at said meeting.

Background and Purpose:

Each year the County is required to update its Six-Year Transportation Improvement Program, per RCW 35.77.010 and RCW 36.81.121. The County is also required to prepare a Fourteen-Year Ferry Capital Program each year per RCW 36.54.015 and an Annual Bridge Report per RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Capital Program which is Exhibit "B" of the resolution.

Information:

- 1- **Memorandum to County Executive and Council**
 - Attachment "A" – Removed, Re-ordered, and Added Projects
 - Attachment "B" - 2021-2026 Capital Projects List
 - Attachment "R1-R32, B1-B13, F1-F5, Y1-Y9" – Project Summary Sheets
 - Attachment "C1"- Road Fund Balance Projections
 - Attachment "C2"- Road Fund Revenue Projections
 - Attachment "C3"- Road Fund Expenditure Projections
 - Attachment "D" - Roadway Priority Rating Program
 - Attachment "E" – Annual Bridge Report
- 2- **2021-2026 Six Year Transportation Improvement Program Resolution**
 - Exhibit "A" - 2021-2026 Six-Year Transportation Improvement Program
 - Exhibit "B"- 2021-2034 Fourteen-Year Ferry Capital Program

PROPOSED BY: _____

INTRODUCED: 9/15/2020

RESOLUTION NO. _____

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FOR THE YEARS 2021 THROUGH 2026

WHEREAS, pursuant to RCW 36.81.121, Whatcom County is required to prepare and approve a Six-Year Transportation Improvement Program each year; and

WHEREAS, pursuant to RCW 36.54.015, Whatcom County is required to prepare a Fourteen-Year Ferry Capital Program each year; and

WHEREAS, the Road Priority Array and the Annual Bridge Report were made available to the legislative authority during the preparation of this program; and

WHEREAS, following approval of the Six-Year Transportation Improvement Program, the law requires an annual review of the work accomplished under the program and a determination of current transportation needs; and

WHEREAS, based upon the findings of the annual review, and after a public hearing, a Six-Year Transportation Improvement Program shall be approved; and

WHEREAS, pursuant to RCW 36.81.121, the Six-Year Transportation Improvement Program and Fourteen-Year Ferry Capital Program must be consistent with the County comprehensive plan pursuant to RCW 36.70A; and

WHEREAS, the Six-Year Transportation Improvement Program attached hereto as Exhibit "A" has been reviewed and determined to be consistent with the County's comprehensive plan; and

WHEREAS, the Fourteen-Year Ferry Capital Program attached hereto as Exhibit "B" has been reviewed and determined to be consistent with the County's comprehensive plan;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council as follows:

1. That the Whatcom County Six-Year Transportation Improvement Program for the years 2021 through 2026, which is attached hereto as Exhibit "A", including the capital elements of the first six-years of the Fourteen-Year Ferry Capital Program, which is attached hereto as Exhibit "B", is hereby approved.
2. That the County Engineer is directed to file a copy of the same with the County Road Administration Board and the State Secretary of Transportation.

APPROVED this ____ day of _____, 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:

Chris Quinn, Senior Civil Deputy Prosecuting Attorney

Attachment “A”
2021-2026 Six Year Transportation Improvement Program (STIP)
Major Project Removals & Additions
-Not complete list of all changes-

Projects Removed from 2020-2025 STIP

Project Number	Project Title	Reason/Status
R4	Lk Whatcom Blvd Water Quality Improvements	Move to Stormwater Utility
R7	Slater Road, I5 Interchange to 0.10m E. of Pacific Hwy	Part of WSDOT Interchange Project
R8	Slater Road, new alignment Northwest Drive to Aldrich Road	Beyond 2026
R14	Slater Rd/Haxton Way	Lummi Nation Project
R15	East Smith Road, Everson Goshen Road to SR 542	Completed 2020
R24	Larrabee Road Flood Mitigation	Priority decrease / Annexation nexus
R29	E. Smith Rd, Hannegan Rd. to Everson Goshen Rd.	Completed 2020
R31	Slater Road, Pacific Hwy to Northwest Dr.	Completed 2020
B6	Slater Rd/Nooksack River Bridge No. 512 Overheight Detector	Revised Solution
F2	Lummi Island Terminal Preservation Project	Completed 2020

Projects Modified from 2020-2025 STIP

Project Number	Project Title	Reason/Status
R3	ADA Barrier Removal	Changed to Yearly Capital CN
R28	Northwest Drive, City of B'ham to Axton Rd.	Modified limits for 2021
B13	Truck Road/Deal Road	Separated Projects in 2021

Attachment "A"

Projects Added to 2021-2026 STIP:

Project Number	Project Title	Reason/Status
R8	Chief Martin Road, Cagey Road to Kwina Road	Capital project due to poor condition
R18	Truck Road	2020 Flood Damage site
R21	Lake Louise, Austin St to Lake Whatcom Blvd.	Pavement Rehab
R22	Austin Street, Lake Louise Rd to Cable St	Pavement Rehab & ADA upgrades
R24	Axton Road, City of Ferndale to SR 539	Pavement Rehab
R25	Hampton Road, City of Lynden UAB to Van Buren Rd	Pavement Rehab
R26	Everson Goshen Road, Smith Rd. to Pole Rd.	Pavement Rehab
R27	Lakeway Drive/Terrace, City of B'ham to Cable St	Pavement Rehab
R30	Slater Road, City of Ferndale to Lake Terrell Rd	Pavement Rehab
R32	Birch Bay Lynden Rd, Rathbone Rd. to Berthusen Rd.	Pavement Rehab
R34	South Pass Road	2020 Flood Damage site
R35	Everson-Goshen Road & E. Smith Road	Level of Service Concern

2021-2026 Six Year Transportation Improvement Program

Financial Distribution by Year

6/23/2020

Project Costs in Thousands of Dollars

Attachment "B"

Project No.	Project Name	Total 2021-2026	Total Grant 2021-2026	Total Local 2021-2026	2021	2022	2023	2024	2025	2026
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Road Capital Construction

R1	Birch Bay Drive & Pedestrian Facility	1,720	0	1,720	1,700	20	0	0	0	0
R2	East Smith Road & Hannegan Road	3,565	2,000	1,565	3,500	65	0	0	0	0
R3	Marine Drive, Locust Avenue to Alderwood Avenue	3,510	1,509	2,001	3,450	60	0	0	0	0
R4	Samish Way & Galbraith Lane	60	0	60	60	0	0	0	0	0
R5	Birch Bay Lynden Rd, Enterprise to Rathbone	1,150	165	985	1,150	0	0	0	0	0
R6	Birch Bay Lynden Rd. & Blaine Rd.	1,200	0	1,200	400	800	0	0	0	0
R7	Smith Road & Northwest Drive	35	0	35	25	5	5	0	0	0
R8	Chief Martin Road, Cagey Road to Kwina Road	200	0	200	200	0	0	0	0	0
R9	Slater Road & Northwest Drive	15	0	15	5	5	5	0	0	0
R10	Horton Road, Northwest Drive to Aldrich Road	147	0	147	10	10	127	0	0	0
R11	Lummi Nation Transportation Projects	2,000	0	2,000	2,000	0	0	0	0	0
R12	Point Roberts Transportation Improvements	150	0	150	150	0	0	0	0	0
R13	Hemmi Road Flood Mitigation	1,450	0	1,450	1,450	0	0	0	0	0
R14	Innis Creek Road	10	0	10	10	0	0	0	0	0
R15	Birch Bay Drive, Jackson Rd to Shintaffer Rd	1,710	0	1,710	15	1,695	0	0	0	0
R16	Marine Drive II, Alderwood Ave to Brdg No. 172	25	0	25	15	5	5	0	0	0
R17	Turkington Road/Jones Creek	585	0	585	55	530	0	0	0	0
R18	Truck Road	400	300	100	100	300	0	0	0	0
R19	Abbott Road/Levee Improvements	400	0	400	150	100	150	0	0	0
R20	Ferndale Road/Levee Improvements	150	0	150	50	50	50	0	0	0
R21	Lake Louise, Austin St to Lake Whatcom Blvd.	2,050	0	2,050	25	2,025	0	0	0	0
R22	Austin Street, Lake Louise to Cable	510	0	510	25	485	0	0	0	0
R23	Northwest Drive, Slater Rd. to Axton Rd.	1,200	0	1,200	0	15	1,185	0	0	0
R24	Axton Road, City of Ferndale to SR 539	1,535	0	1,535	0	0	15	1,520	0	0
R25	Hampton Road, City of Lynden UAB to Van Buren	2,000	0	2,000	0	0	15	1,985	0	0
R26	Everson Goshen Road, Smith Rd. to Pole Rd.	1,900	0	1,900	0	0	0	15	1,885	0
R27	Lakeway Drive/Terrace, City of B'ham to Cable	625	0	625	0	0	0	25	600	0
R28	Lakeway Drive Corridor Improvements	5	0	5	0	0	0	5	0	0
R29	Lincoln Road II, Harborview Rd to Blaine Rd	5	0	5	0	0	0	5	0	0
R30	Slater Road, Lake Terrell Rd to Haxton Wy	1,125	0	1,125	0	0	0	0	25	1,100
R31	Small Area Paving	250	0	250	250	0	0	0	0	0
R32	Birch Bay Lynden Rd, Rathbone Rd. to Berthusen Rd	450	0	450	0	0	0	0	450	0
R33	Northshore Road, Bellingham City Limits to Y Rd	10	0	10	0	0	0	5	5	0
R34	South Pass Road	440	380	60	25	415	0	0	0	0
R35	Everson Goshen Road & E. Smith Road	10	0	10	0	0	5	5	0	0

Project No.	Project Name	Total 2021-2026	Total Grant 2021-2026	Total Local 2021-2026	2021	2022	2023	2024	2025	2026
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Bridge and Fish Passage Capital Construction

B1	Marine Drive/Little Squalicum Bridge No.1	20	0	20	0	0	20	0	0	0
B2	Jackson Road/Terrell Creek/Bridge No. 81	450	0	450	250	200	0	0	0	0
B3	Mosquito Lake Rd/Porter Crk/Bridge No. 141	5	0	5	0	0	0	0	5	0
B4	North Lake Samish Road/Bridge No. 107	9,700	9,500	200	150	50	9,500	0	0	0
B5	Goshen Road/Anderson Creek/Bridge No. 248	340	300	40	220	120	0	0	0	0
B6	Martin Road/Anderson Creek/Bridge No. 250	5	0	5	0	0	0	5	0	0
B7	Loomis Trail Rd/Bertrand Cr. Trib Bridge No. 497	5	0	5	0	0	5	0	0	0
B8	Flynn Road/Fishtrap Creek Bridge No. 51	5	0	5	0	0	0	5	0	0
B9	Salakanum Way/Anderson Creek Bridge No. 509	5	0	5	0	0	0	5	0	0
B10	Mosquito Lake Rd/ Hutchinson Creek Tributary	560	0	560	560	0	0	0	0	0
B11	North Fork Road/Kenney Creek	270	200	70	270	0	0	0	0	0
B12	Truck Road	330	0	330	330	0	0	0	0	0
B13	Deal Road	80	0	80	80	0	0	0	0	0

Ferry Capital Construction

F1	Replacement of Whatcom Chief & Terminal	300	0	300	300	0	0	0	0	0
F2	Gooseberry Pt. Terminal Preservation Project	800	0	800	800	0	0	0	0	0
F3	Lummi Island Breakwater Replacement	2,050	521	1,529	2,050	0	0	0	0	0
F4	Relocation of Gooseberry Terminal	150	0	150	50	50	50	0	0	0

Yearly Capital Construction

Y1	Various Bridges Rehabilitation/Replacement	1,800	0	1,800	300	300	300	300	300	300
Y2	Right of Way Acquisition	150	0	150	50	20	20	20	20	20
Y3	Unanticipated Site Improvements	1,800	0	1,800	300	300	300	300	300	300
Y4	Unanticipated Stormwater Quality Improvements	720	0	720	120	120	120	120	120	120
Y5	Unanticipated Non-motorized Transportation Improv	160	0	160	60	20	20	20	20	20
Y6	Fish Passage Project	300	0	300	50	50	50	50	50	50
Y7	Swift Creek Transportation Impacts	400	0	400	100	60	60	60	60	60
Y8	Railroad Crossing Improvements	300	0	300	200	20	20	20	20	20
Y9	Beam Guardrail Replacements/Upgrades	1,200	0	1,200	50	350	50	350	50	350
Y10	ADA Barrier Removal	1,200	0	1,200	200	200	200	200	200	200

Total	53,702	14,875	38,827	21,310	8,445	12,277	5,020	4,110	2,540
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Birch Bay Drive and Pedestrian Facility CRP #907001

Construction Funding Year(s): 2021

Project Narrative:

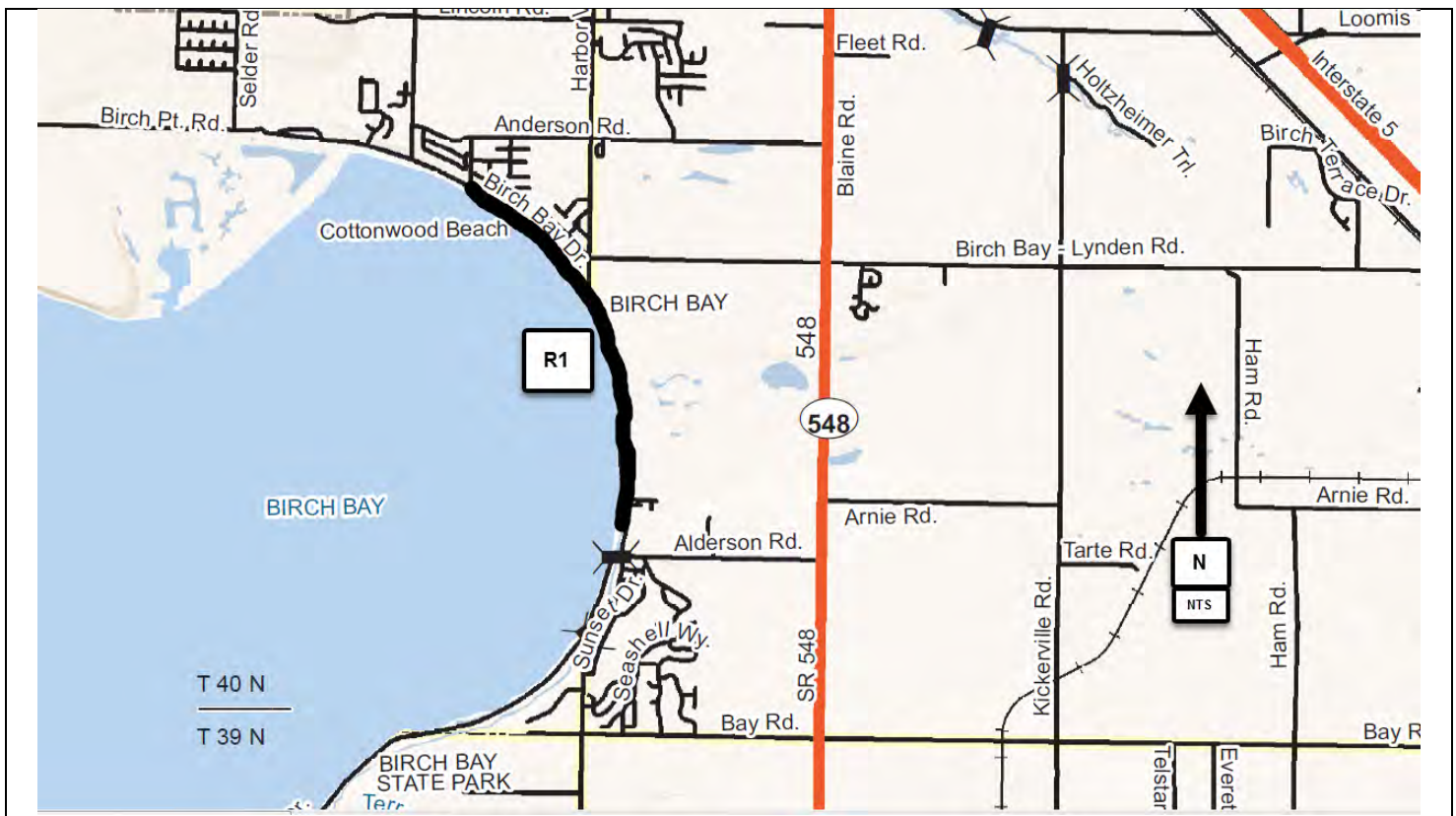
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed **#R1** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, R/W acquisition began in 2016 (100% complete), and permitting is 100% complete. Construction began in December 2019 and is expected to last through 2022. Due to the long duration monitoring periods required by project permits, it is anticipated that the contract may be open through 2025.

Total Estimated Project Cost: \$14,150,000 Expenditures to Date: \$7,690,000	Funding Sources:	
	Federal	\$3,172,000 (STP and TAP)
	State	\$0
	Local	\$10,978,000

Environmental Permitting	Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act; NEPA
Right-of-Way Acquisition (Actual)	\$1,686,000
County Forces (Estimate)	N/A



East Smith Road & Hannegan Road Intersection Improvements CRP # 914002

Construction Funding Year(s): 2021

Project Narrative:

The intersection of East Smith and Hannegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E. This intersection currently experiences delays due to the lack of left-turn channelization on Smith Road. The project work entails the construction of a two-lane Roundabout at the intersection. This project is listed **#R2** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

The 'Alternatives Analysis' completed by a traffic consultant in 2018 determined a two-lane Roundabout as the best design solution. Design proceeding, and is expected to be completed in 2021, with Construction planned for 2021 or 2022 depending on ROW acquisition, utility relocation, and environmental permitting.

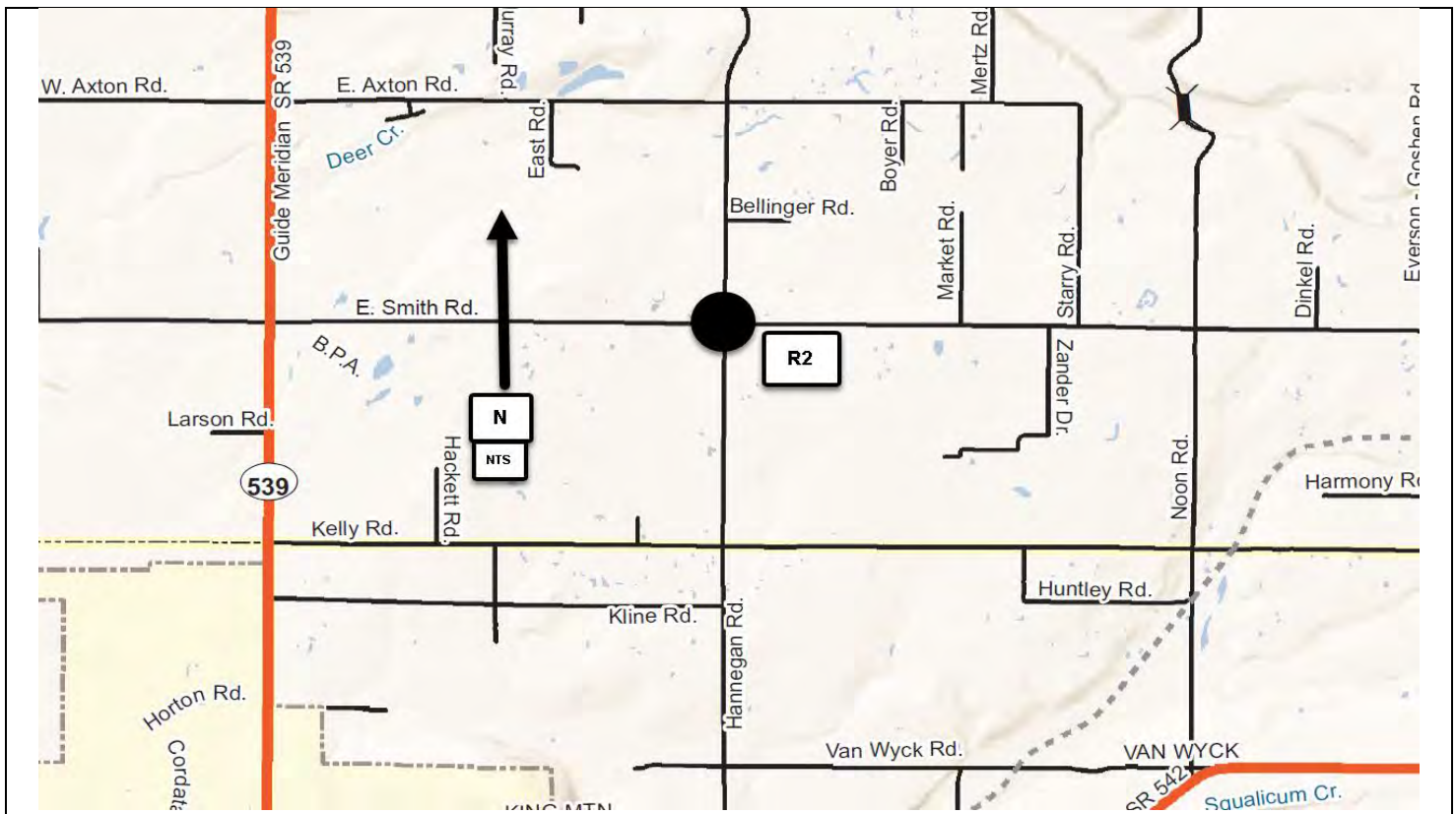
Total Estimated Project Cost: \$3,565,000

Expenditures to Date: \$461,000

Funding Sources:

Federal	\$2,000,000 ST/HSIP available in 2021
State	\$0
Local	\$1,565,000

Environmental Permitting	NEPA, ESA, Corp of Engr, Clrg/CAO, DOE
Right-of-Way Acquisition (Estimate)	\$350,000
County Forces (Estimate)	N/A



**Marine Drive
Locust Avenue to Alderwood Avenue
Reconstruction and Bike/Ped Facilities
CRP # 917001**

Construction Funding Year(s): 2021

Project Narrative:

This Marine Drive project is located between Locust Ave. and Alderwood Avenue in Section 15 of T38N, R2E. The work involves reconstruction of approximately ½ mile of roadway with emphasis on bike/pedestrian and stormwater quality enhancements. This project is listed **#R3** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Survey completed and design initiated in 2019. Design to be completed in late 2020, with ROW acquisition and environmental permitting to be completed in early 2021. Construction is expected to begin in summer of 2021.

Total Estimated Project Cost: \$3,510,000

Expenditures to Date: \$322,000

Funding Sources:

Federal	\$1,509,000 (STBG) Available in 2021
State	\$0
Local	\$2,001,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	\$50,000
County Forces (Estimate)	N/A



Samish Way & Galbraith Lane Pedestrian Crosswalk CRP # 919005

Construction Funding Year(s): 2021

Project Narrative:

Construct a pedestrian-actuated crosswalk for access across Samish Way at Galbraith Lane in response to the City of Bellingham's expansion of the upper Lake Padden parking lot on Samish Way. The existing and projected high use of this parking lot for mountain bike and pedestrian use will result in numerous pedestrians and bikes crossing Samish Way. This project is listed **#R4** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Currently working with the City of Bellingham to provide an in-house design for the pedestrian-actuated crosswalk. COB plans to install the crosswalk with their traffic signal crews, and construction is planned in 2021.

Total Estimated Project Cost: \$ 60,000

Expenditures to Date: \$20,400

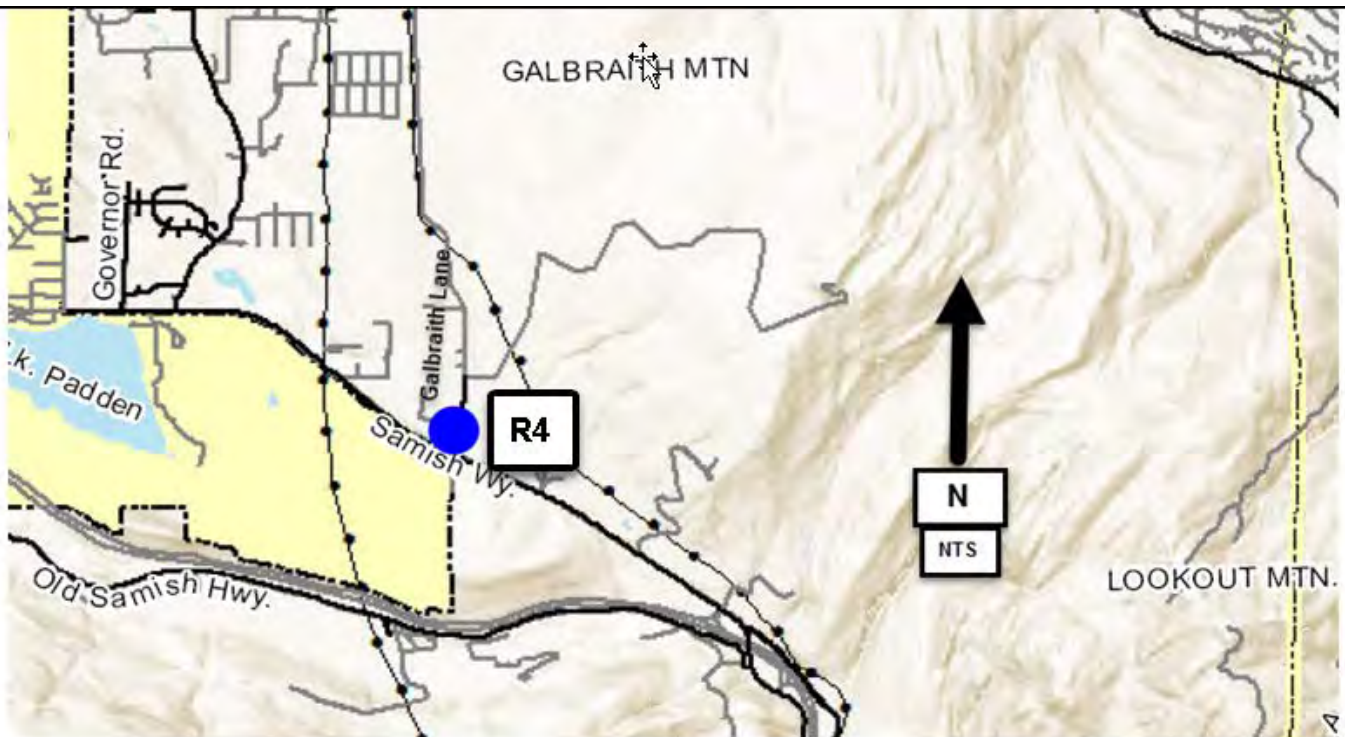
Funding Sources:

Federal	\$0
State	\$0
Local	\$60,000

Environmental Permitting	SEPA, Land Disturbance, Critical Areas
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Right-of-Way Acquisition (Estimate)	\$10,000
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County Forces (Estimate)	TBD
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Birch Bay Lynden Rd, Enterprise Rd. to Rathbone Rd. Pavement Rehabilitation CRP # 919018

Construction Funding Year(s): 2021

Project Narrative:

This Birch Bay Lynden Road project is located between Enterprise Road and Rathbone Road in Sections 27 & 28 of T40N, R2E. The work will involve the pavement rehabilitation of approximately 2 miles of roadway. This project is listed **#R5** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: This project received Rural Arterial Preservation Program (RAPP) grant funds of \$165,000 in mid-2019. Design work has begun, with construction planned for 2021.

Total Estimated Project Cost: \$1,150,000

Expenditures to Date: \$5,300

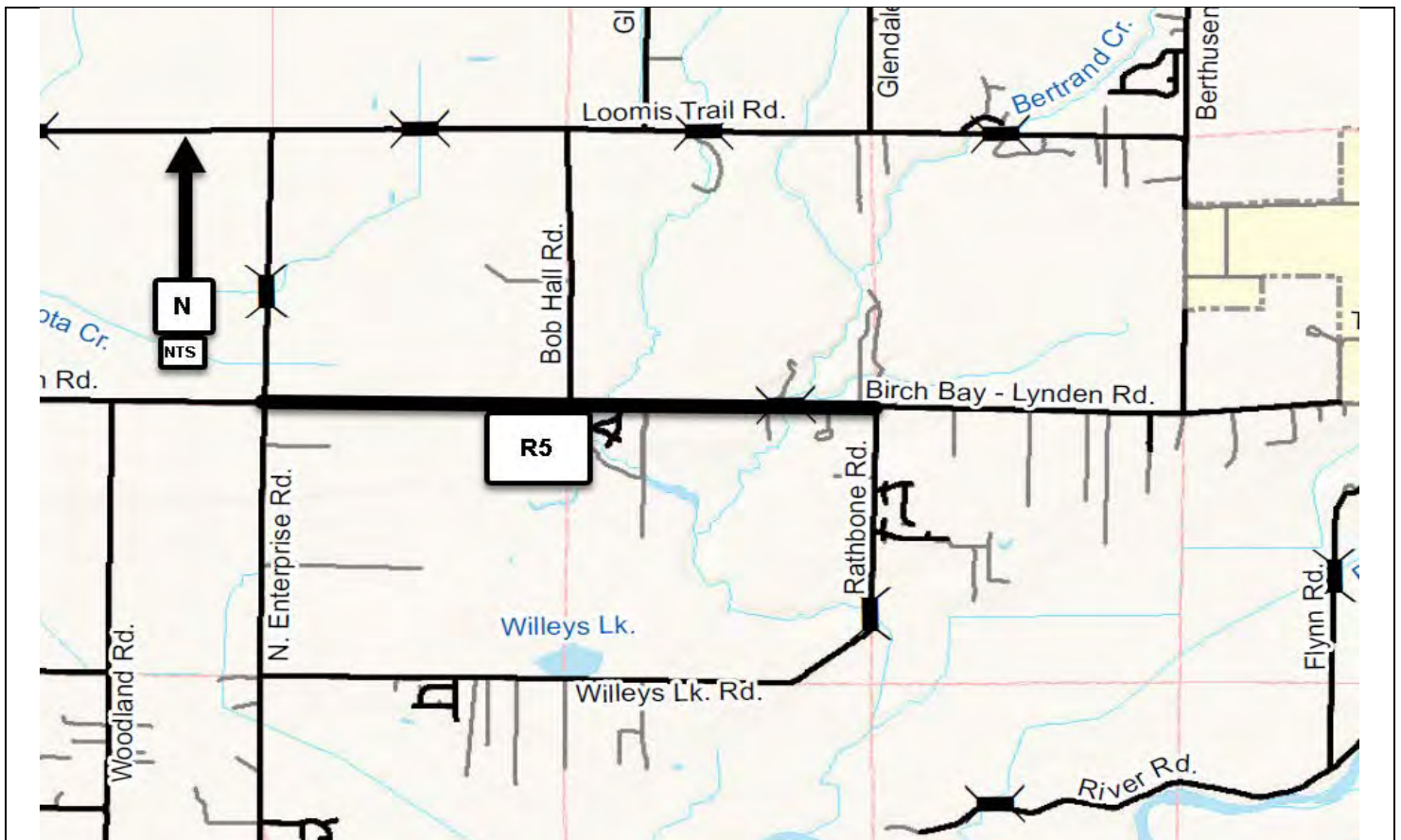
Funding Sources:

Federal	\$0
State	\$165,000 RATA funds
Local	\$985,000

Environmental Permitting SEPA

Right-of-Way Acquisition (Estimate) N/A

County Forces (Estimate) N/A



Birch Bay Lynden Rd. & Blaine Rd. Intersection Improvements CRP # 906001

Construction Funding Year(s): TBD

Project Narrative:

This project is located 4.6 miles south of Blaine, at the corners common to Sections 19, 20, 29, and 30, T40N, R1E. Intersection improvements being considered are a roundabout or a signal. This is a joint project with the Washington State Department of Transportation; however, it is unlikely that they will participate as a funding source. This project is listed #R6 on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Survey work and R/W Plan started. Consultant contract underway to evaluate & decide on preferred design alternative, and will be determined in Fall of 2020. Applied for and received federal STBG funding of \$800K which is available in 2023-2024. Additional grant funds will be looked for through other sources.

Total Estimated Project Cost: \$1,200,000

Expenditures to Date: \$89,000

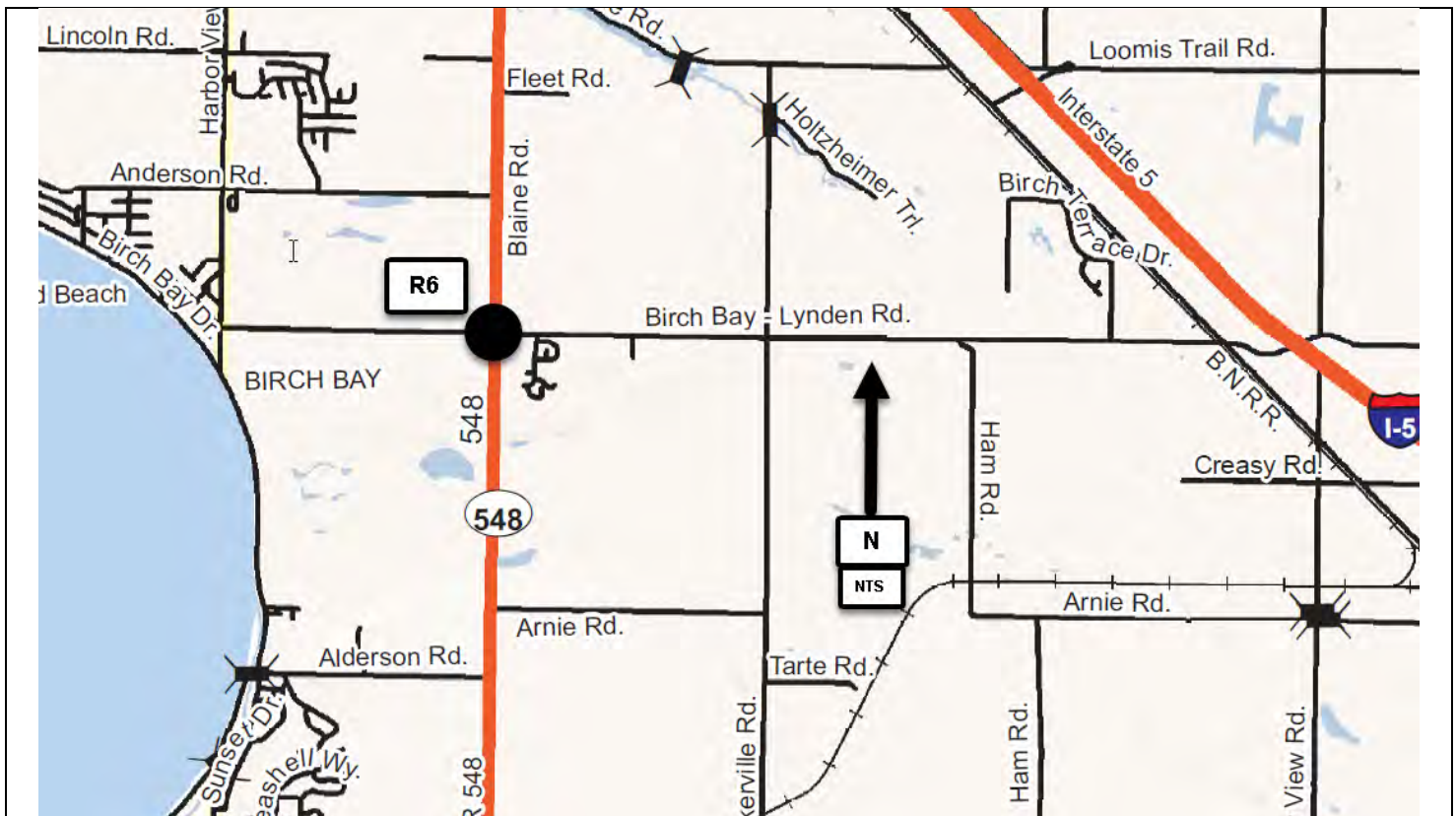
Funding Sources:

Federal	\$ STBG available in 2023-2024
State	\$0
Local	\$1,200,000 (add'l Grant funds sought)

Environmental Permitting ESA, NEPA, Clrg/CAO, Corp of Engr, DOE,

Right-of-Way Acquisition (Estimate) \$500,000

County Forces (Estimate)



Smith Road & Northwest Drive Intersection Improvements CRP # 918019

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Section 27 & 34 of T39N, R2E. The work involves intersection improvements that will likely be a roundabout or traffic signal at the current 4-way stop. This project will also require drainage upgrades and R/W acquisition, and is dependent on the NW Annex building being demolished at a future date. This project is listed **#R7** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Consultant contract underway to evaluate & decide on preferred design alternative, and will be determined in Fall of 2020. Public Works is working with Whatcom Council of Governments (WCOG) to submit this project for Regional Transportation Funding with a request for \$5 million.

Total Estimated Project Cost: TBD
Expenditures to Date: \$ 43,000

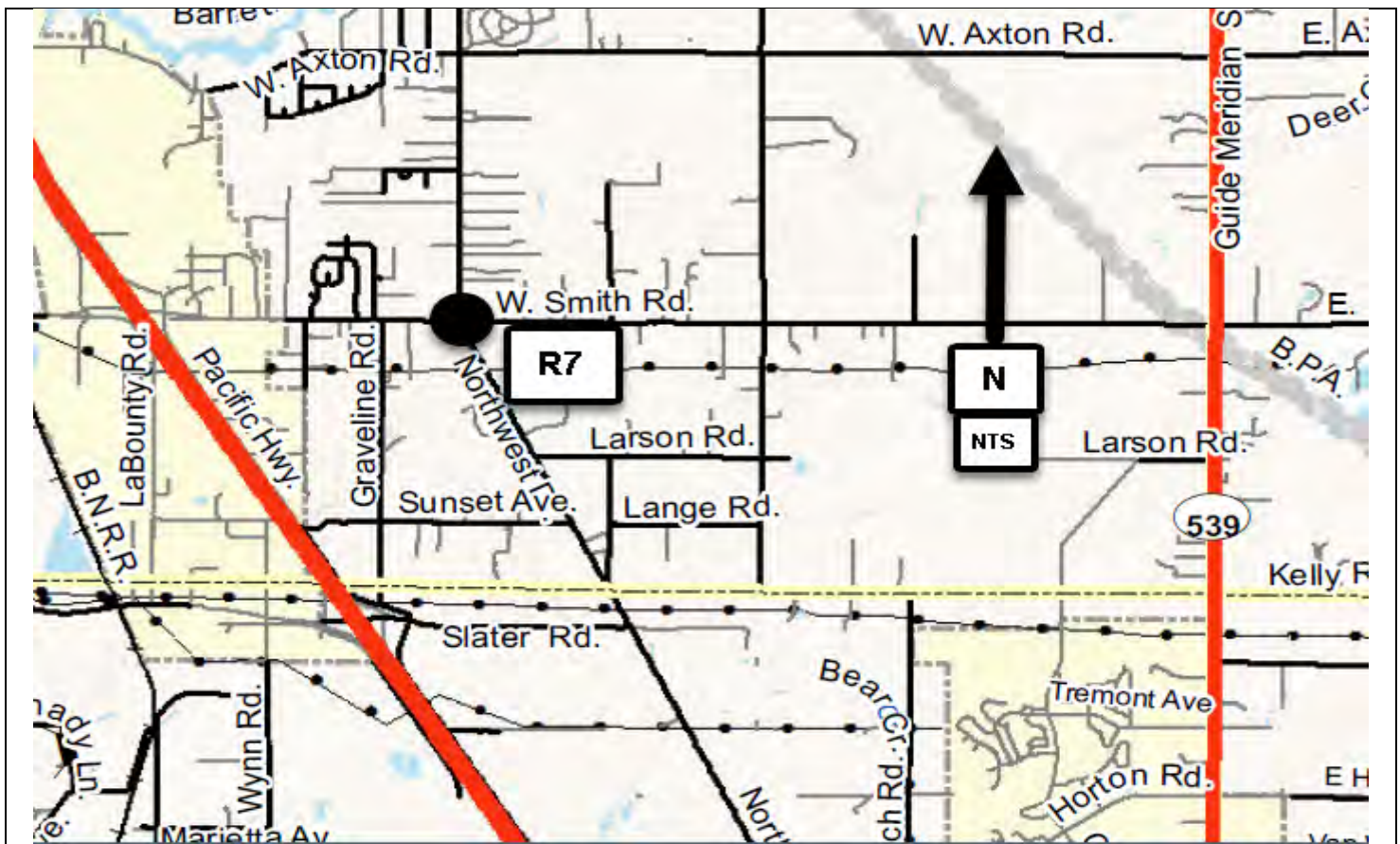
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$35,000 (Grant funds sought thru WCOG)

Environmental Permitting SEPA, Critical Areas, DOE

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Chief Martin Road/Cagey Road to Kwina Pavement Rehabilitation CRP # 920016

Construction Funding Year(s): 2021

Project Narrative:

This Chief Martin Road project is located between Cagey Road to Kwina Road in Sections 24 & 25 of T39N and R1E. The work will involve the pavement rehabilitation of approximately 2.50 miles of roadway. This project is listed **#R8** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Design, permitting and temporary easements to begin in late 2020. Currently looking for funding sources for the construction phase.

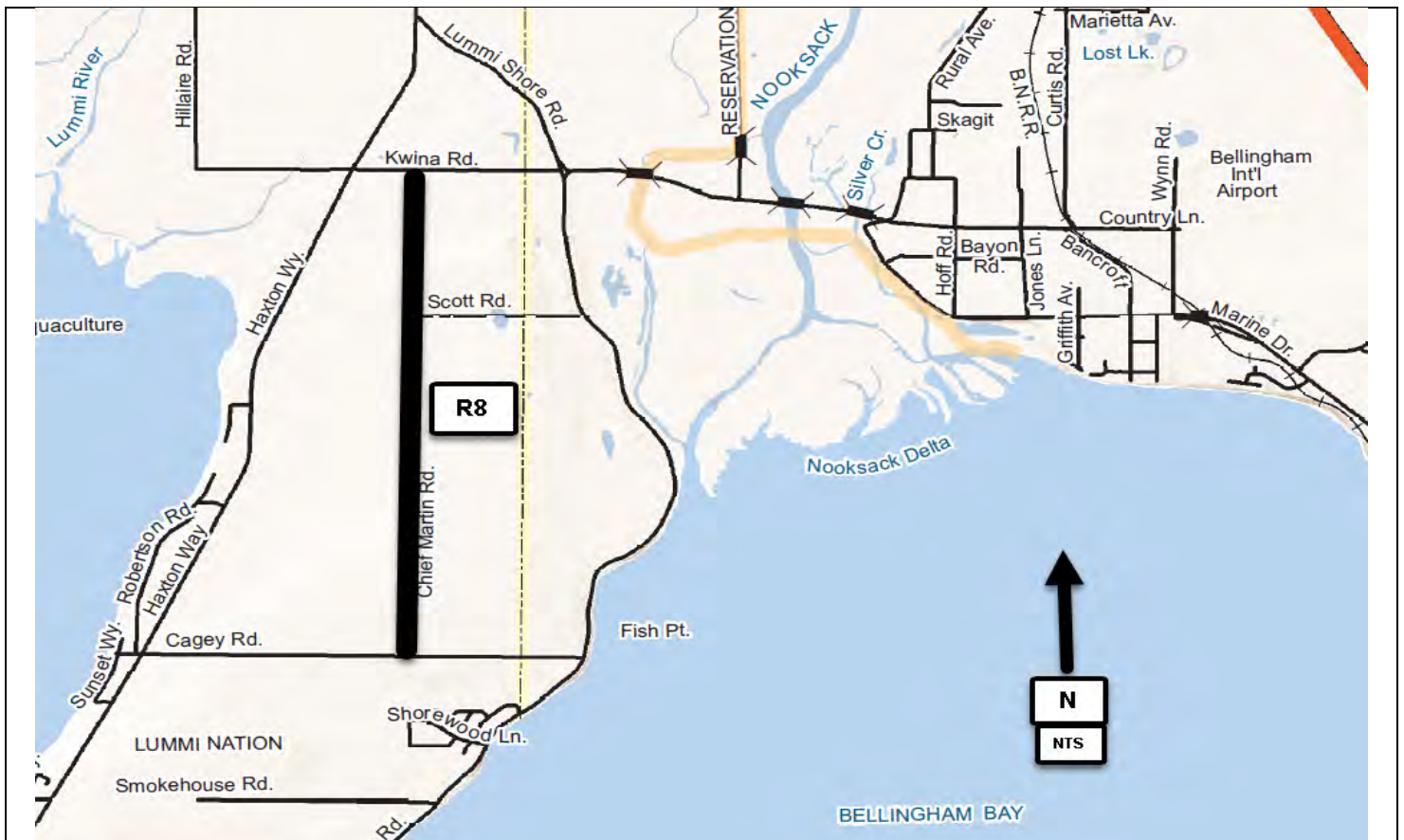
Total Estimated Project Cost: \$200,000

Expenditures to Date: \$0

Funding Sources:

Federal	
State	
Local	\$200,000

Environmental Permitting	SEPA, ESA, HPA, Clrg/CAO
Right-of-Way Acquisition (Estimate)	5,000
County Forces (Estimate)	N/A



Slater Road & Northwest Drive Intersection Improvements CRP # 918019

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Section 27 & 34 of T39N, R2E. The work involves intersection improvements that will likely be a roundabout or traffic signal at the current 3-way stop. This project will also require fish passage upgrades and R/W acquisition. This project is listed **#R9** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: WSDOT is the lead agency on this project and will be providing the design. Construction start date TBD depending on State revenues.

Total Estimated Project Cost: TBD
Expenditures to Date: \$ 22,000

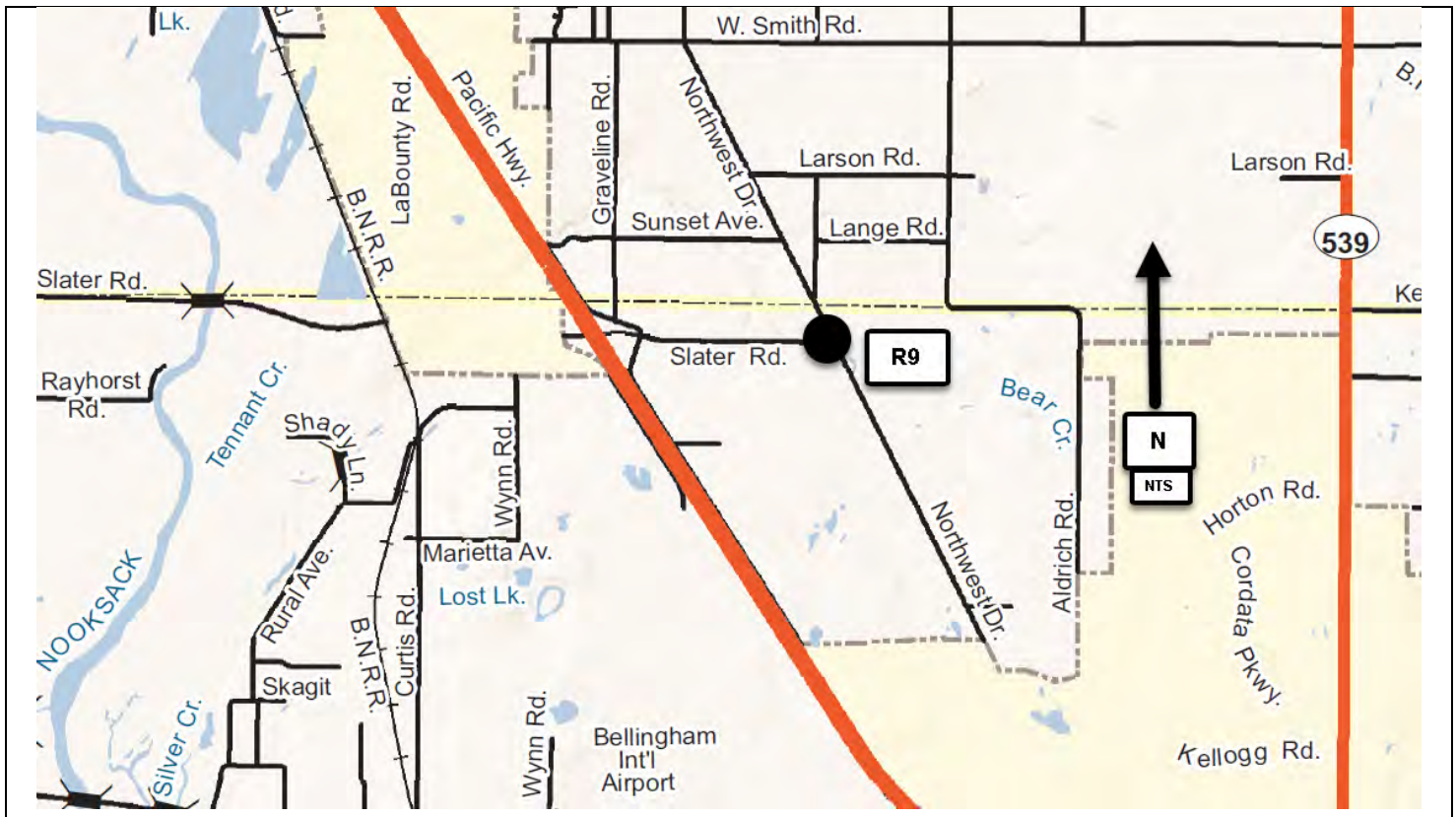
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$15,000

Environmental Permitting SEPA, Critical Areas, DOE

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Horton Road Northwest Drive to Aldrich Road CRP # 916002

Construction Funding Year(s): TBD

Project Narrative:

This new roadway project is located between Northwest Drive and Aldrich Road in Section 2 of T38N, R2E. The work involves a ½ mile of new roadway alignment and intersection with NW Drive, along with all the associated permitting, storm water and R/W issues. This project is listed **#R10** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Design, right-of-way, and permitting to begin in 2017 with Surface Transportation Program (STP) Grant awarded to Whatcom County and transferred to the City of Bellingham. An interlocal agreement is in place for the City of Bellingham to perform design of the project in coordination with their section of Horton Road construction. Construction schedule dependent upon funding agreements with City of Bellingham and other sources.

Total Estimated Project Cost: TBD

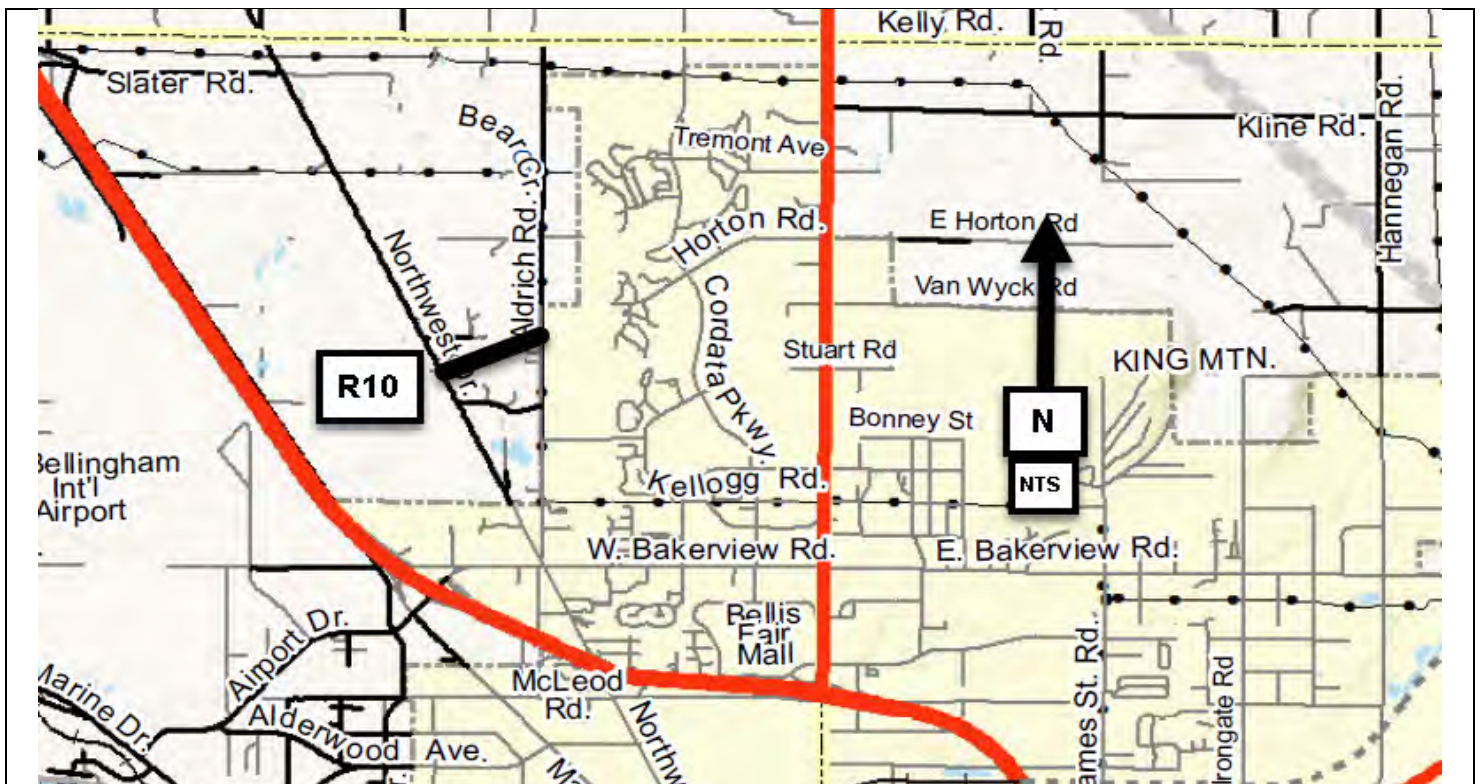
Expenditures to Date: \$7,800

***\$1,000,000 STBG Grant transferred to COB for design of county portion.**

Funding Sources:

Federal	(\$1,000,000)*
State	0
Local	\$147,000

Environmental Permitting	ECS, BA, NEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Lummi Nation Transportation Projects CRP #912017

Construction Funding Year(s): 2021

Project Narrative:

The Lummi Nation Transportation Projects is located in Section 2, T37N, R1E and Section 34, T38N, R1E. This work, in fulfillment of the ferry lease obligation, involves the construction of transportation improvement projects in accordance with Exhibit C of the October 27, 2011 Uplands Lease Agreement for Lummi Island Ferry Use at Gooseberry Point. This project is listed #R11 on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Projects funds will be available for expenditure when funds of equal or greater value are matched by the Lummi Nation.

Total Estimated Project Cost: \$4,000,000 Expenditures to Date: \$2,000,000	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$2,000,000

Environmental Permitting	N/A
Right-of-Way Acquisition (Estimate)	N/A
County Forces (Estimate)	N/A

Due to the nature of this item, no map exists. Location of the new transportation projects will be determined in 2021.

Point Roberts Transportation Improvements CRP # 910002

Construction Funding Year(s): 2021

Project Narrative:

Point Roberts is located in T40N and T41N, R3W. The proposed improvements would be specific to area needs and the development of projects to be funded by the Pt. Roberts Transportation Benefit District. This project is listed **#R12** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Public Works has assigned staff working with the Point Roberts Transportation Benefit District Advisory Committee to coordinate project evaluation, selection, and development.

Total Estimated Project Cost: \$150,000

Expenditures to Date: \$400

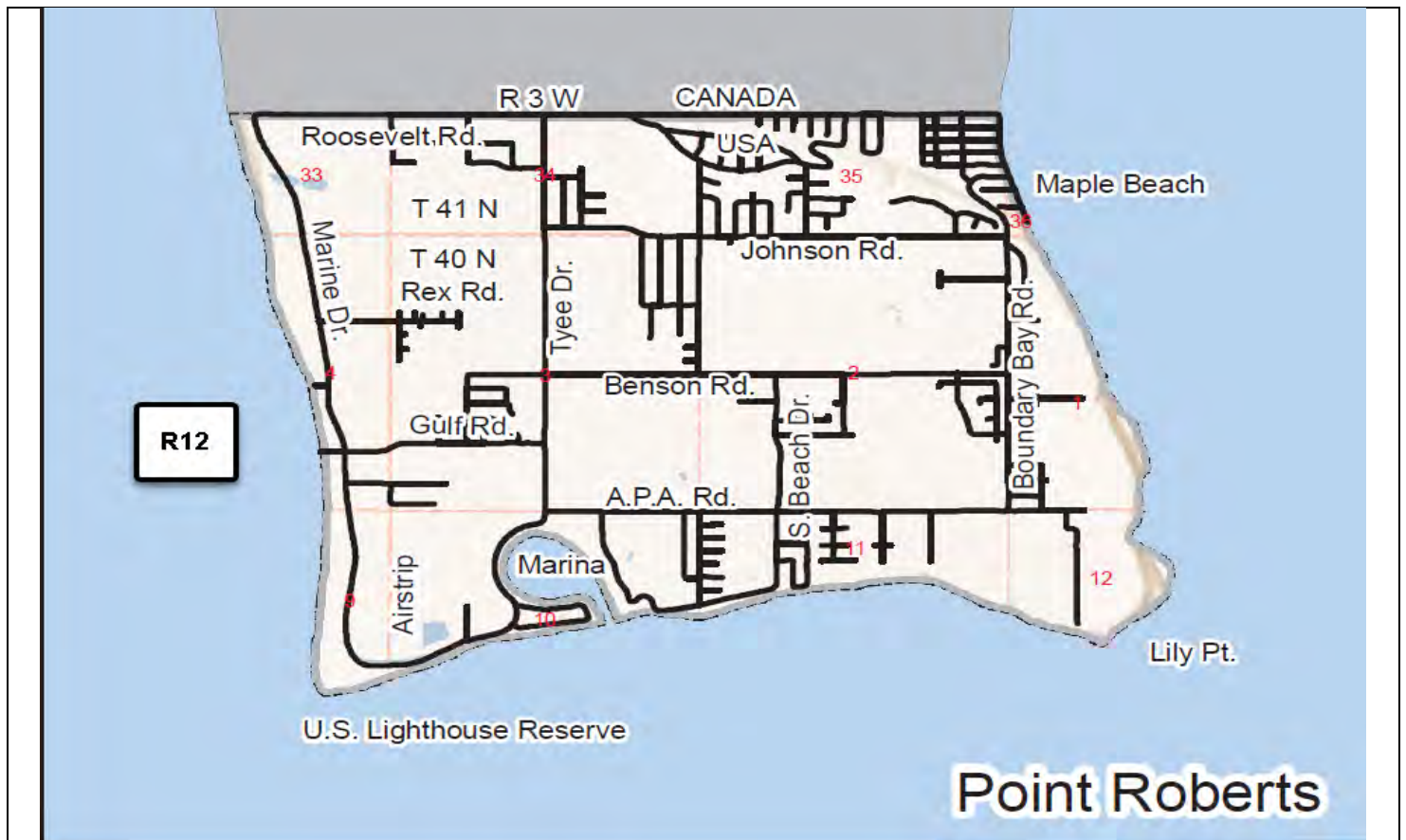
Funding Sources:

Federal	\$0
State	\$0
Local	\$150,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Hemmi Road Flood Mitigation CRP # 916007

Construction Funding Year(s): 2021

Project Narrative:

This Hemmi Road Flood Mitigation project is located on Hemmi Road approximately a half mile east of Hannegan Road, located in Section 16 and 21 of T39N, R3E. Hemmi Road is submerged several months of the year at this location. Project work will include raising this portion of the road, installing a larger culvert and associated road work. This project is listed #R13 on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Engineering, permitting and real estate work expected to be completed in 2020 with construction scheduled in 2021.

Total Estimated Project Cost: \$1,745,000

Expenditures to Date: \$295,000

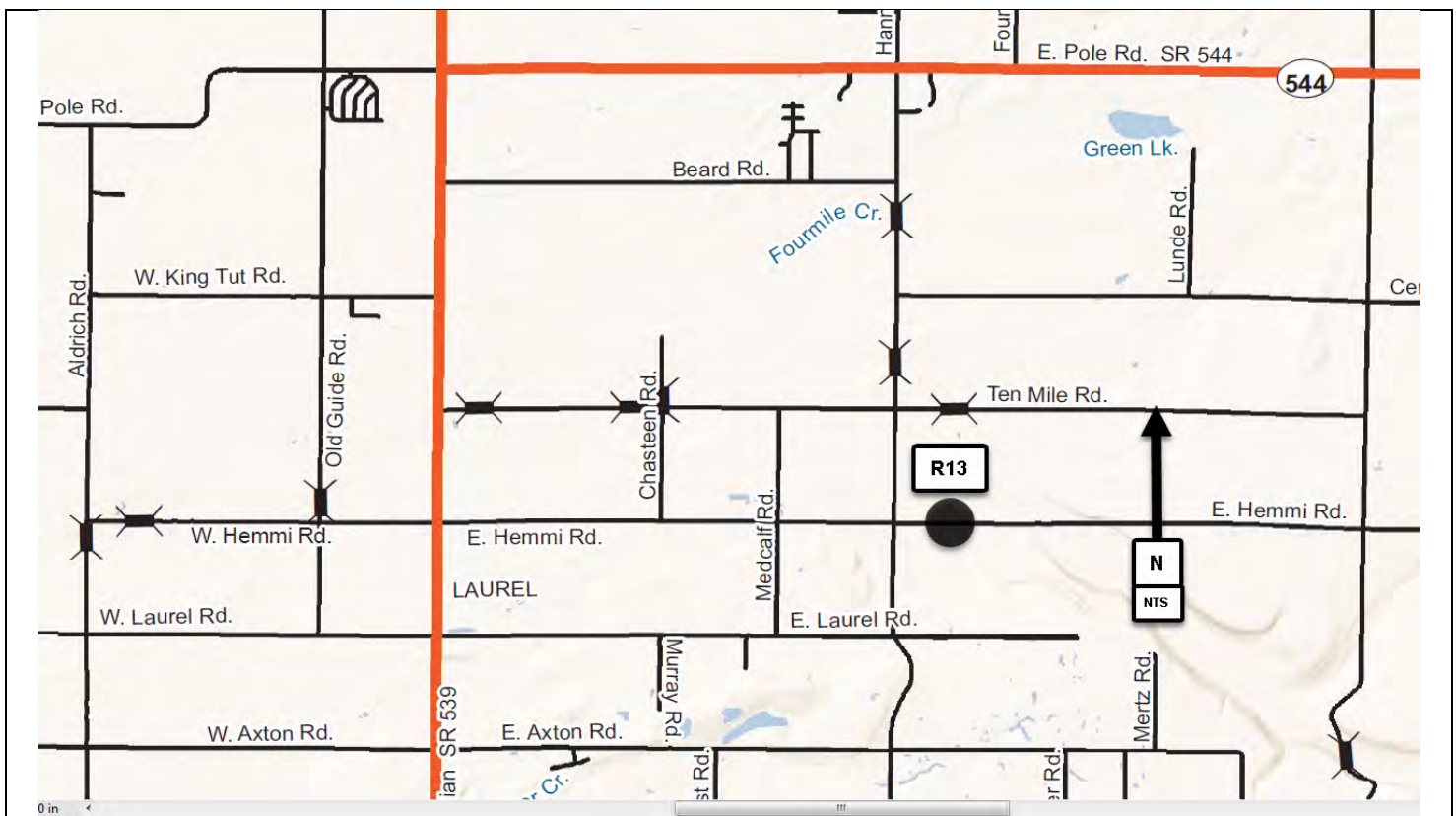
Funding Sources:

Federal	
State	
Local	\$1,745,000

Environmental Permitting	SEPA, HPA, Shorelines, ACOE 404
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Right-of-Way Acquisition (Estimate)	TBD
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County Forces (Estimate)	TBD
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Innis Creek Road CRP # 915014

Construction Funding Year(s): TBD

Project Narrative:

This project is located northeast of Wickersham in Section 29, T37N, R5E. The work involves raising a quarter mile section of Innis Creek Road to mitigate flooding issues. This project is listed **#R14** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Preliminary design completed in 2019 with alternatives developed; however, environmental mitigation, due to presence of endangered species, has initiated re-evaluation of options.

Total Estimated Project Cost: TBD
Expenditures to Date: \$ 71,000

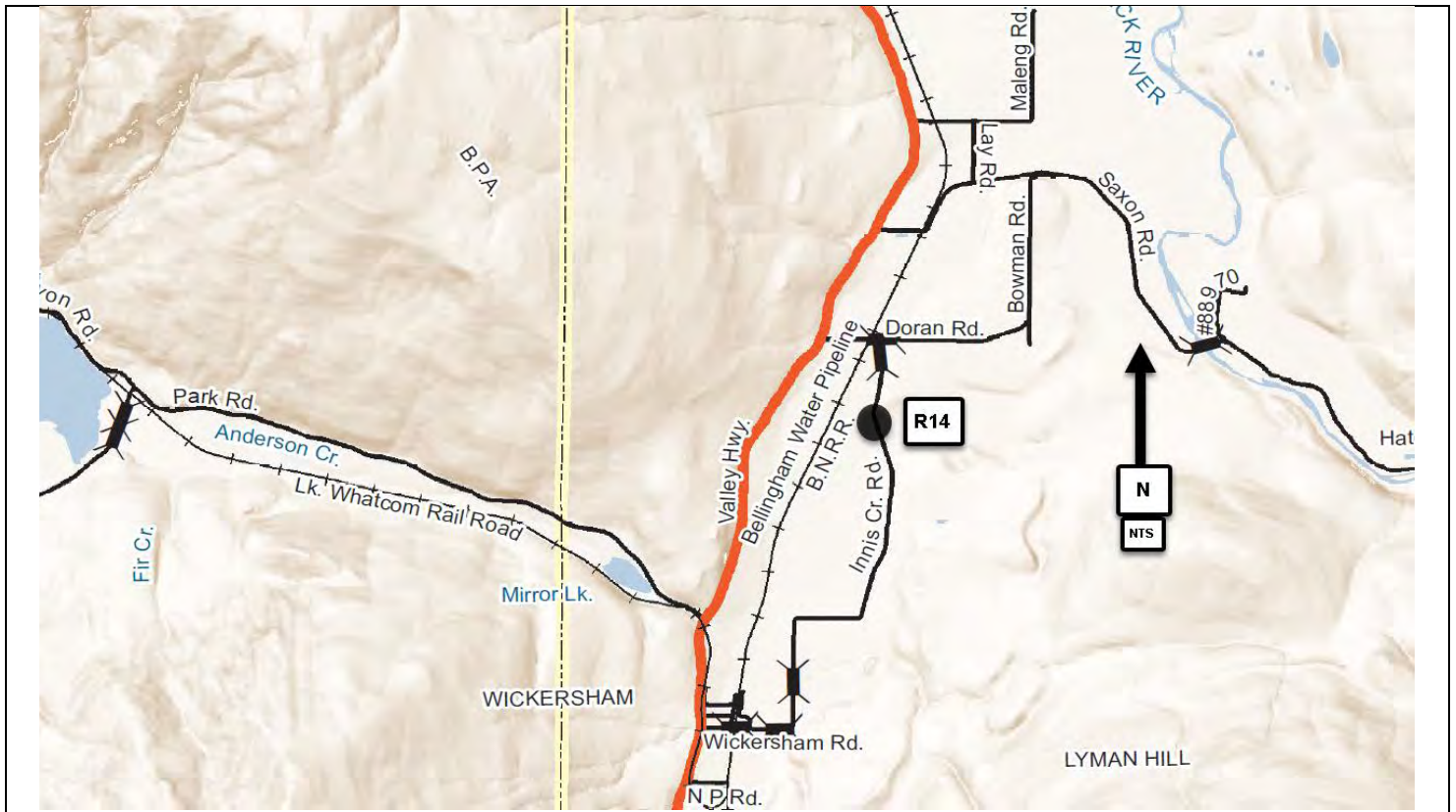
Funding Sources:

Federal	\$0
State	\$0
Local	\$10,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Birch Bay Drive – Jackson Rd. to Shintaffer Rd. CRP #Not Assigned

Construction Funding Year(s): 2022

Project Narrative:

This project is located in Sections 24, 30, and 31 of T40N, R1E. The work involves pavement rehabilitation of approximately 2.5 miles of roadway through a grind/repave operation. This project is listed **#R15** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Project design and construction will closely follow the Birch Bay Drive & Pedestrian Facility project to rehabilitate Birch Bay Drive after the soft shore berm construction activities. Additional funding sources will be pursued as they become available.

Total Estimated Project Cost: \$1,710,000

Expenditures to Date: \$ 0

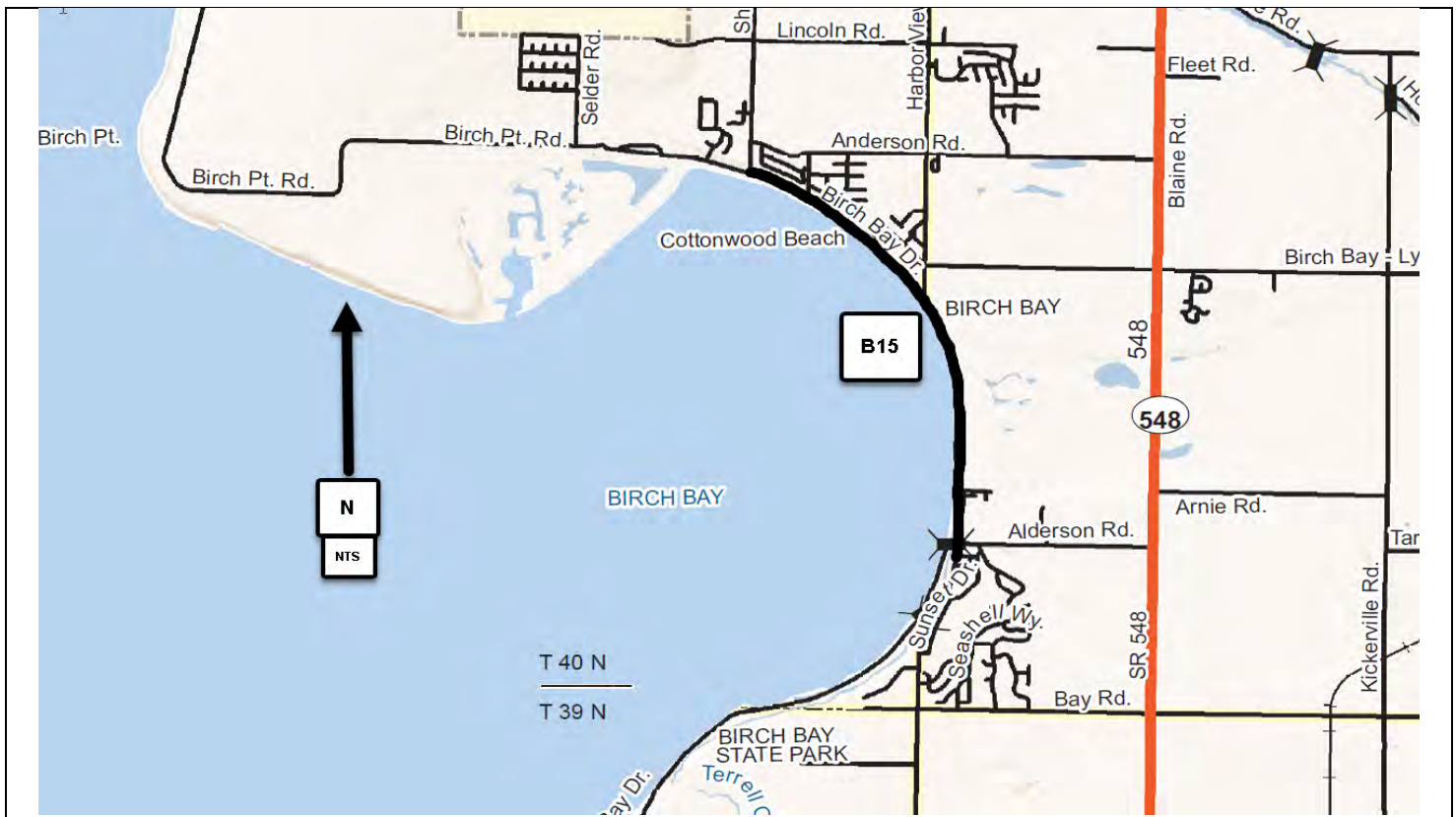
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$1,710,000

Environmental Permitting SEPA, CLR/CAO, Shorelines

Right-of-Way Acquisition (Estimate) \$0

County Forces (Estimate) TBD



Marine Drive II Alderwood Avenue to Bridge No. 172 Reconstruction and Bike/Ped Facilities CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:

This Marine Drive project is located between Alderwood Avenue and Bridge No. 172 in Section 15 of T38N, R2E. The work involves reconstruction of approximately ½ mile of roadway with emphasis on bike/pedestrian enhancements. This project is listed **#R16** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Design, permitting, R/W and construction time frames would be contingent on availability of additional grant monies to fund the project. A grant application was submitted in August 2020 to the WSDOT 2020 Pedestrian and Bike Program for PE funds. If awarded, preliminary engineering could start summer / fall of 2021.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

Funding Sources:

Federal	\$0
State	\$0
Local	\$25,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Turkington Road/Jones Creek CRP # 915013

Construction Funding Year(s): 2022

Project Narrative:

This project is located in Sections 6 & 7, T37N, R5E. This work involves completing design of road and bridge modifications in this area in coordination with a debris flow berm project being developed by the River and Flood Division. The project is listed **#R17** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Design work and ROW acquisition work is underway by the River & Flood Division, and both phases are expected to be completed in 2021. Construction is dependent on grant funding, and a grant application for construction funding has been submitted to the State DOE Floodplains By Design program. Construction is scheduled to begin in 2022 if successful in obtaining construction funding.

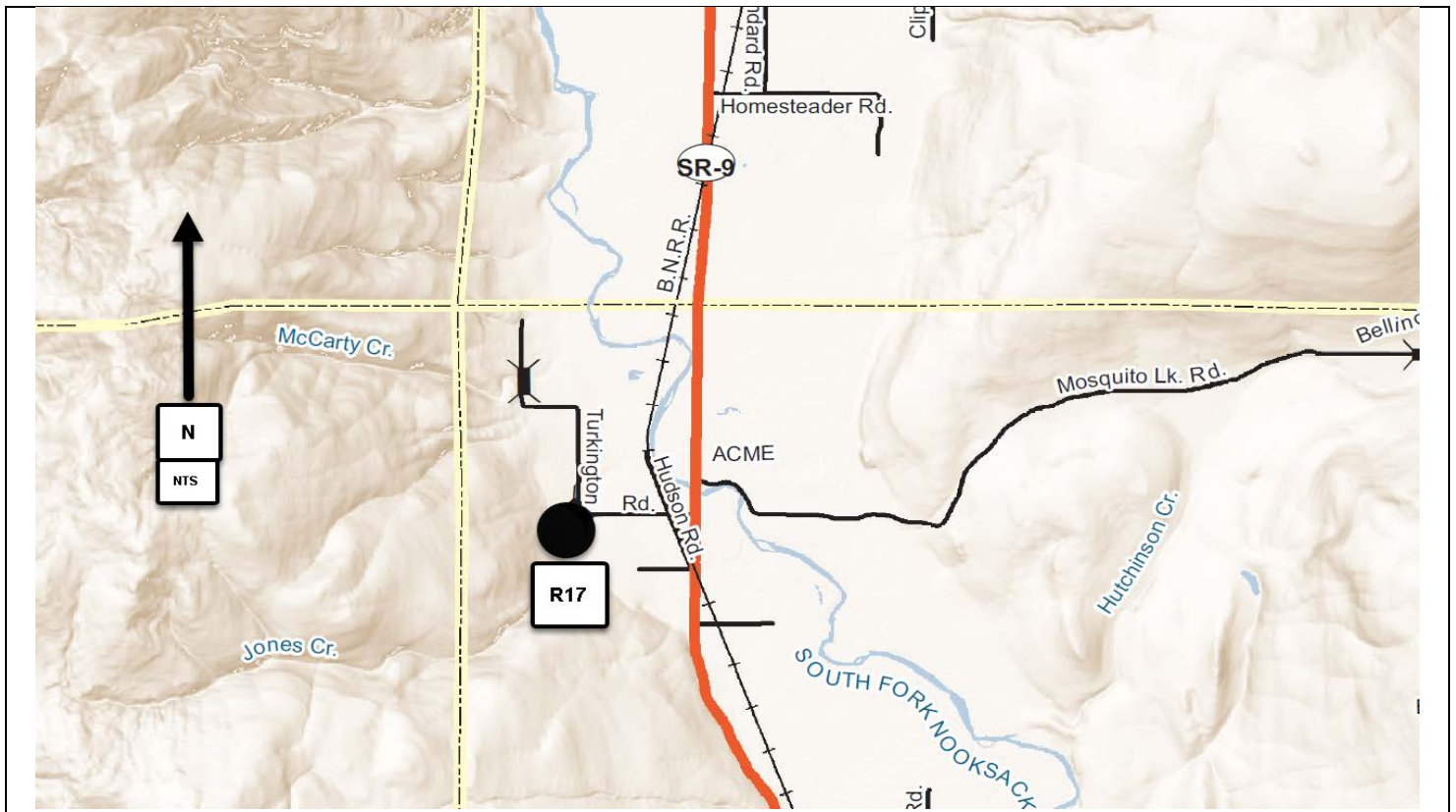
Total Estimated Project Cost: \$ 585,000

Expenditures to Date: \$0

Funding Sources:

Federal	\$0
State	\$0
Local	\$585,000 (2021-2022)

Environmental Permitting	BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR
Right-of-Way Acquisition (Estimate)	\$50,000
County Forces (Estimate)	N/A



Truck Road Flood Damage Repair CRP Not Assigned

Construction Funding Year(s): 2021

Project Narrative:

This project is located in Sections 6 & 7, T37N, R5E. The project is listed **#R18** on the 2021-2026 Six-Year Transportation Improvement Program. During high-water events of the 2017/2018 winter, the North Fork Nooksack River eroded the unprotected bank of Truck Road to within 13 feet of the roadway surface. This prompted an emergency project to construct a passive riprap revetment underneath a section of the roadway to provide immediate protection. Flooding during 2020 eroded the remaining bank exposing the recently constructed riprap revetment and destabilizing a portion of the north bound lane. Jersey barriers were placed by county crews to block off this lane to traffic. The FCZD is evaluating road realignment and bank stabilization alternatives to provide a long-term solution in this area.

Project Status: An analysis of road realignment and bank stabilization alternatives is planned for 2021. Preliminary design of the preferred alternatives will be initiated once the preferred alternative is selected. Construction of the road setback is anticipated to occur in 2023. The FCZD is seeking FEMA funds to partially fund the project. Project cost listed is for design only.

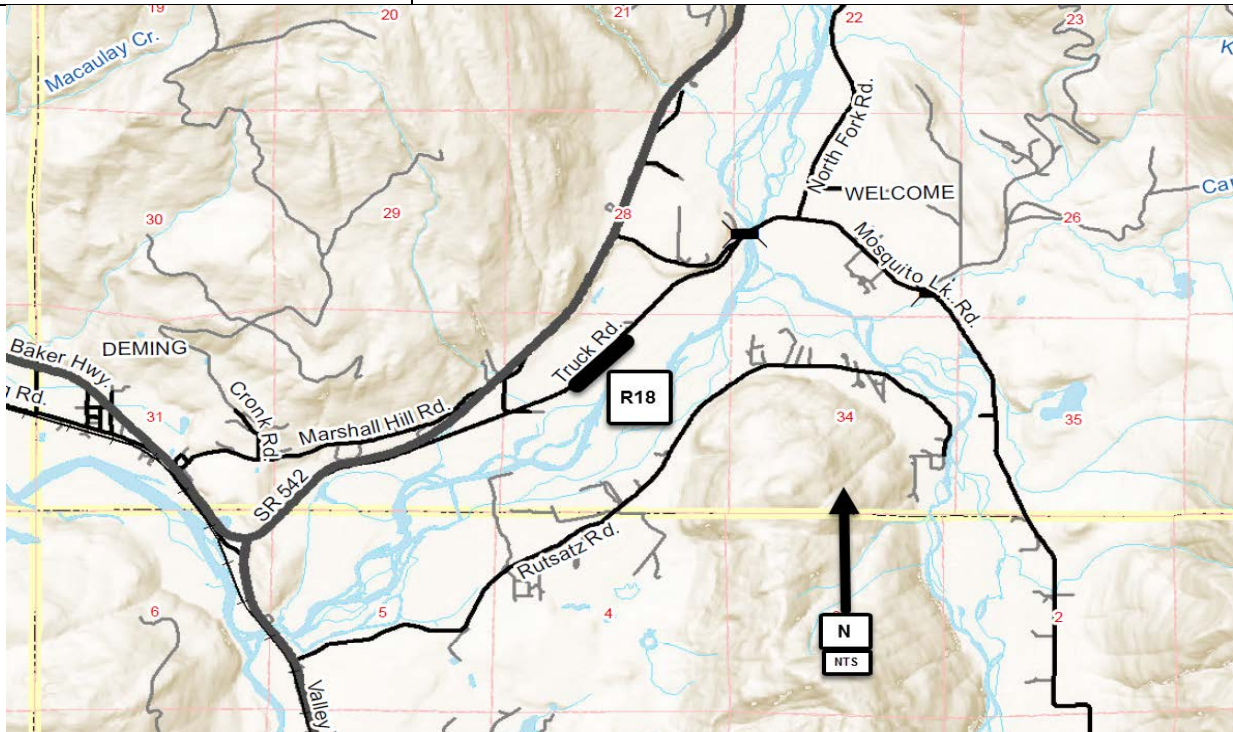
Total Estimated Project Cost: \$ 400,000

Expenditures to Date: \$0

Funding Sources:

Federal FEMA	\$300,000
State	\$0
Local	\$100,000

Environmental Permitting	BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR
Right-of-Way Acquisition (Estimate)	\$50,000
County Forces (Estimate)	N/A



Abbott Road/Levee Improvements CRP # 919002

Construction Funding Year(s): 2021-2023

Project Narrative:

This project is located in Section 27, T40N, R3E. This project proposes to stabilize an approximately 600-LF section of the left bank of the Nooksack River adjacent to Abbott Road and to extend the upstream end of the Abbott Levee and realigned it to run under Abbott Road. This project is listed **#R19** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: The project managed by the River and Flood section and is currently in the preliminary engineering design phase. The FCZD has contracted with an engineering consultant to design measures to help arrest the ongoing erosion with construction planned for summer of 2021. The reach assessment will also provide the technical basis for developing alternatives for upstream improvements as Phase 2.

Total Estimated Project Cost: \$400,000

Expenditures to Date: \$0

Funding Sources:

Federal	\$
State	\$
Local	\$400,000 (2021-2022)

Environmental Permitting	HPA, ACOE, Shorelines, SEPA
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Right-of-Way Acquisition (Estimate)	TBD
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County Forces (Estimate)	TBD
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Ferndale Road/Levee Improvements CRP # 919001

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Sections 30 and 31, T39N, R2E. This project includes reconstruction of 1.2 miles of levee including the Ferndale Levee and Ferndale Treatment Plant Levee segments. The new levee will be set back slightly to Ferndale Road with the roadway serving as the crest of the levee. This project is listed **#R20** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Due to the high cost, outside funding will be sought. The WCFCZD will pursue funding through the Floodplains by Design grant program administered by the DOE.

Total Estimated Project Cost: \$150,000

Expenditures to Date: \$0

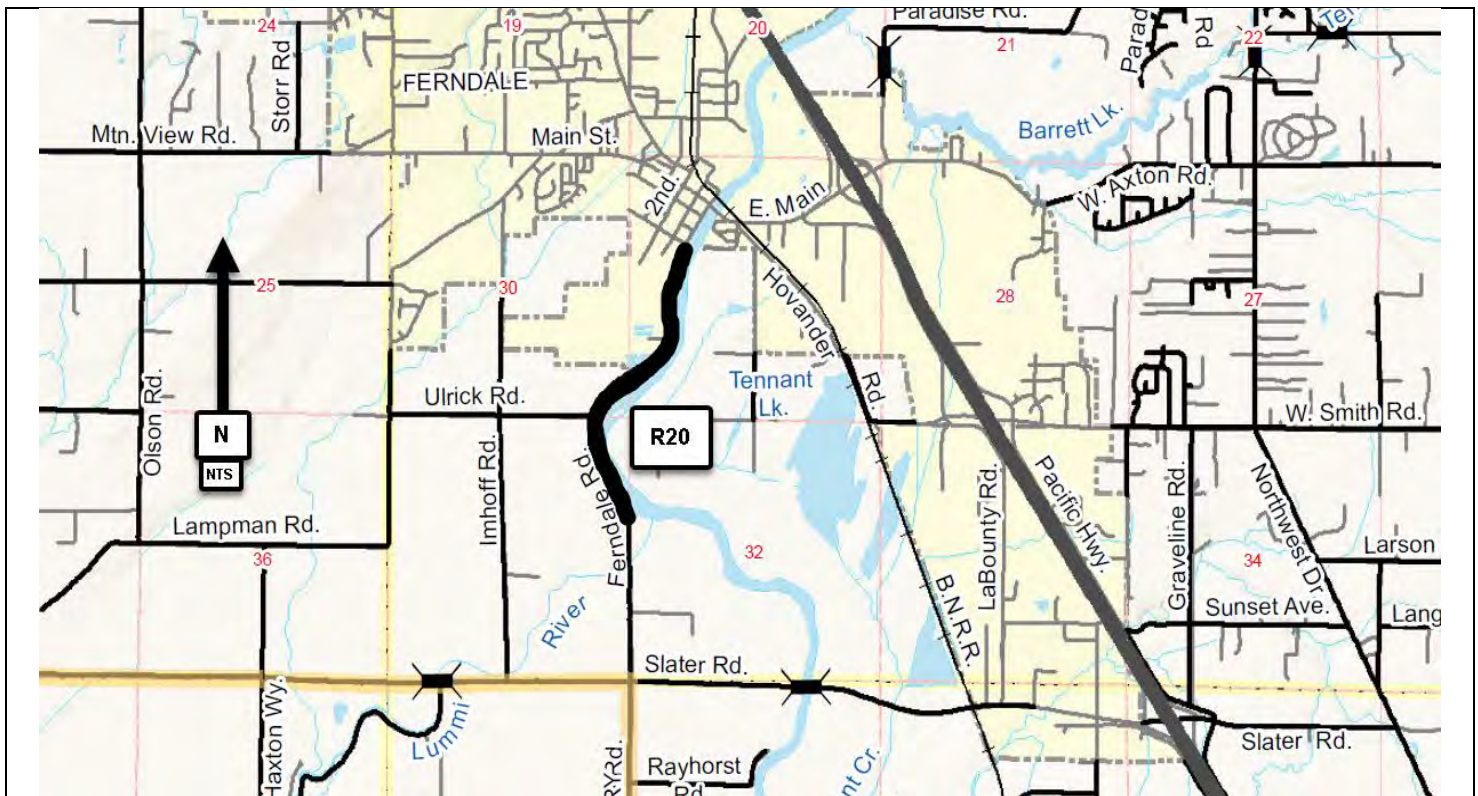
Funding Sources:

Federal	\$
State	\$
Local	\$150,000 (2021-2023)

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Lake Louise Rd., Austin Street to Lake Whatcom Blvd. Pavement Rehabilitation CRP #Not Assigned

Construction Funding Year(s): 2022

Project Narrative:

The Lake Louise Rd. , Austin St. to Lake Whatcom Blvd. project is located in Sections 35 and 36 of Township 38N , Range 3E and Sections 1, 6, 7, and 8 of Township 37N, Range 4E. The work will involve the pavement rehabilitation of approximately 4.06 miles of roadway and culvert replacements for fish passage. This project is listed **#R21** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Design work will begin in late 2021, with construction planned for summer of 2022.

Total Estimated Project Cost: \$2,050,000

Expenditures to Date: \$ 0

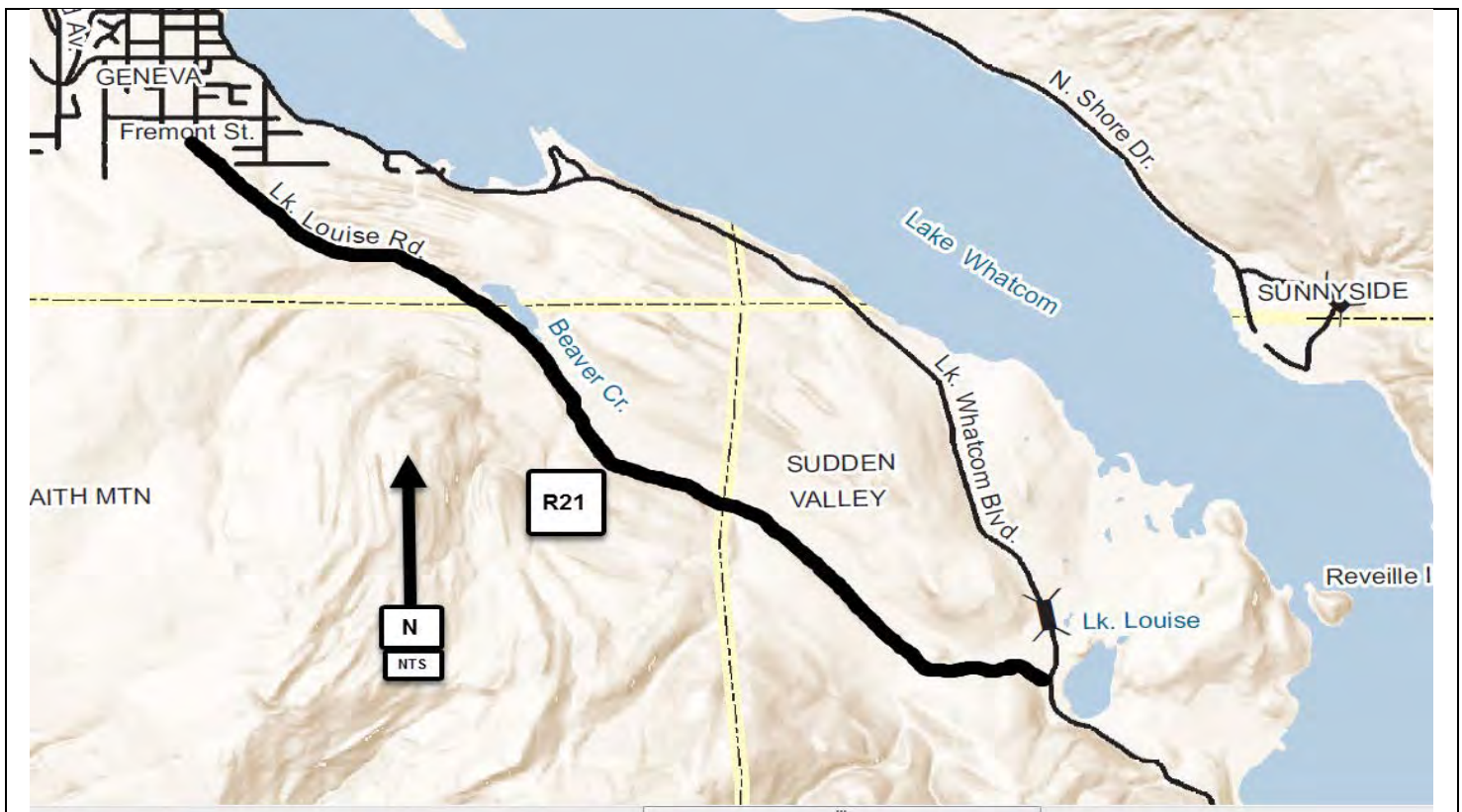
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$2,050,000

Environmental Permitting SEPA,

Right-of-Way Acquisition (Estimate) \$0

County Forces (Estimate) TBD



Austin Street, Lake Louise to Cable Pavement Rehabilitation with ADA Improvements CRP #Not Assigned

Construction Funding Year(s): 2021

Project Narrative:

This Lakeway Drive/Terrace, City of Bellingham to Cable St. project is located in Sections . The work will involve the structural overlay of approximately .79 miles of roadway along with other minor improvements. This project is listed **#R22** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2023, with Construction planned for Summer of 2025.

Total Estimated Project Cost: \$510,000

Expenditures to Date: \$ 0

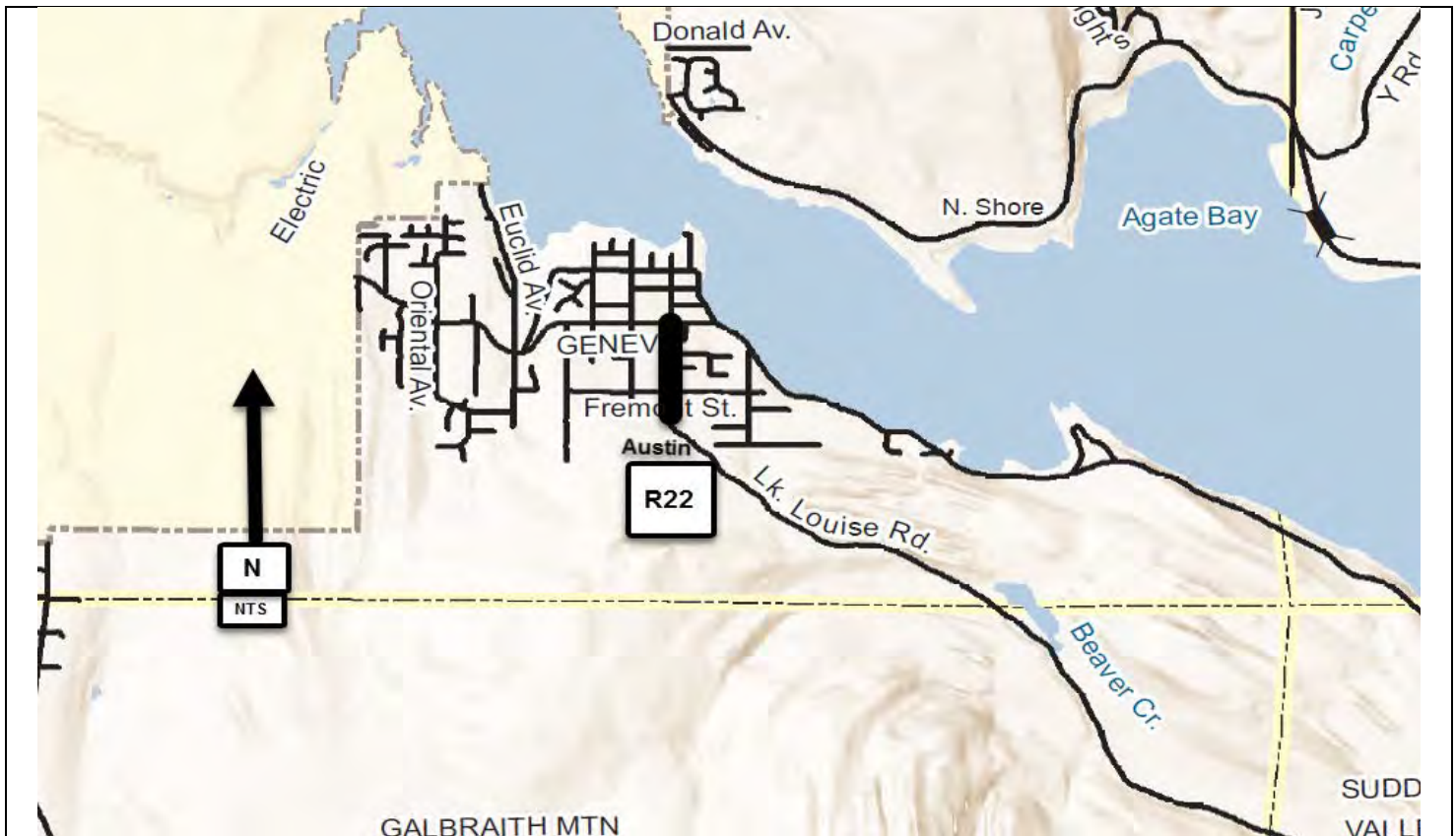
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$510,000

Environmental Permitting SEPA,

Right-of-Way Acquisition (Estimate) \$0

County Forces (Estimate) TBD



Northwest Drive, Slater Rd. to Axton Rd. Pavement Rehabilitation CRP #Not Assigned

Construction Funding Year(s): 2023

Project Narrative:

This Northwest Drive, Slater Rd. to Axton Rd. project is located in Sections . The work will involve the structural overlay of approximately .79 miles of roadway along with other minor improvements. This project is listed **#R23** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2023, with Construction planned for Summer of 2025.

Total Estimated Project Cost: \$1,200,000

Expenditures to Date: \$ 0

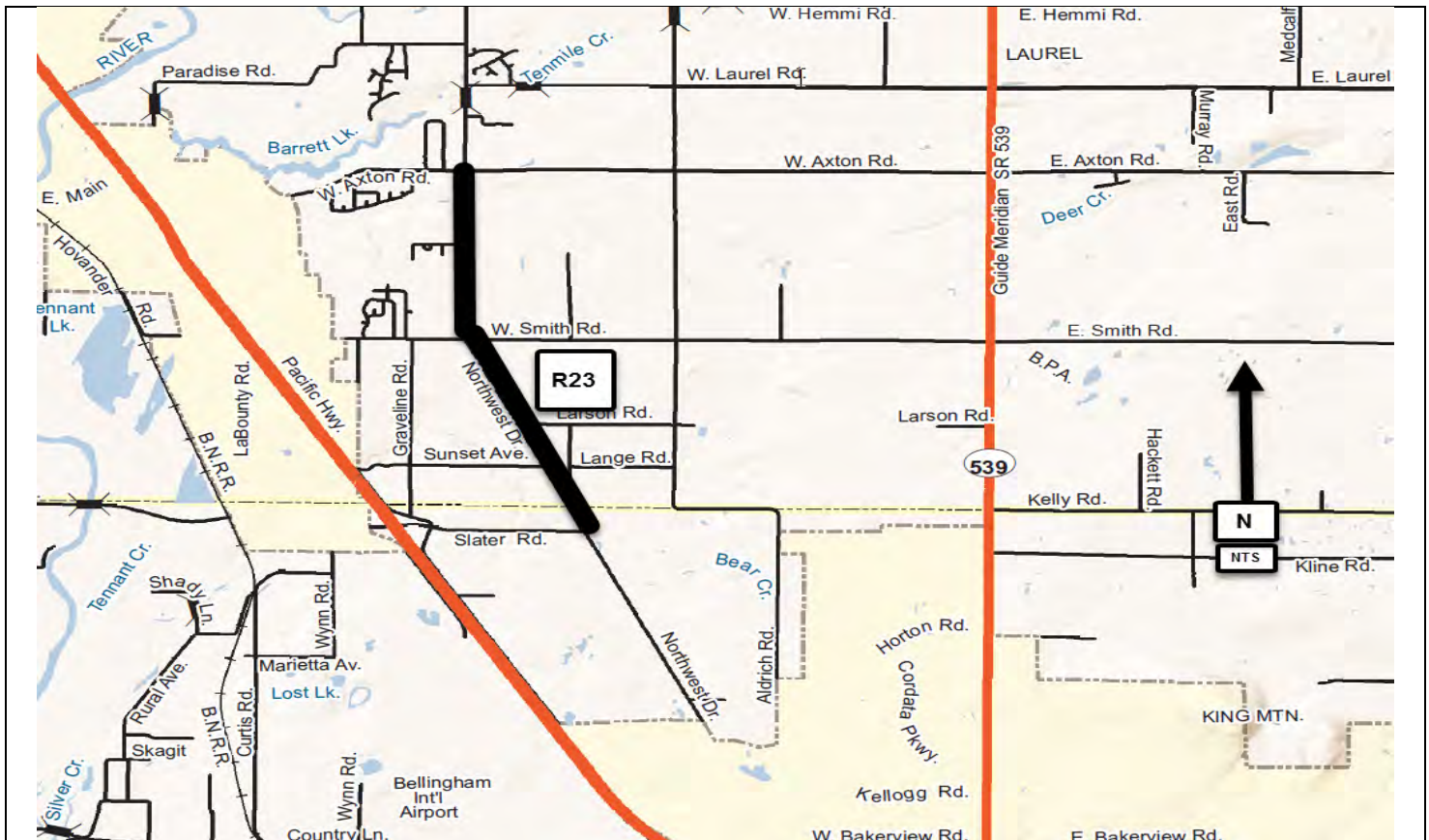
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$1,200,000

Environmental Permitting SEPA,

Right-of-Way Acquisition (Estimate) \$0

County Forces (Estimate) TBD



Axton Road, City of Ferndale to SR 539 Pavement Rehabilitation CRP #Not Assigned

Construction Funding Year(s): 2023

Project Narrative:

This Axton Road, City of Ferndale to SR 539 project is located in Sections . The work will involve the structural overlay of approximately 2.27 miles of roadway along with other minor improvements. This project is listed **#R24** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2023, with Construction planned for Summer of 2025.

Total Estimated Project Cost: \$1,535,000

Expenditures to Date: \$ 0

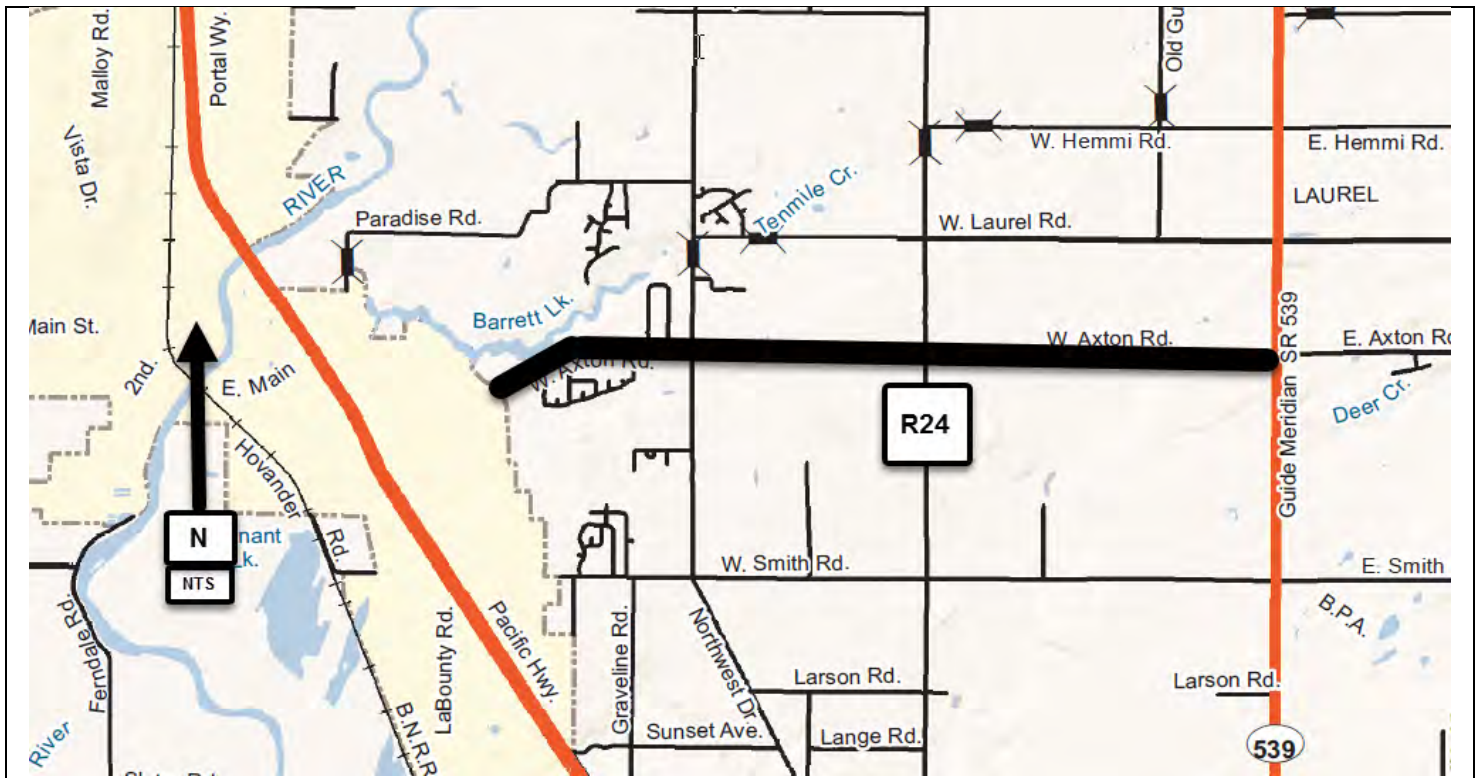
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$1,535,000

Environmental Permitting SEPA,

Right-of-Way Acquisition (Estimate) \$0

County Forces (Estimate) TBD



Hampton Road, City of Lynden to Van Buren Pavement Rehabilitation CRP #Not Assigned

Construction Funding Year(s): 2024

Project Narrative:

This Hampton Road, City of Lynden urban area boundary to Van Buren. The work will involve the structural overlay of approximately 4.65 miles of roadway along with other minor improvements. This project is listed **#R25** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2023, with Construction planned for Summer of 2025.

Total Estimated Project Cost: \$2,000,000

Expenditures to Date: \$ 0

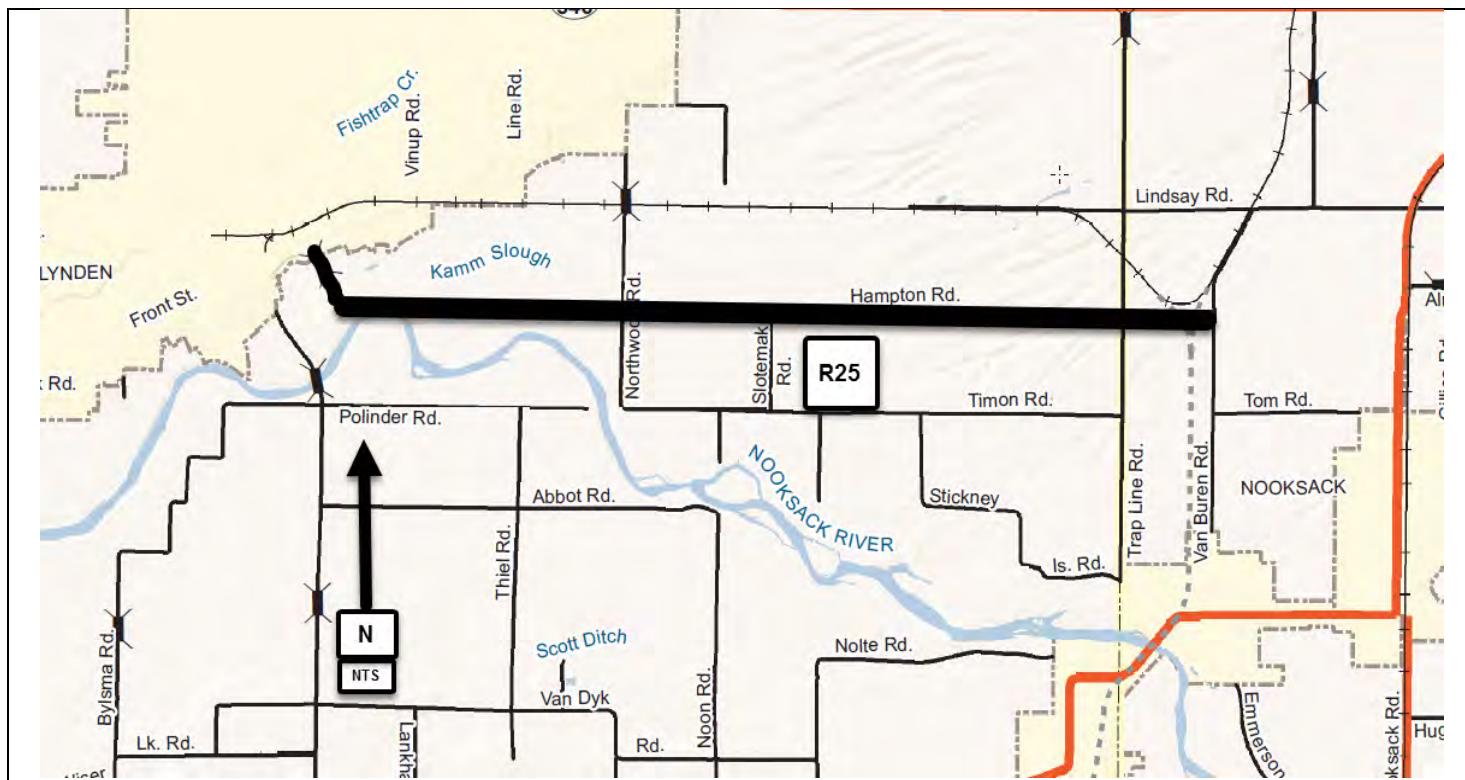
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$2,000,000

Environmental Permitting SEPA,

Right-of-Way Acquisition (Estimate) \$0

County Forces (Estimate) TBD



Everson Goshen Road, Smith Rd. to Pole Rd. Pavement Rehabilitation CRP #Not Assigned

Construction Funding Year(s): 2024

Project Narrative:

This Everson Goshen Rd., Smith Rd. to Pole Rd. project is located in Sections . The work will involve the structural overlay of approximately 4.09 miles of roadway along with other minor improvements. This project is listed **#R26** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2023, with Construction planned for Summer of 2025.

Total Estimated Project Cost: \$190,000

Expenditures to Date: \$ 0

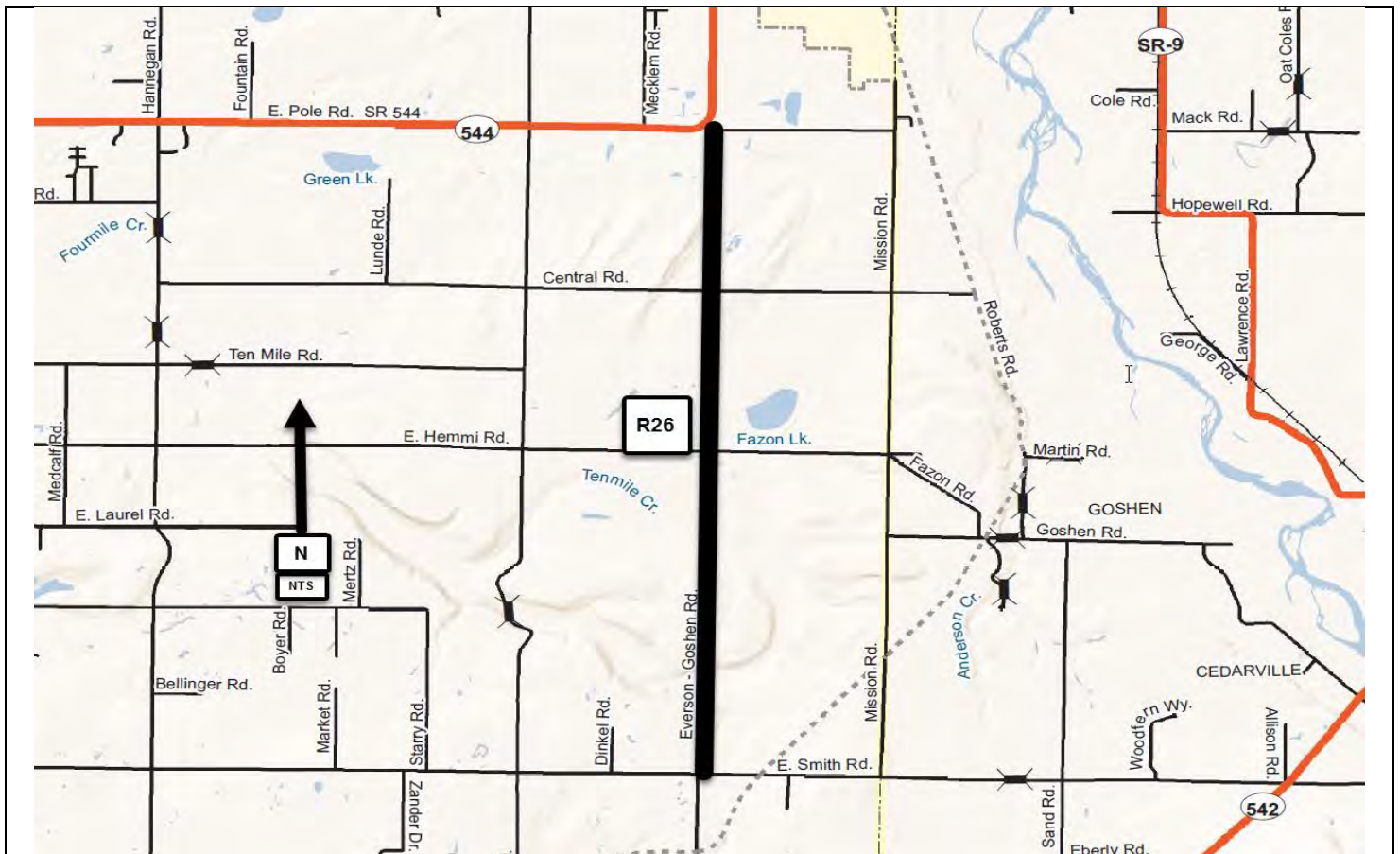
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$190,000

Environmental Permitting SEPA,

Right-of-Way Acquisition (Estimate) \$0

County Forces (Estimate) TBD



Lakeway Drive/Terrace, City of Bellingham to Cable Pavement Rehabilitation CRP #Not Assigned

Construction Funding Year(s): 2025

Project Narrative:

This Lakeway Drive/Terrace, City of Bellingham to Cable St. project is located in Sections . The work will involve the structural overlay of approximately .79 miles of roadway along with other minor improvements. This project is listed **#R27** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2023, with Construction planned for Summer of 2025.

Total Estimated Project Cost: \$625,000

Expenditures to Date: \$ 0

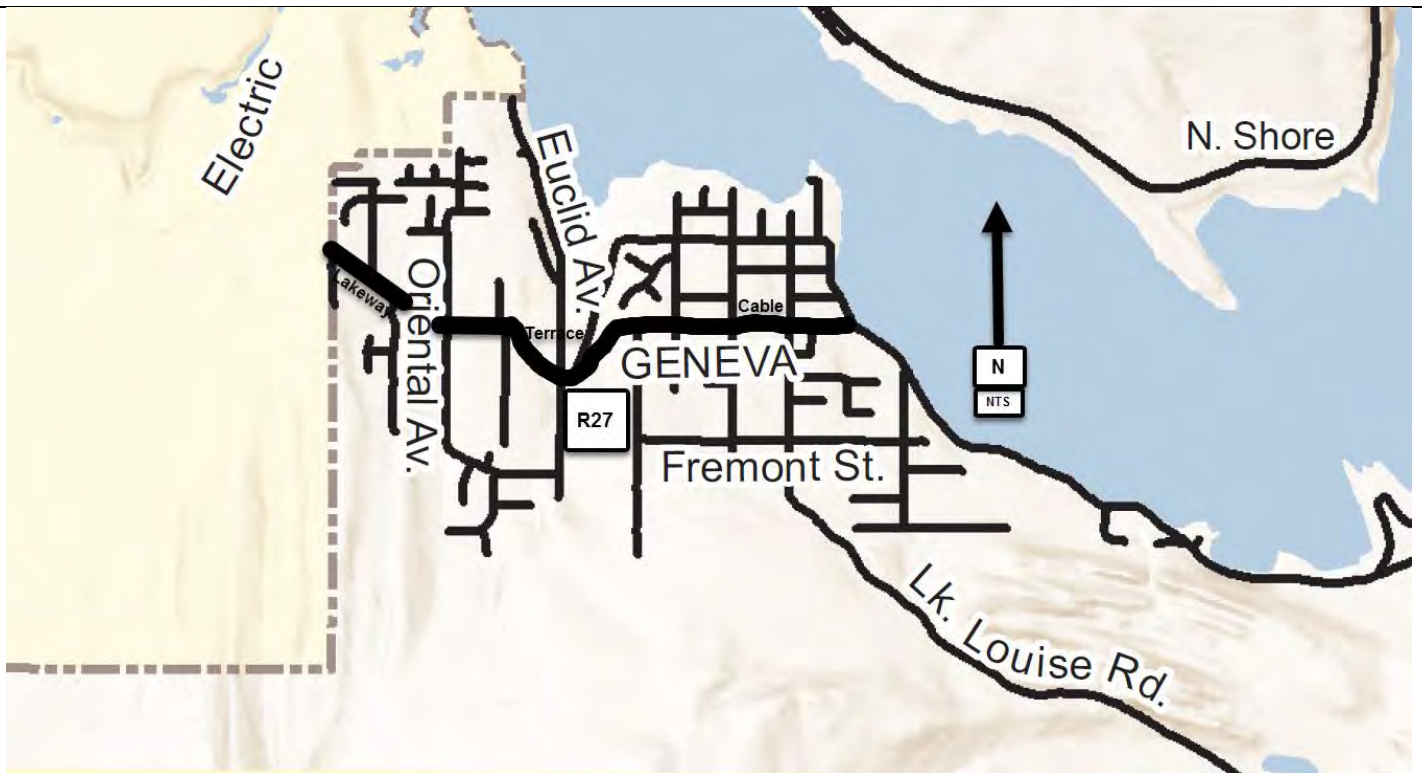
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$625,000

Environmental Permitting SEPA,

Right-of-Way Acquisition (Estimate) \$0

County Forces (Estimate) TBD



Lakeway Drive Corridor Improvements Preliminary Engineering Study CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Section 34, T38N, R3E. This project proposes to rechannelize 1.4 miles of Lakeway Drive to coordinate with the proposed rechannelization of Lakeway Drive within the city limits. This project is listed **#R28** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Close coordination with the City of Bellingham on their channelization plans and associated construction activities will drive the preliminary engineering efforts in the County.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

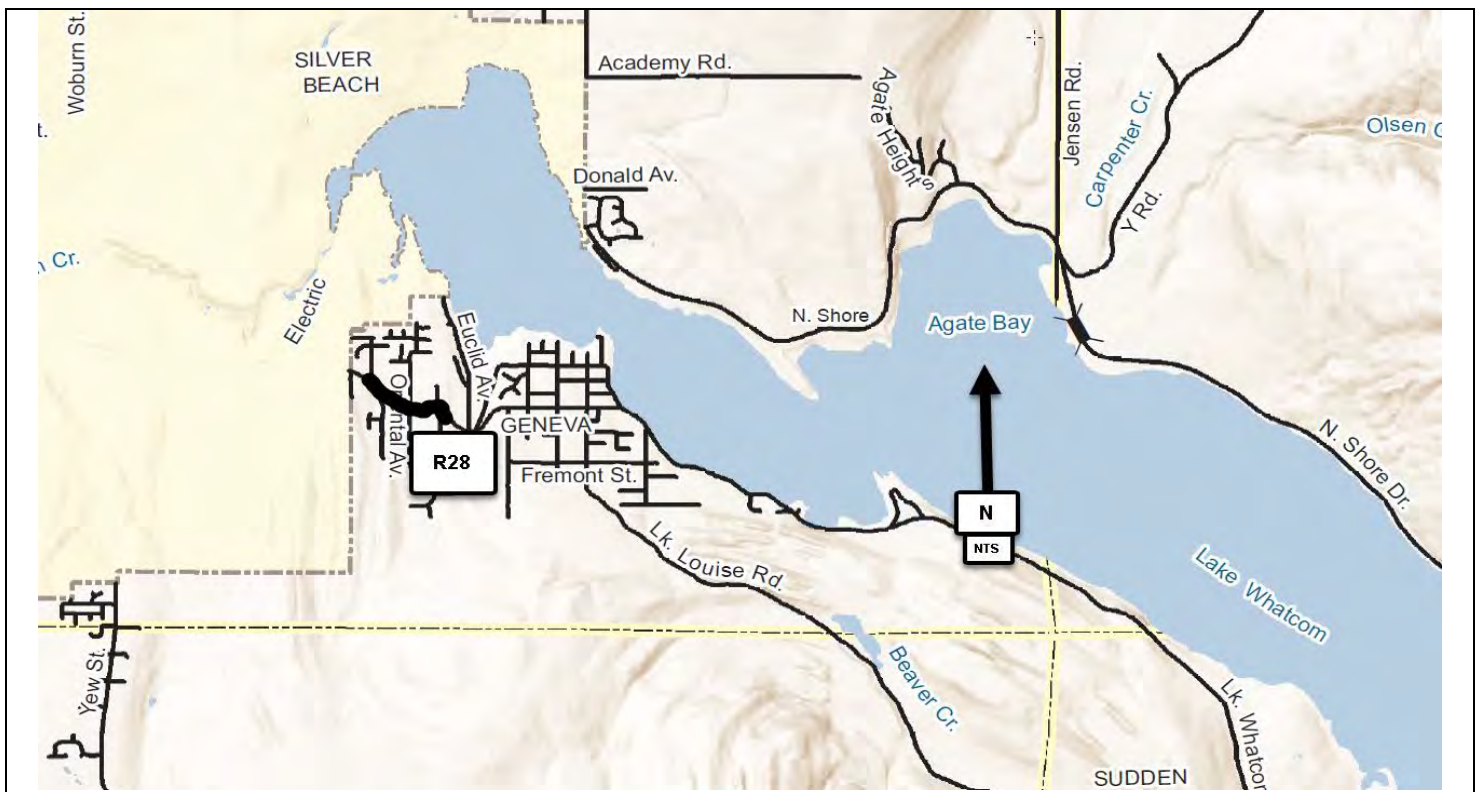
Funding Sources:

Federal	\$0
State	\$0
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) N/A



Lincoln Road II Harborview Road to SR 548(Blaine Road) Reconstruction and New Alignment CRP # 908011

Construction Funding Year(s): TBD

Project Narrative:

This Lincoln Road project, from Harborview Road to SR 548 (Blaine Rd), is located in Sections 18 and 19 of T40N, R1E. The work involves improvements to a 1 mile section that includes road reconstruction, new roadway alignment, safety upgrades, and storm water quality and quantity treatment. This project is listed **#R29** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Design, permitting, R/W and construction time frames would be contingent on availability of addition grant monies, coordination with WSDOT on improvements to Blaine Road, and wetland mitigations issues. Major intersection revisions at Harborview and Blaine Roads will need serious consideration when this project moves forward.

Total Estimated Project Cost: \$ TBD

Expenditures to Date: \$0

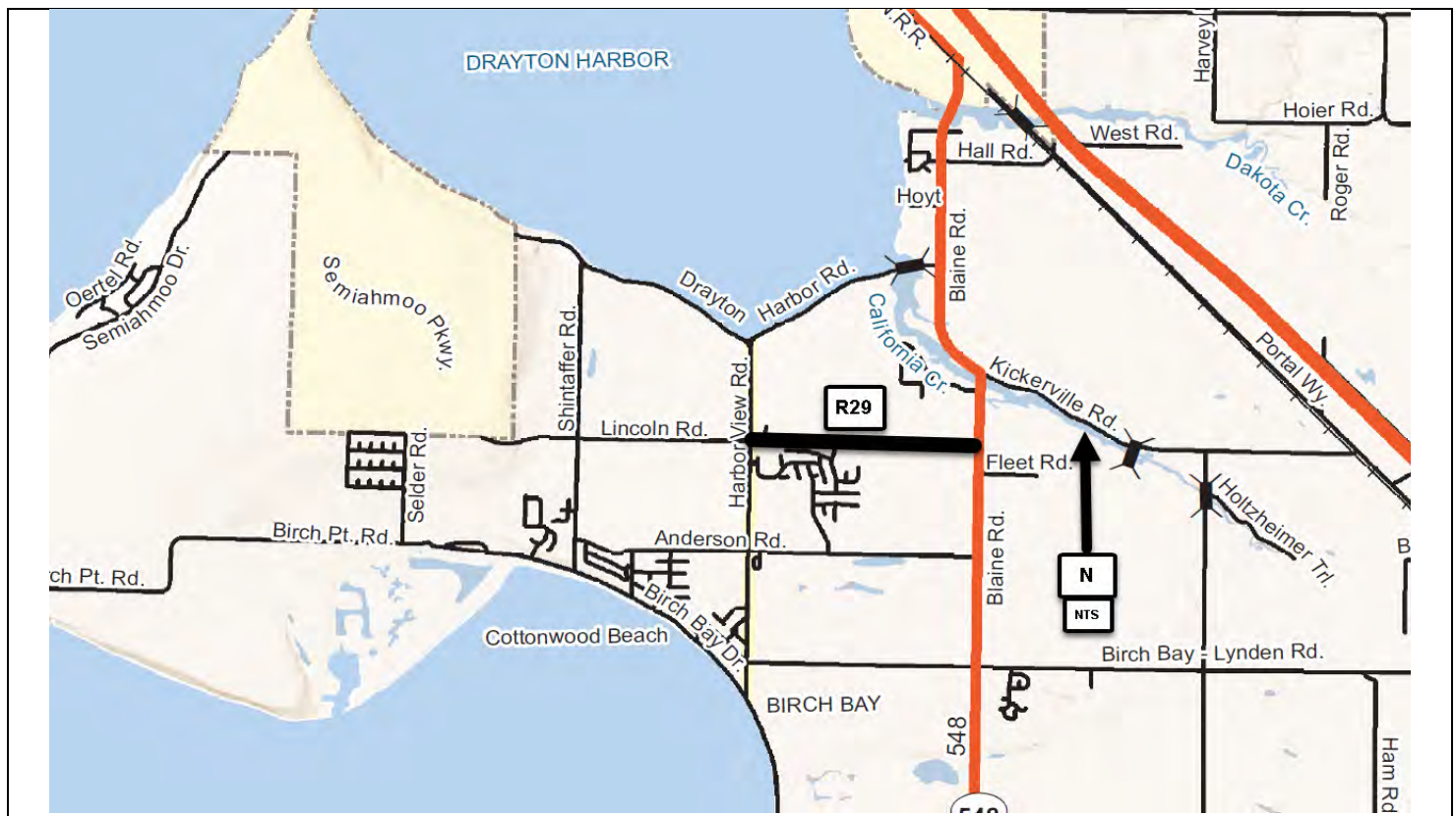
Funding Sources:

Federal	\$0
State	\$0
Local	\$5,000

Environmental Permitting ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) N/A



**Slater Road, Lake Terrell Road to Haxton Way
Pavement Rehabilitation
CRP #Not Assigned**

Construction Funding Year(s): 2026

Project Narrative:

This project is listed **#R30** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Total Estimated Project Cost: \$1,125,000

Expenditures to Date: \$ 0

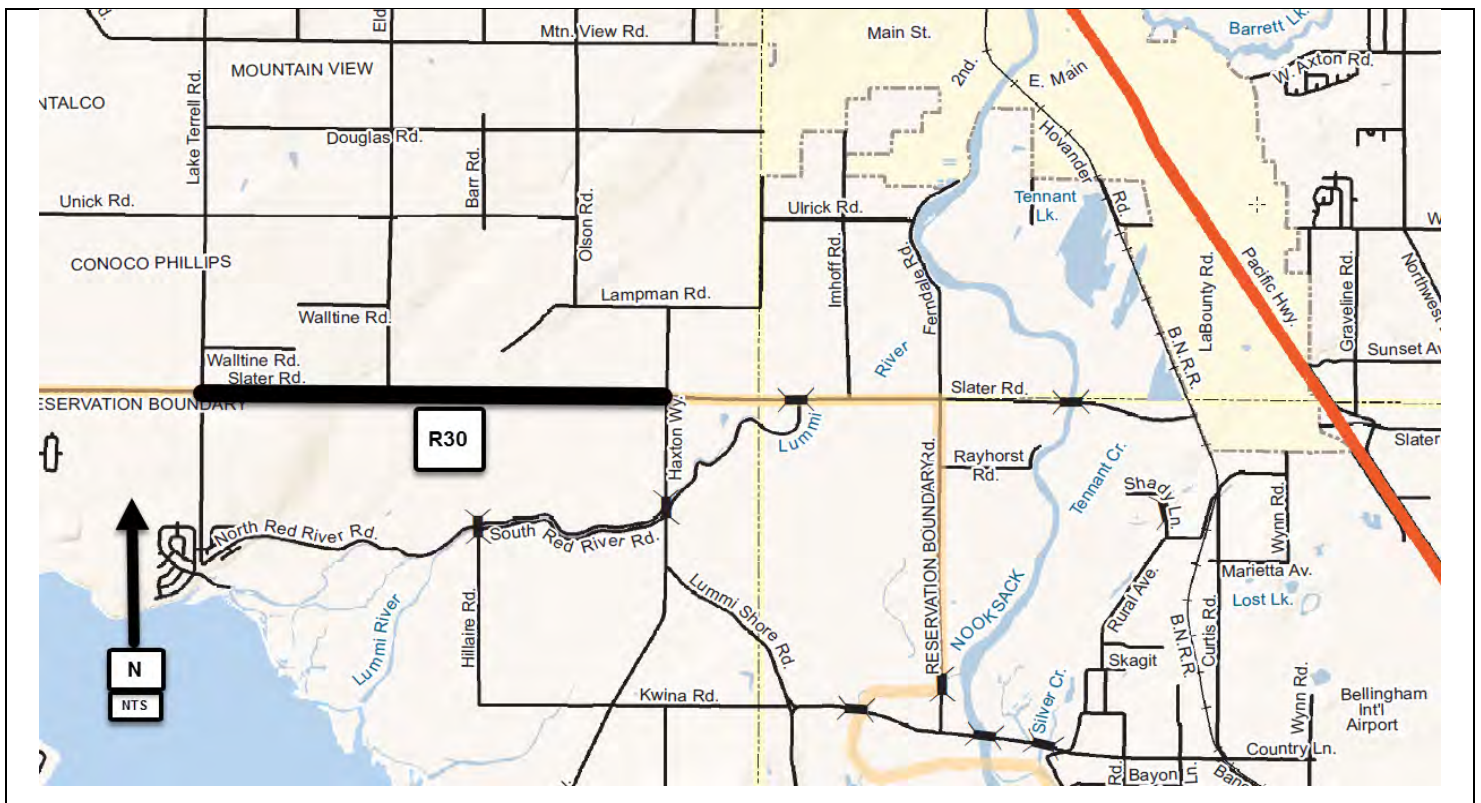
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$1,125,000

Environmental Permitting

Right-of-Way Acquisition (Estimate)

County Forces (Estimate)



**Small Area Paving
Bridge Approach, Pavement Rehabilitation, Minor Widening
CRP #Not Assigned**

Construction Funding Year(s): 2022

Project Narrative:

This work will address multiple locations throughout Whatcom County that are in need of corrections to settling bridge approaches, minor widening for safety issues, and pavement rehabilitation. This project is listed **#R31** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Working with the Maintenance & Operations Division to scope out potential projects.

Total Estimated Project Cost: \$250,000 Expenditures to Date: \$ 0	Funding Sources:	
	Federal	\$ 0
	State	\$ 0
	Local	\$250,000

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	

Due to the nature of this item, no map exists. Final locations of the Small Area Paving sites will be determined in late 2021 / early 2022.

**Birch Bay Lynden Road, Rathbone Road to Berthusen Road
Pavement Rehabilitation
CRP #Not Assigned**

Construction Funding Year(s): 2025

Project Narrative:

This project is listed #R32 on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Total Estimated Project Cost: \$450,000

Expenditures to Date: \$ 0

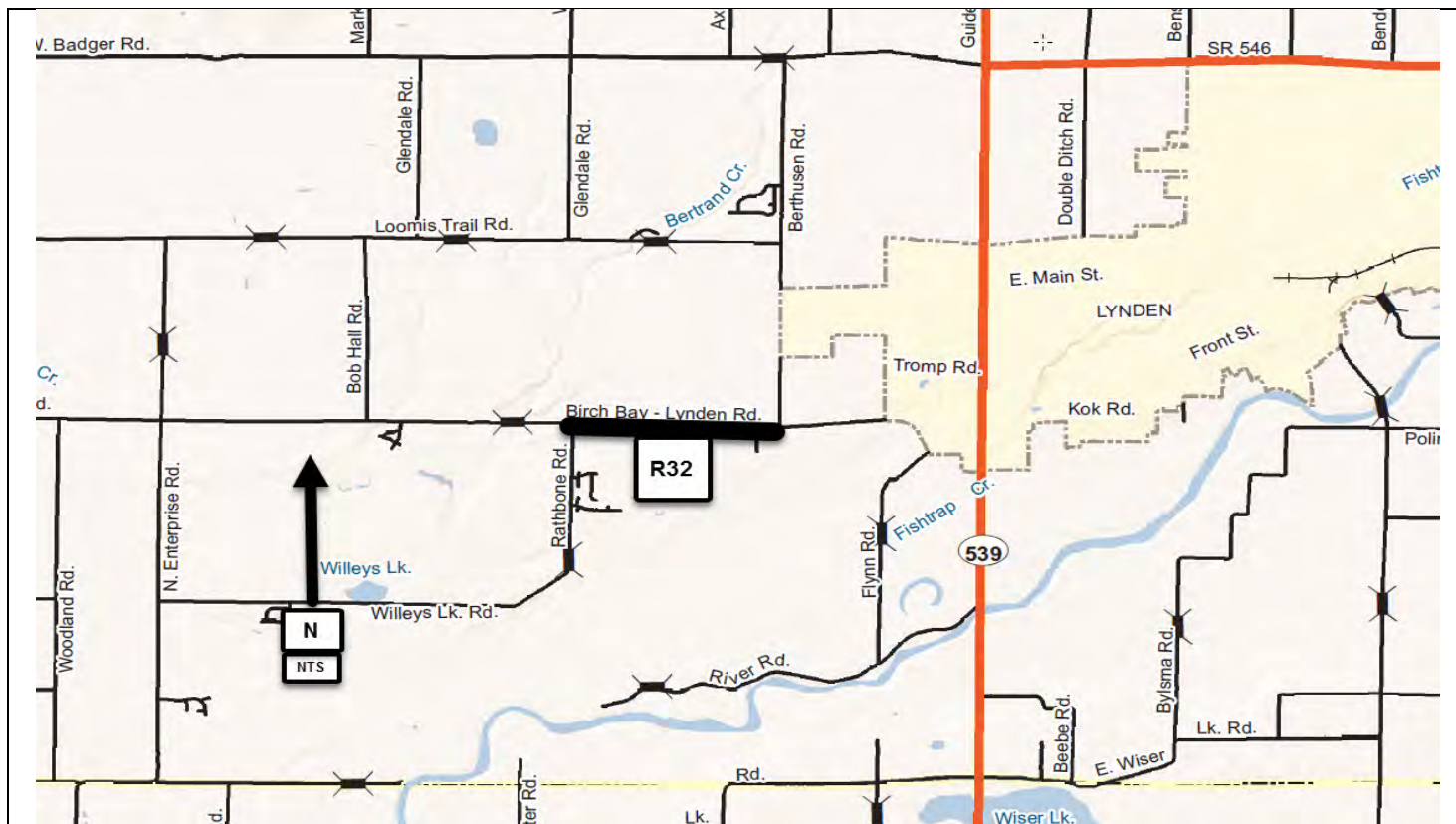
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$450,000

Environmental Permitting

Right-of-Way Acquisition (Estimate)

County Forces (Estimate)



North Shore Road Bellingham City Limits to Y Road CRP # 902007

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Sections 25 and 26, T38N, R3E. The work will involve improvements to a 2.87 mile section of the North Shore Road from the Bellingham City Limits to 'Y' Road, including: various improvements to address horizontal and vertical alignment deficiencies; spot safety upgrades, and stormwater quality treatment. This project is listed **#R33** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and construction time frames will be contingent on resolution of funding needs, along with permitting and R/W issues associated with the final selected sites.

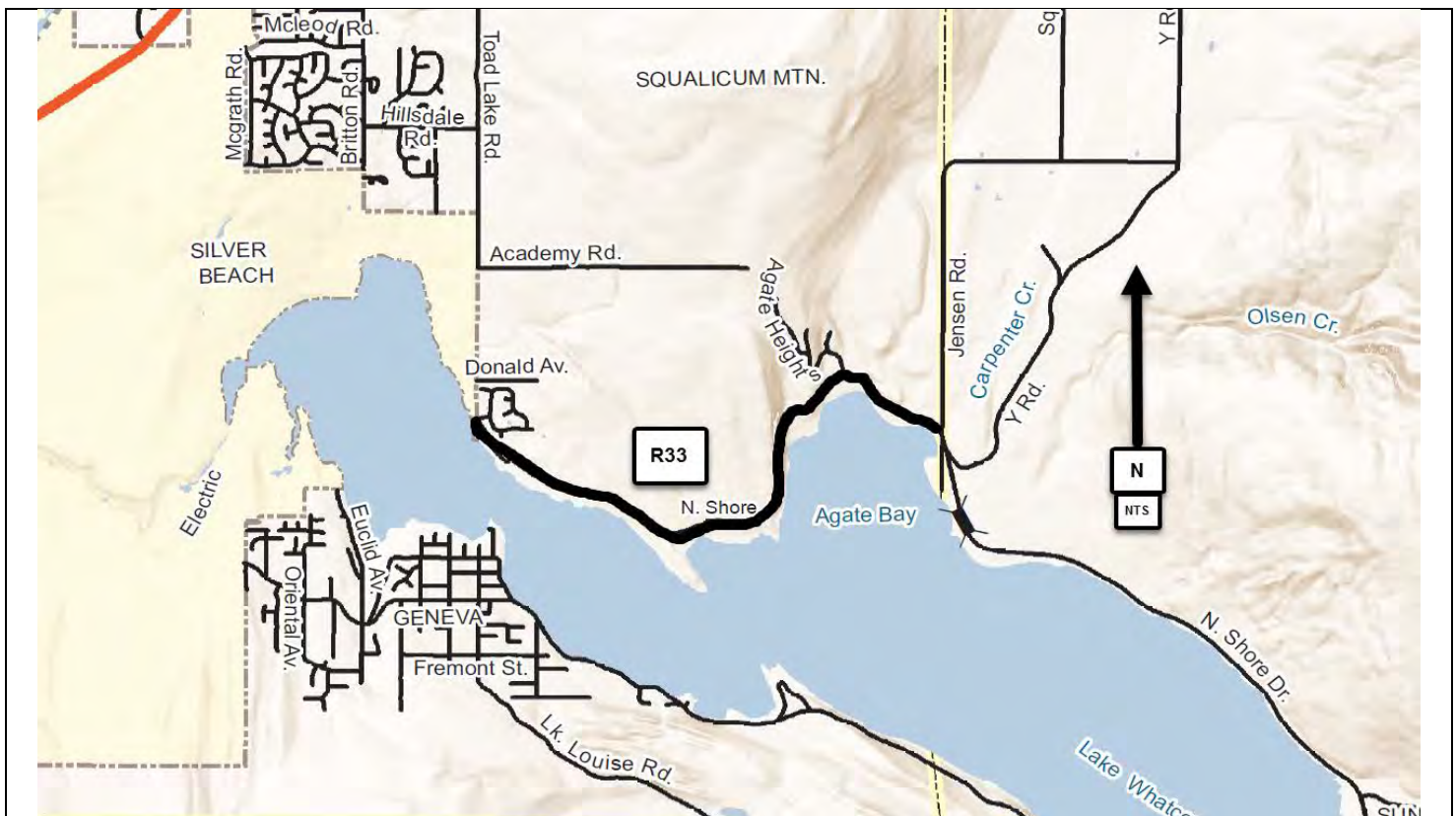
Total Estimated Project Cost: TBD

Expenditures to Date: \$ 0

Funding Sources:

Federal	\$0
State	\$0
Local	\$10,000 (Grant funding will be sought)

Environmental Permitting	SEPA, CLR/CAO, Shorelines
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



**South Pass Road
Flood Damage Repair
CRP #Not Assigned**

Construction Funding Year(s): 2022

Project Narrative:

This project is listed **#R34** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Total Estimated Project Cost: \$440,000

Expenditures to Date: \$ 0

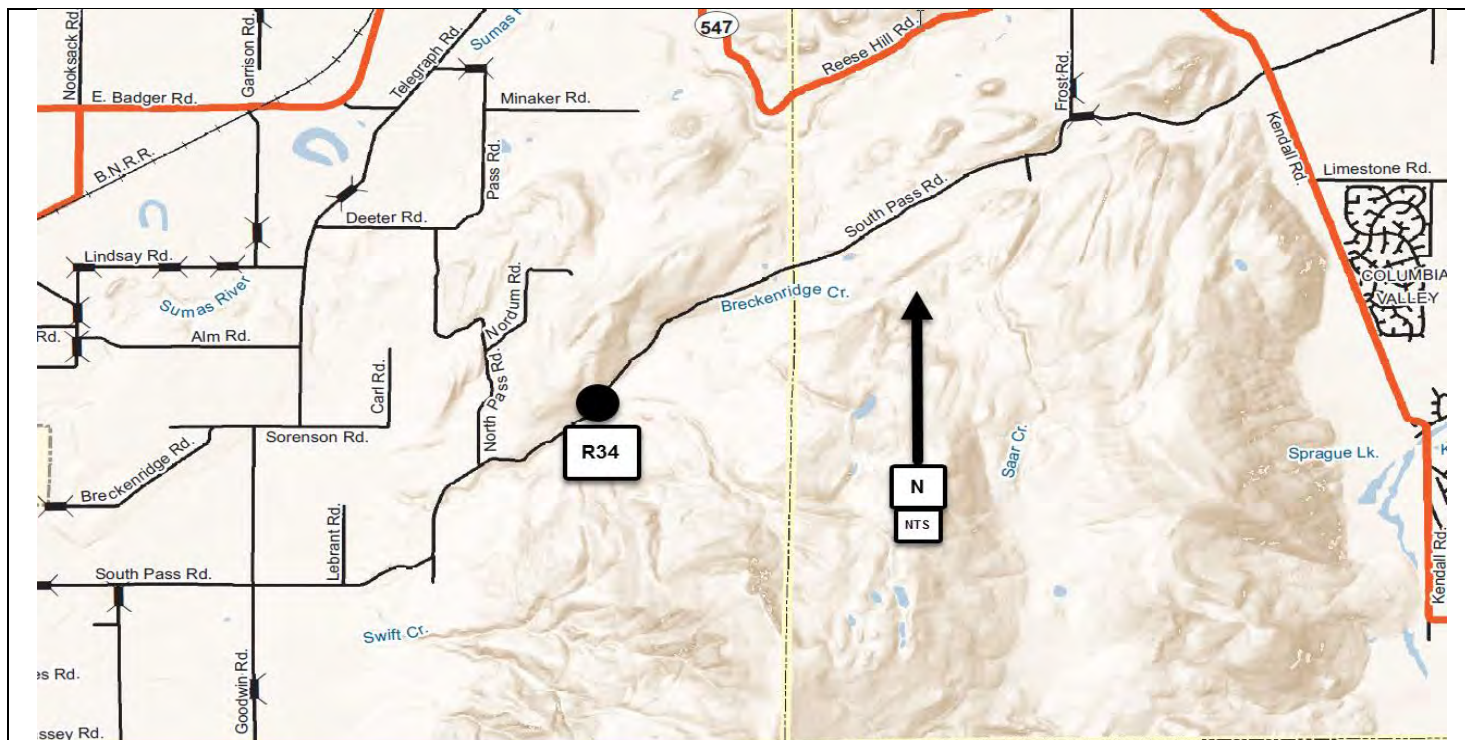
Funding Sources:

Federal	\$380,000
State	\$ 0
Local	\$60,000

Environmental Permitting

Right-of-Way Acquisition (Estimate)

County Forces (Estimate)



Everson Goshen Road & E. Smith Road Intersection Improvements CRP #Not Assigned

Construction Funding Year(s): 2023

Project Narrative:

The intersection of Everson Goshen Road & East Smith is located in Sections 25, 26, 35 and 36 of T39N, R3E. The project work entails intersection improvements to improve traffic flow and safety. This project is listed **#R35** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Project scoping and preliminary analysis will begin in 2021.

Total Estimated Project Cost: \$
Expenditures to Date: \$ 0

Funding Sources:

Federal	\$
State	\$ 0
Local	\$10,000

Environmental Permitting

Right-of-Way Acquisition (Estimate)

County Forces (Estimate)



Marine Drive / Little Squalicum Creek - Bridge No. 1 Rehabilitation CRP #910017

Construction Funding Year(s): TBD

Project Narrative:

This project is located near the Bellingham city limits in Section 8, T38N, R2E. This is a rehabilitation project to replace the bridge deck, strengthen the girders and cross beams and remove the structurally deficient designation on the bridge. The project is listed **#B1** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting work to begin in 2023.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

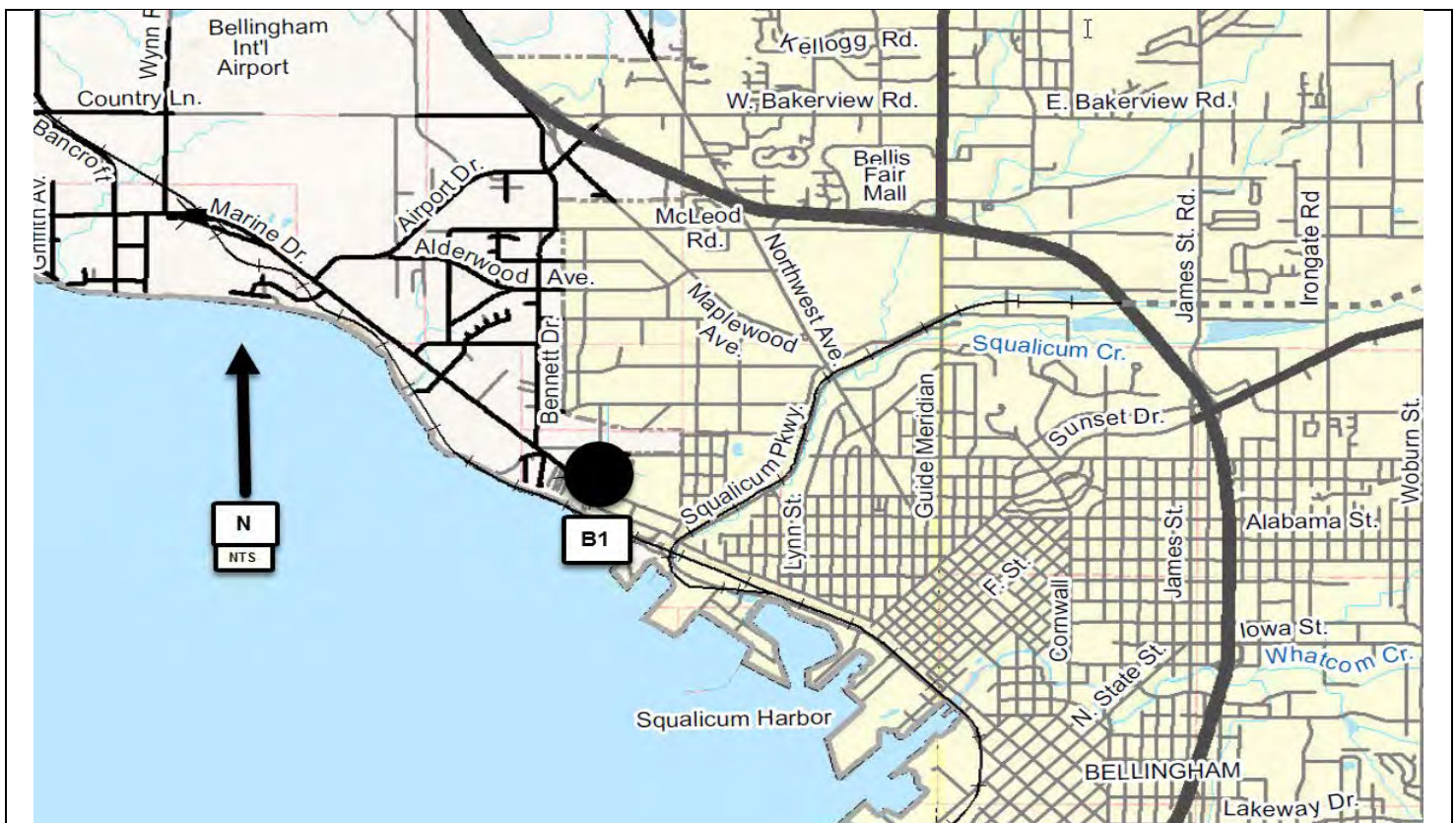
Funding Sources:

Federal	\$0
State	\$0
Local	\$20,000

Environmental Permitting	HPA, NEPA
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Right-of-Way Acquisition (Estimate)	TBD
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County Forces (Estimate)	TBD
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Jackson Road / Terrell Creek - Bridge No. 81 Replacement CRP # 917004

Construction Funding Year(s): TBD

Project Narrative:

This project is located near Birch Bay in Section 31, T40N, R1W. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed **#B2** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Preliminary design work, including a type, size, and location study began in 2020. Outside funding will be pursued for the construction phase of this project.

Total Estimated Project Cost: \$ TBD

Expenditures to Date: \$ 100,000

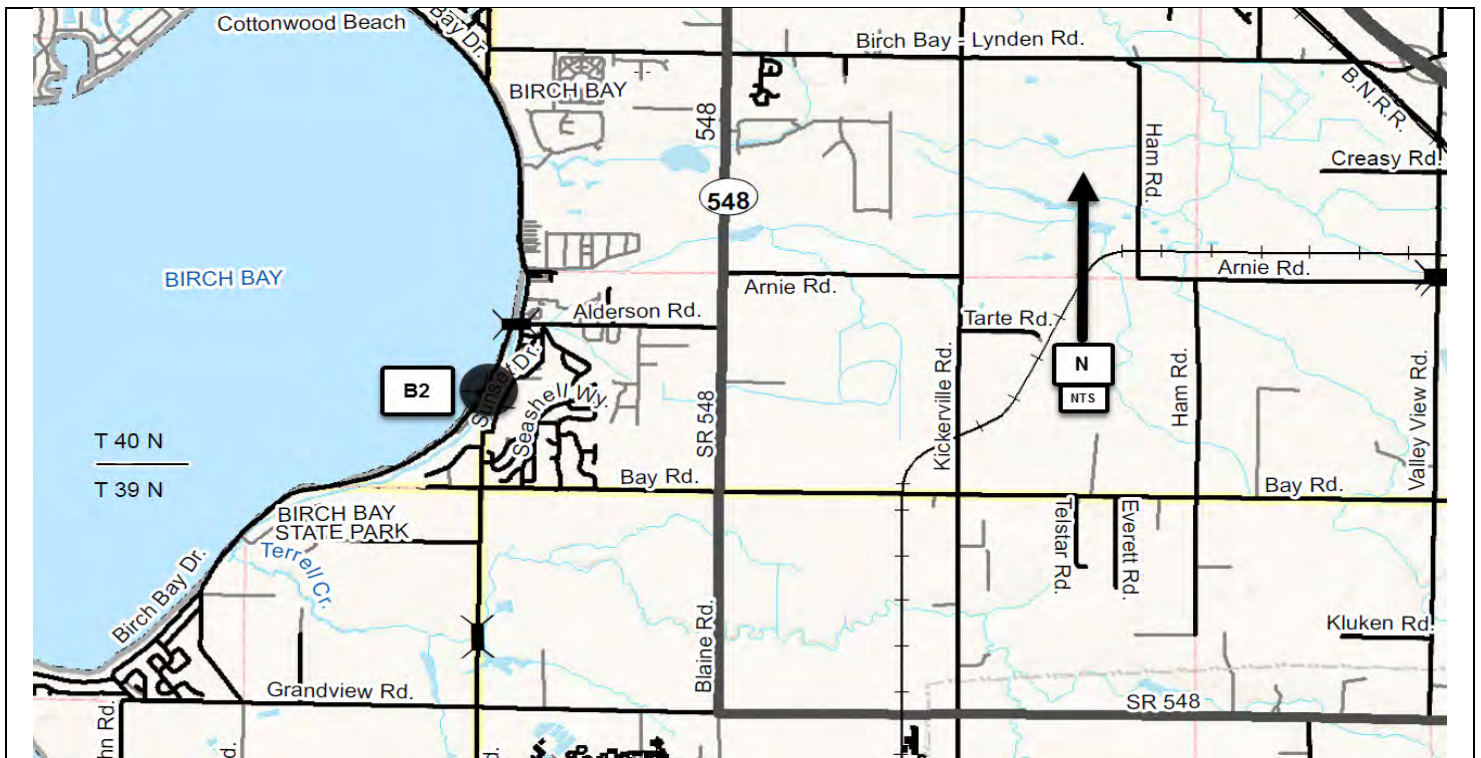
Funding Sources:

Federal	\$
State	\$
Local	\$450,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Mosquito Lake Road / Porter Creek - Bridge No. 141 Replacement CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:

This project is located south of Welcome in Section 11, T38N, R5E. This project will replace the existing 31-foot bridge in order to mitigate ongoing scour and debris issues. This project also affords an opportunity to address geometric issues that arose from the emergency realignment of Mosquito Lake Road in 2004. This project is listed #B3 on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2025.

Total Estimated Project Cost: TBD

Expenditures to Date: \$ 0

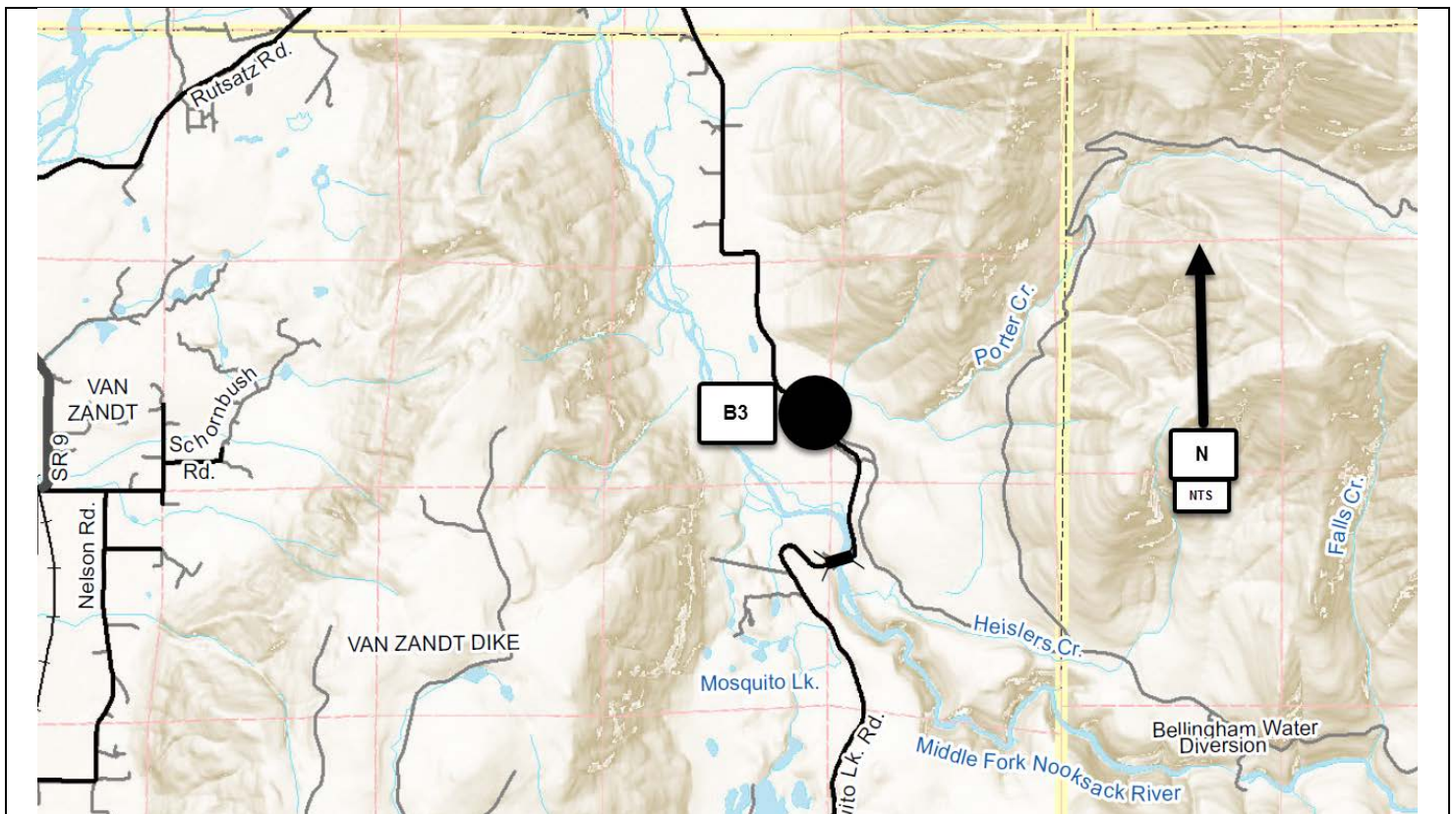
Funding Sources:

Federal	\$0
State	\$0
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



N. Lake Samish Road Bridge No. 107 Replacement CRP # 913006 (Project Based Budget 378100)

Construction Funding Year(s): 2023

Project Narrative:

This project is located on Lake Samish in Section 27, T37N, R3E. This project will replace the existing 250-foot timber bridge which is structurally deficient. This project is listed **#B4** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

The type, size, and location study for the replacement bridge was completed in 2017. Design, permitting, and real estate work is underway and it is anticipated that the design will be at the 90% stage by the end of 2019. Approximately \$9.5 million in Federal Bridge Replacement funds were secured in late 2019 for the construction phase of the project. Construction is scheduled for 2023 pending completion of real estate and environmental work.

Total Estimated Project Cost: \$10,750,000

Expenditures to Date: \$1,050,000

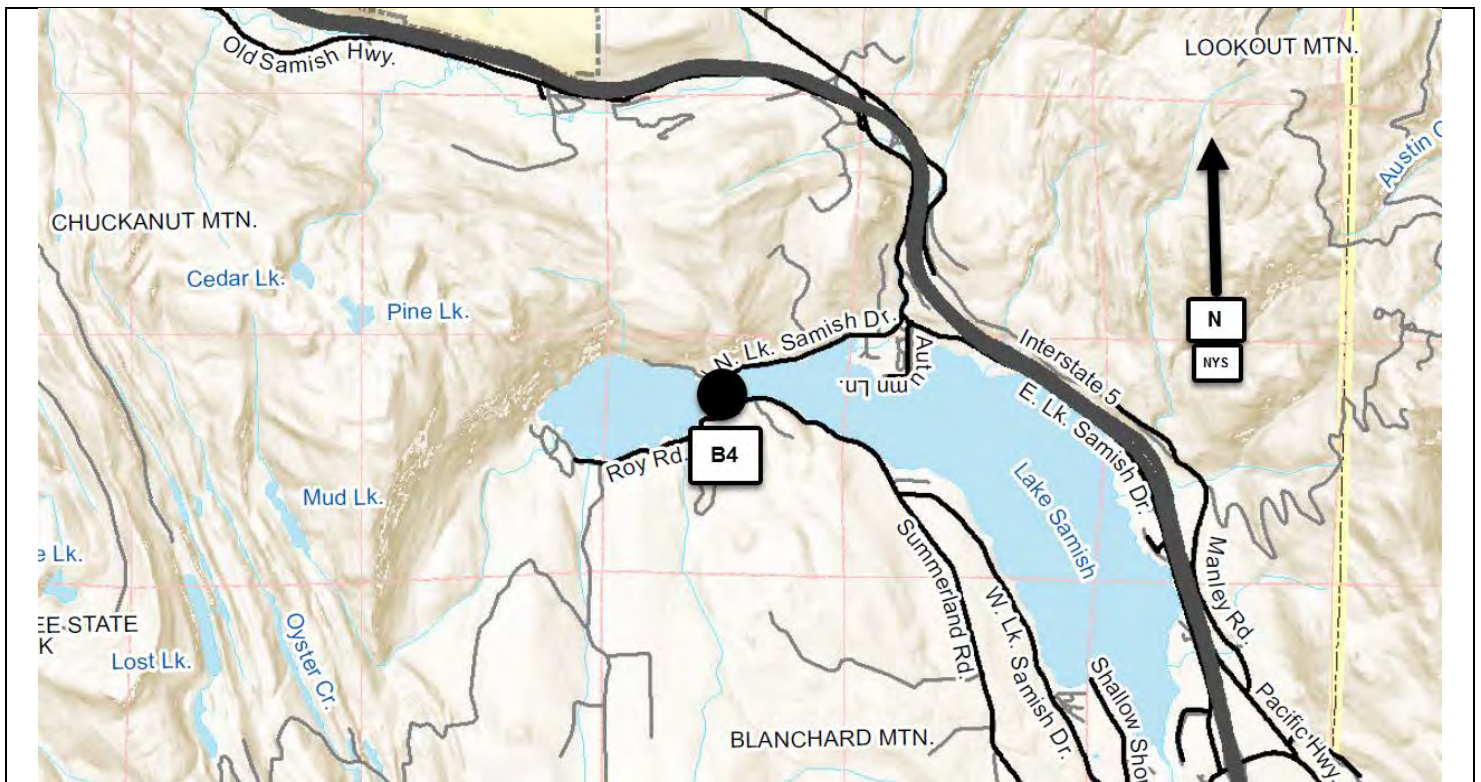
Funding Sources:

Federal	\$9,500,000 (BR funds)
State	\$0
Local	\$1,250,000

Environmental Permitting TBD

Right-of-Way Acquisition TBD

County Forces TBD



Goshen Road/Anderson Creek Bridge No. 248 Replacement CRP # 920003

Construction Funding Year(s): TBD

Project Narrative:

This project is located south of Everson/Goshen in Section 19, T39N, R4E. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed **#B5** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status: Preliminary design, permitting and real estate work began in 2020. Approximately \$4 million in Federal Bridge Replacement funds were secured in late 2019 for the preliminary engineering and construction phases of this project.

Total Estimated Project Cost: \$ 4,200,000

Expenditures to Date: \$ 150,000

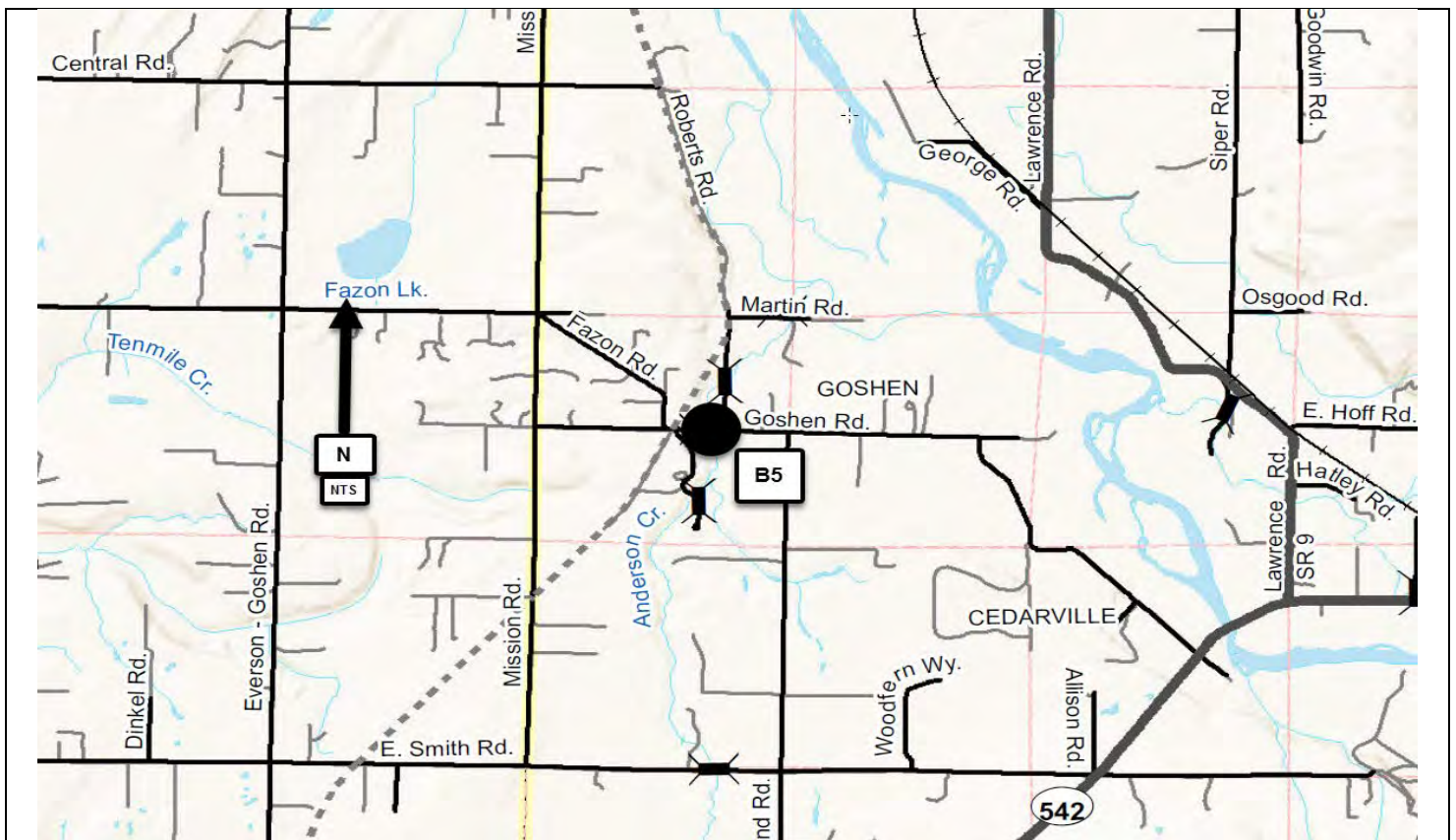
Funding Sources:

Federal	\$4,000,000
State	\$0
Local	\$200,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Martin Road/Anderson Creek Bridge No. 250
Replacement
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative: Project:

This project is located on Martin Road in Section 18 & 19, T39N, R4E. This is a project to replace the existing 31-foot structurally deficient bridge. This project is listed **#B6** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2024.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

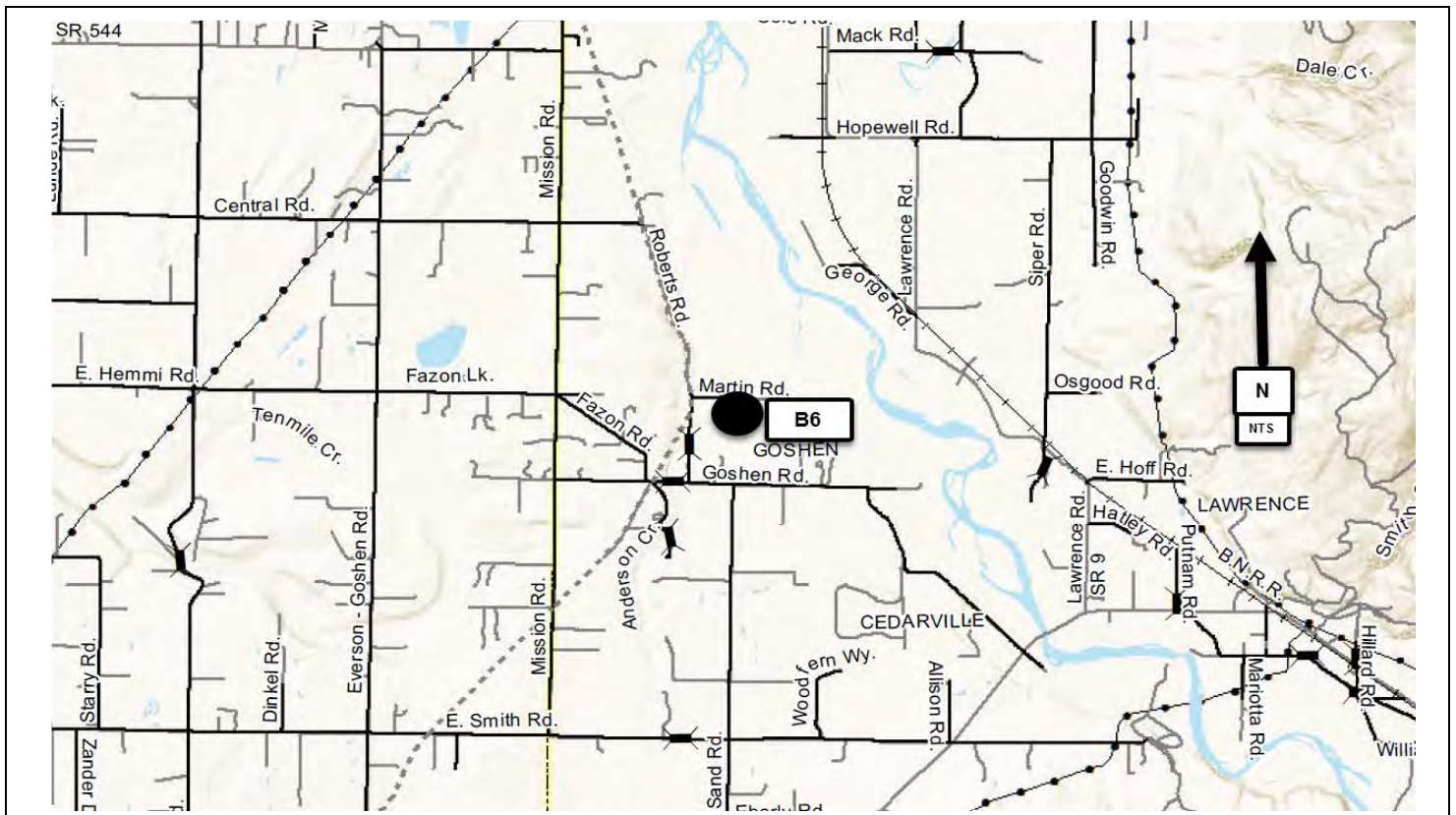
Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Loomis Trail Rd/Bertrand Cr. Trib. Bridge No. 497
Scour Mitigation
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

This project is located on Loomis Trail Road in Section 15 & 22, T40N, R2E. This project is to mitigate scour issues on the existing 21-foot bridge. This project is listed **#B7** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2023.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

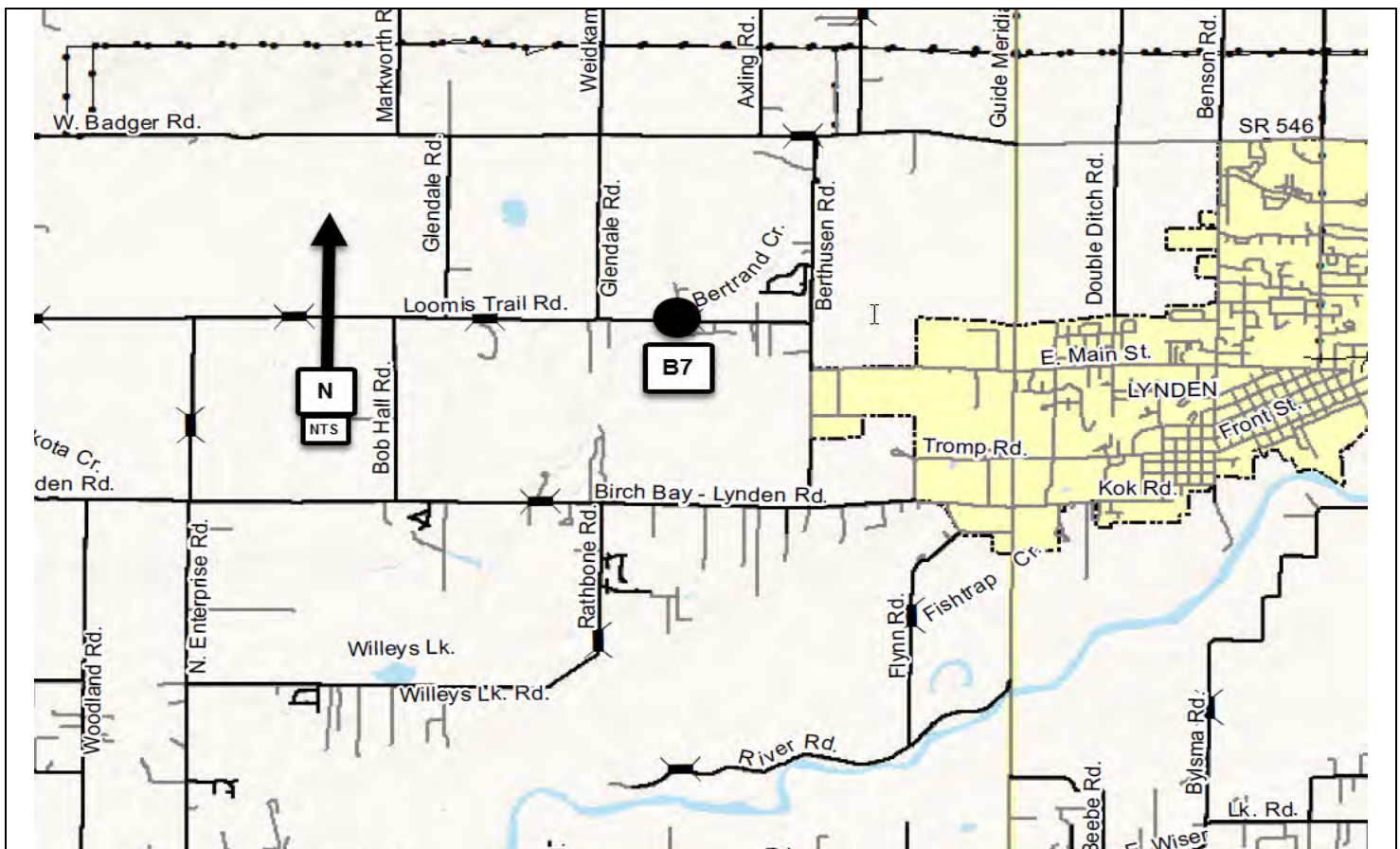
Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Flynn Road/Fishtrap Creek Bridge No. 51
Replacement
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

This project is located on Flynn Road in Section 25, T40N, R2E. This project is to replace the existing 36-foot span all timber structurally deficient bridge. This project is listed **#B8** on the 2020-2025 Six-Year Transportation Improvement Program. Project development will be coordinated with the River & Flood Program as the bridge replacement will need to account for potential modifications to the Fishtrap Creek levees as identified in the lower Nooksack River Comp plan.

Project Status:

Preliminary design and permitting to begin in 2024.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

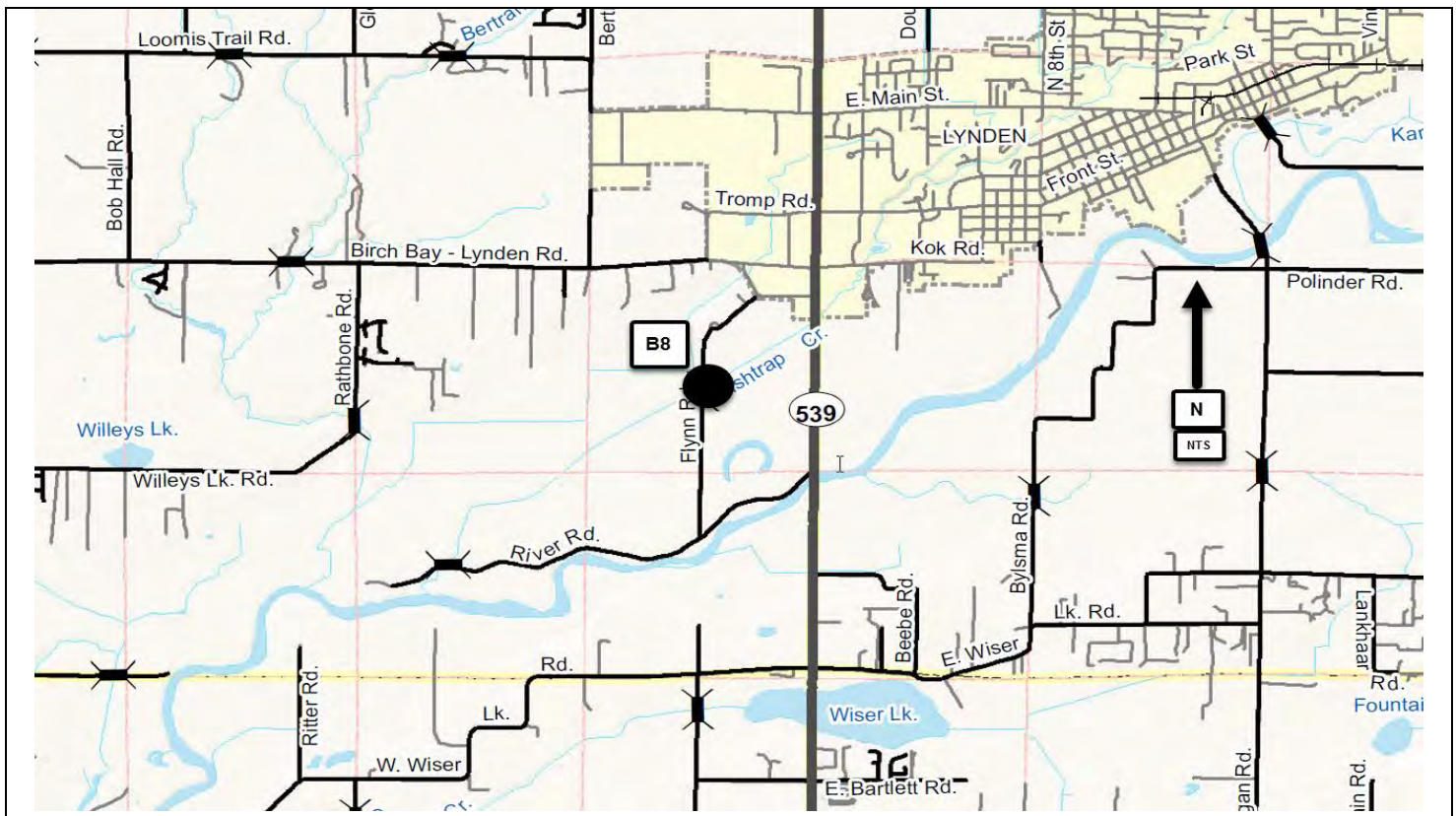
Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Salakanum Way/Anderson Creek Bridge No. 509
Replacement
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

This project is located on Salakanum Way in Section 19, T39N, R4E. This project is to replace the existing 31-foot structurally deficient bridge. This project is listed **#B9** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2024.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

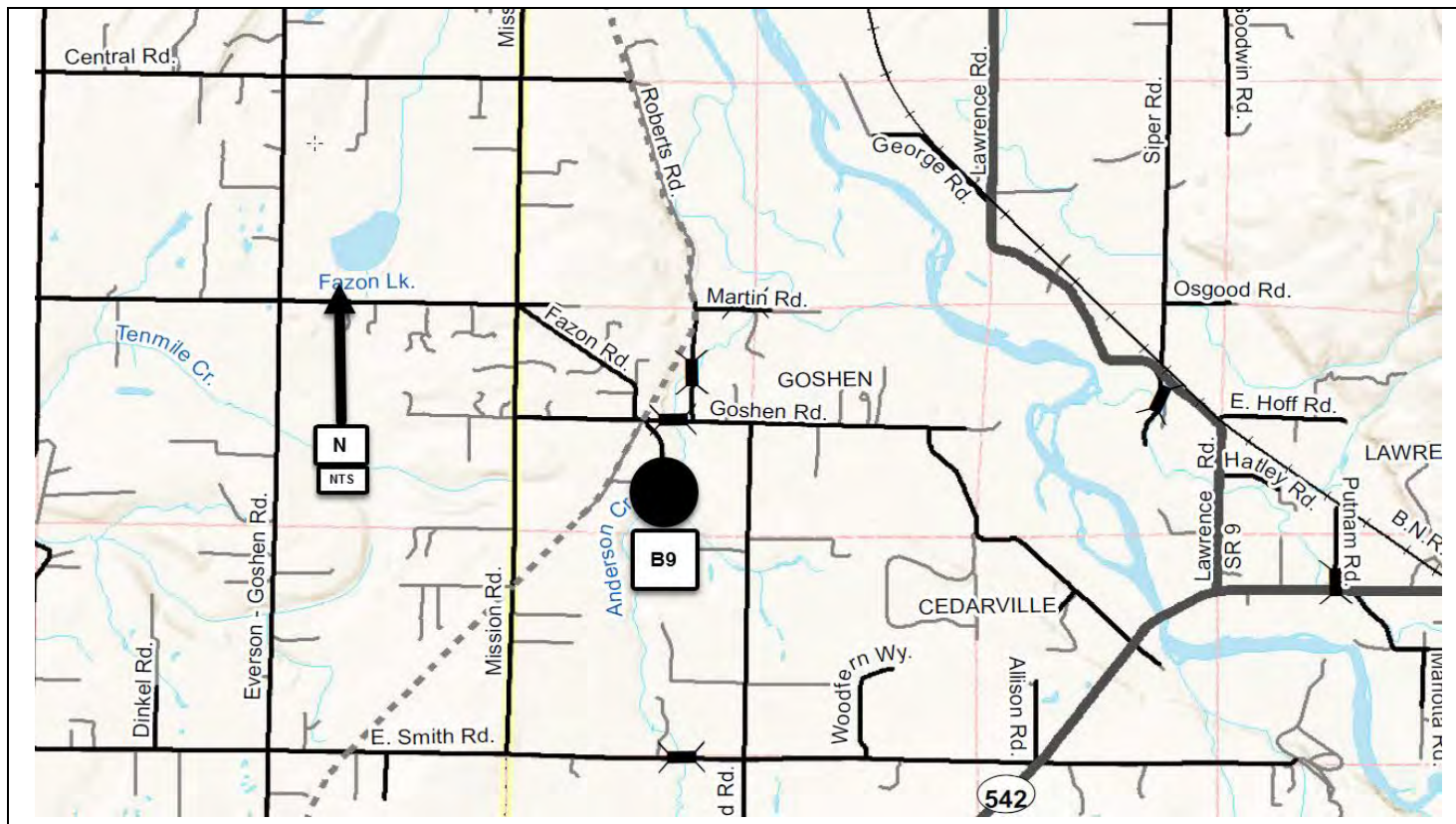
Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Mosquito Lake Rd/Hutchinson Creek Tributary Fish Passage CRP # 919006

Construction Funding Year(s): 2021

Project Narrative: The existing 30-inch diameter concrete culvert at this location was damaged in early 2018 and a temporary fix completed in late 2018. This culvert has been identified as a barrier to fish passage. Permits for the temporary repair project requires that the existing culvert is replaced with a structure that meets current fish passage requirements. This project is listed **#B10** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Design, permitting and real estate work underway. Construction of this project planned for 2021.

Total Estimated Project Cost: \$625,000

Expenditures to Date: \$65,000

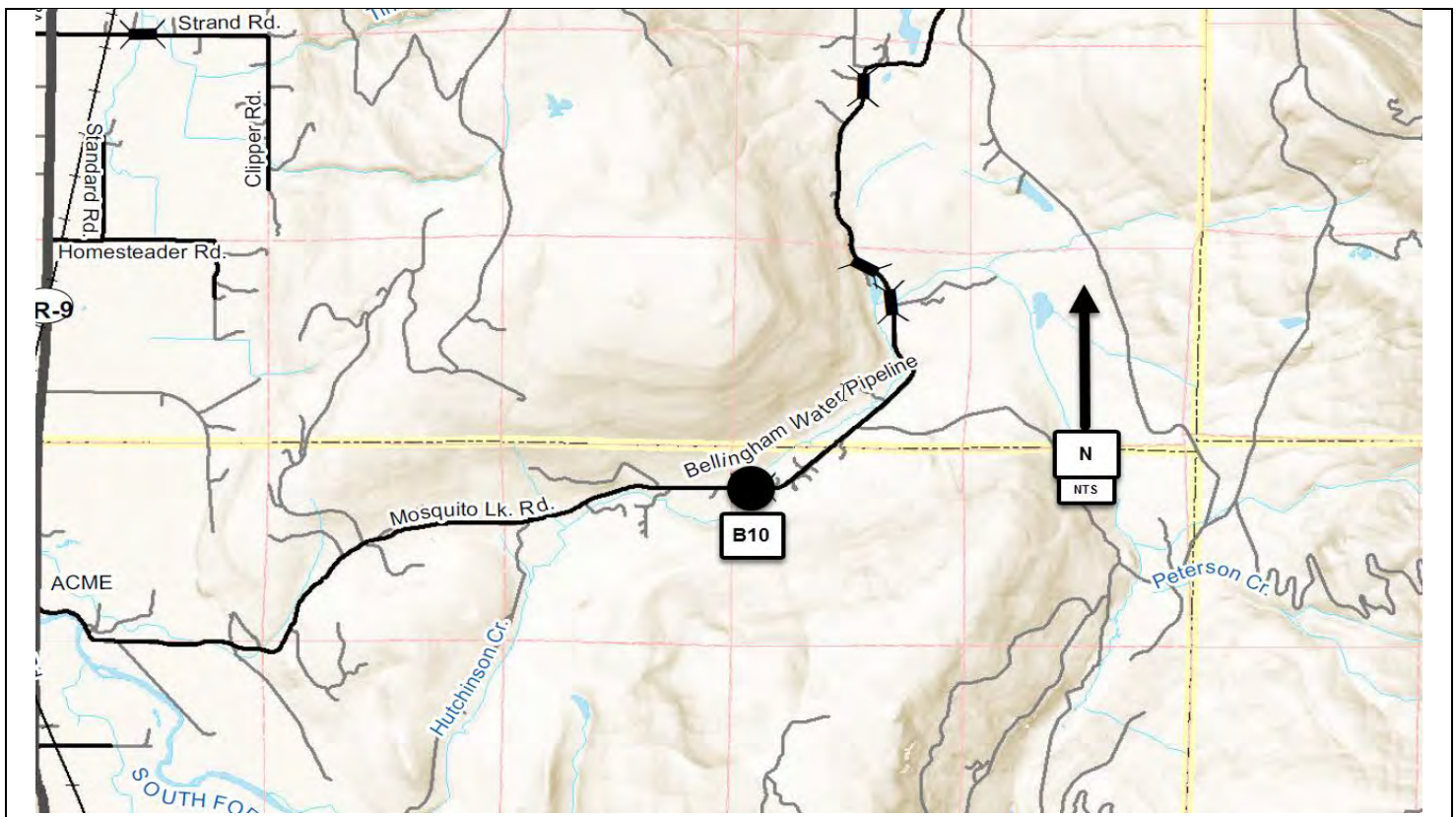
Funding Sources:

Federal	\$0
State	\$0
Local	\$625,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



North Fork Road/Kenny Creek Fish Passage CRP # 919007

Construction Funding Year(s): TBD

Project Narrative: The existing 5-foot diameter corrugated steel culvert which carries Kenny Creek under the North Fork Road has been identified as a barrier to fish passage and, considering habitat to be gained, is considered one of the highest priority barriers within the County road system. Washington State Fish Barrier Removal Board (FBRB) funding has been secured for the design phase of this fish passage project. This project is listed as **#B11** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Project design, permitting and real estate began in 2019. Design work expected to be complete in the spring of 2021. Whatcom County has been awarded \$443,000 of State FBRB funds for the design phase of this project. Additional FBRB funds will be pursued for the construction phase of this project.

Total Estimated Project Cost: TBD
Expenditures to Date: \$ 300,000

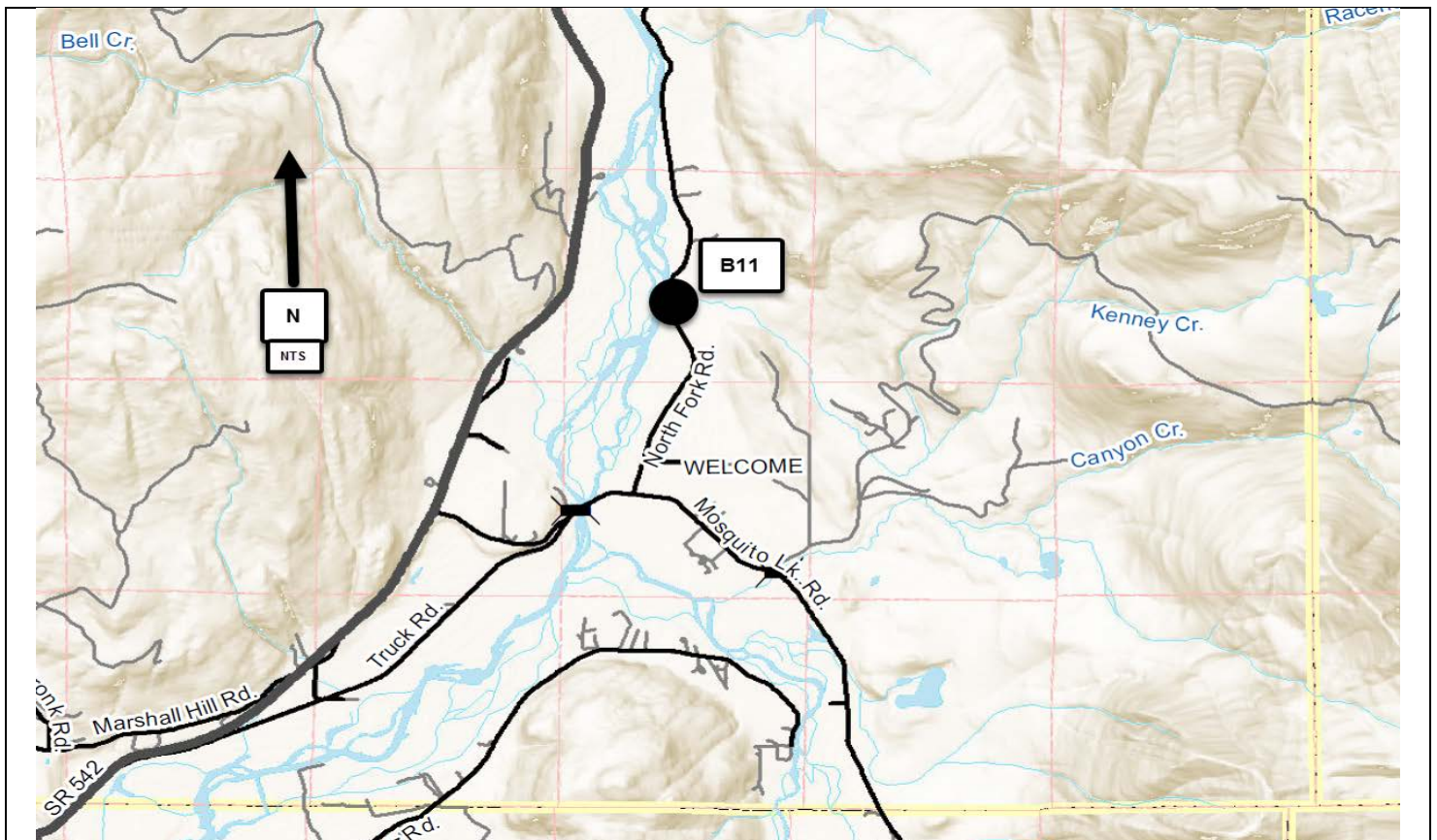
Funding Sources:

Federal	\$0
State	\$ 443,000 (FBRB funds)
Local	\$ 80,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Truck Road Fish Passage Culvert CRP #920004

Construction Funding Year(s): 2021

Project Narrative: This project is located in Sections 33, T39N, R5E. The project. This project is listed **#B12** on the 2021-2026 Six-Year Transportation Improvement Program. Project includes replacing the existing 5' diameter culvert that has been identified as a barrier to fish passage on Truck Road with a culvert that meets current fish passage requirements.

Project Status: Preliminary design and environmental permitting work underway. Construction scheduled for summer of 2021.

Total Estimated Project Cost: \$ 400,000

Expenditures to Date: \$ 70,000

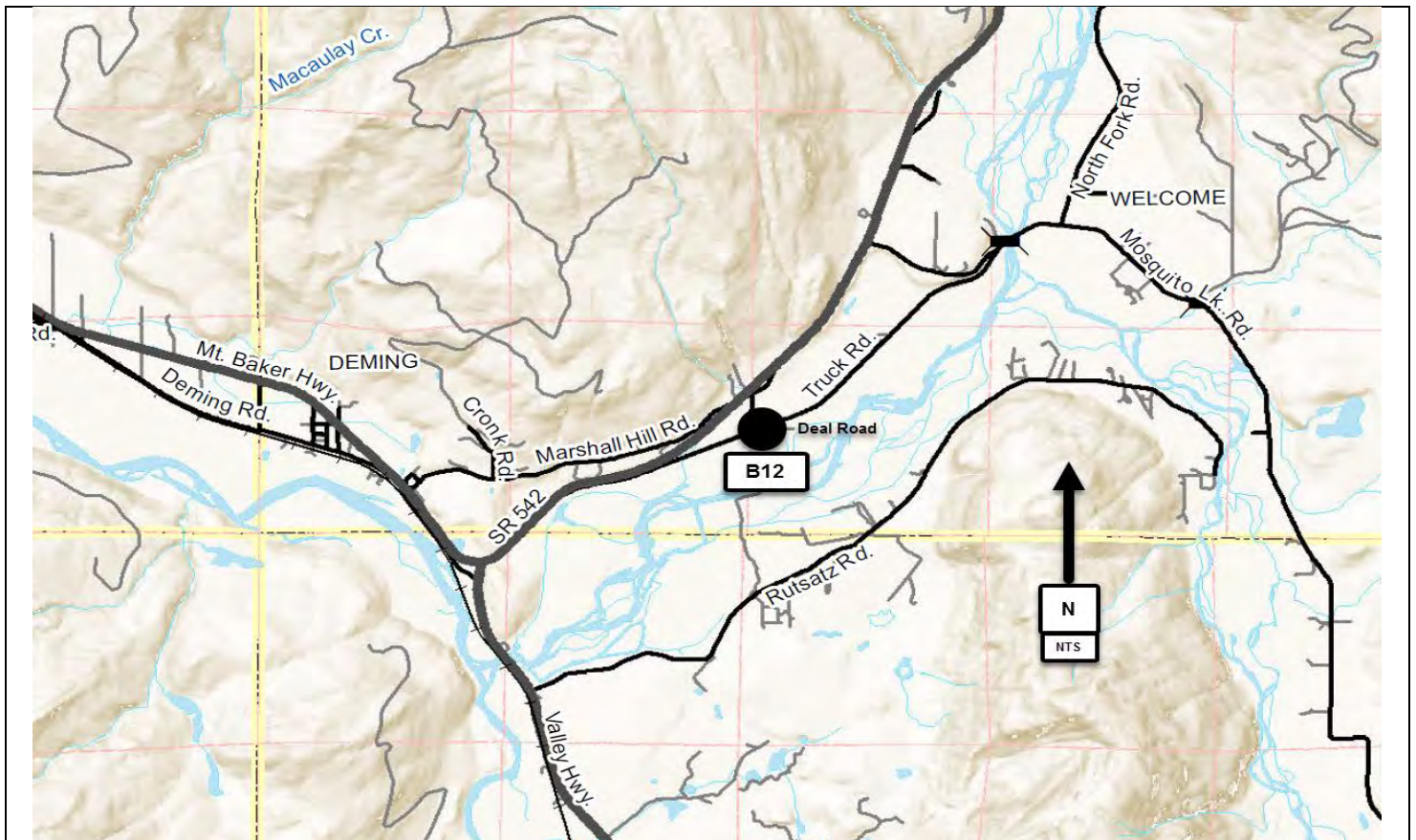
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$400,000

Environmental Permitting	SEPA, CLR/CAO, Shorelines, HPA
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Right-of-Way Acquisition (Estimate)	TBD
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County Forces (Estimate)	TBD
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Deal Road Fish Passage Culverts CRP #Not Assigned

Construction Funding Year(s): TBD

Project Narrative: This project is located in Sections 33, T39N, R5E. The project. This project is listed **#B13** on the 2021-2026 Six-Year Transportation Improvement Program. Project includes replacing two existing culverts that have been identified as barriers to fish passage in the Deal Road area with culverts that meet current fish passage requirements.

Project Status: Preliminary design and permitting to begin in 2021.

Total Estimated Project Cost: \$ 0
Expenditures to Date: \$ 0

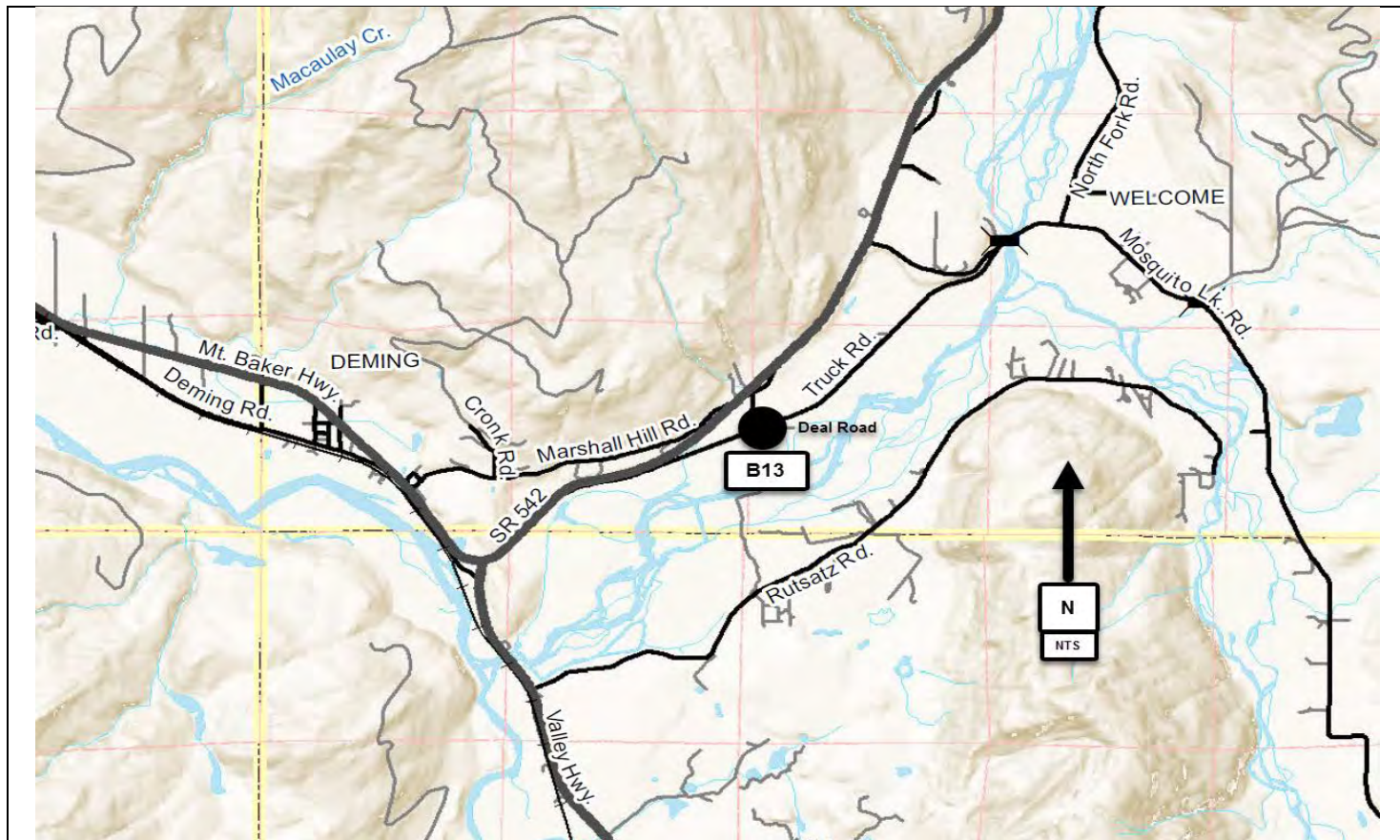
Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$80,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Replacement of Whatcom Chief & Terminal Modification

CRP # 919008

Construction Funding Year(s): TBD

Project Narrative:

This project includes replacement of the Whatcom Chief with a 34 car vessel and modifications of the existing ferry terminals to accommodate the new vessel. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed **#F1** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Design work for the new vessel is underway. This work will coincide with the next cycle of funding by the County Road Administration Board.

Total Estimated Project Cost: TBD

Expenditures to Date: \$450,000

Funding Sources:

Federal	\$0
State	\$0
Local	\$750,000

Environmental Permitting	None Required
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Right-of-Way Acquisition (Estimate)	None Required
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County Forces (Estimate)	N/A
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M/V Whatcom Chief



Gooseberry Point Terminal Preservation Project CRP # 919021

Construction Funding Year(s): 2021

Project Narrative: This project includes removing and replacing the transfer span paint system and application of overcoat paint system to the tower and apron systems. This project is listed #F2 on the 2021-2026 Six Year Transportation Improvement Program.

Project Status: Design and permitting work anticipated to be completed in 2020. Construction scheduled for 2021 to coincide with the dry dock period of the Whatcom Chief.

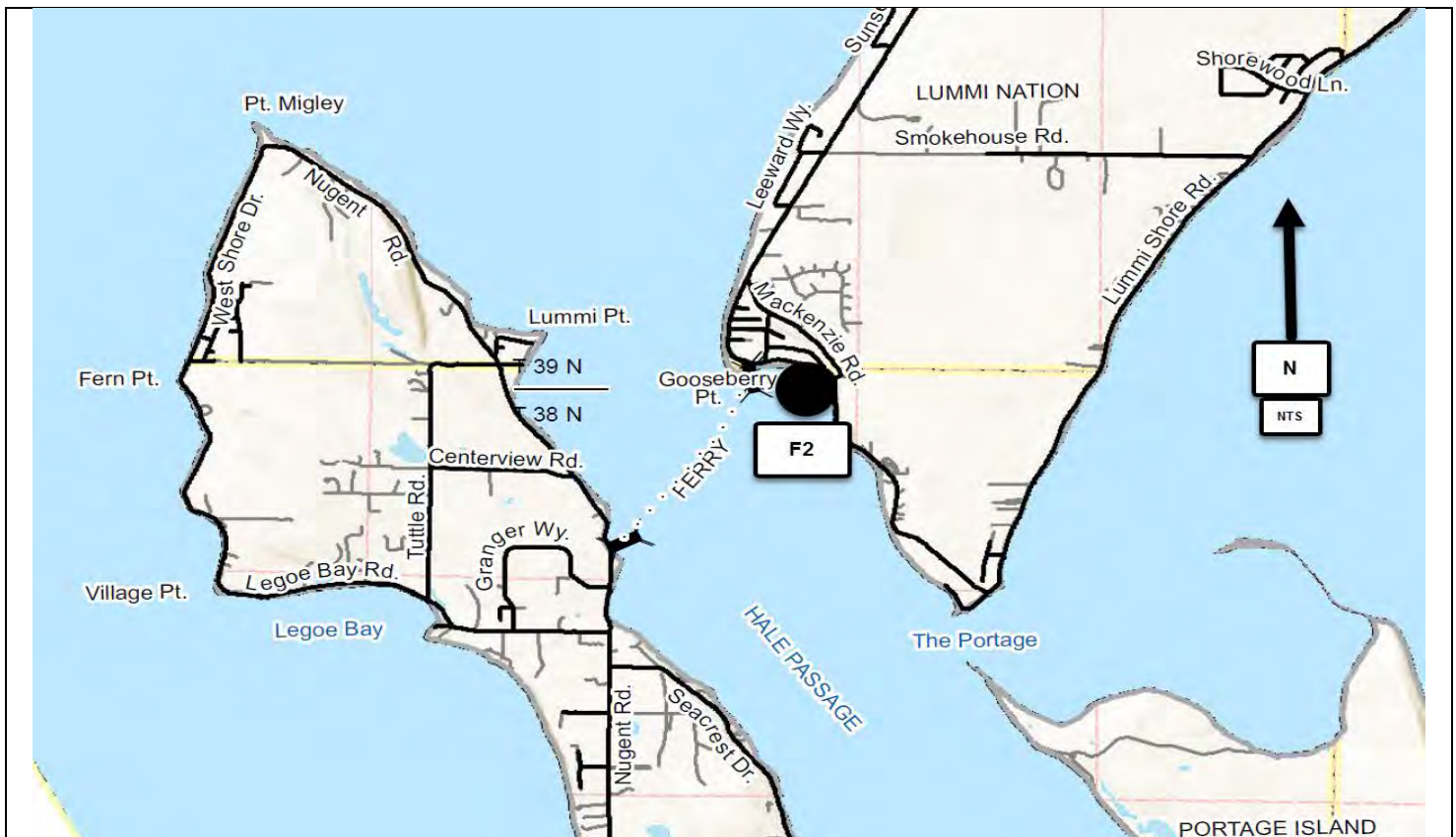
Total Estimated Project Cost: \$850,000

Expenditures to Date: \$ 50,000

Funding Sources:

Federal	\$
State	\$
Local	\$850,000

Environmental Permitting	HPA, SEPA, CORPS 404, COUNTY SHORELINES
Right-of-Way Acquisition (Estimate)	None Required
County Forces (Estimate)	N/A



Lummi Island Breakwater Replacement CRP #914015

Construction Funding Year(s): 2021

Project Narrative:

This project includes replacing the southerly breakwater at the Lummi Island ferry terminal. This structure was constructed in the mid 1980's and is reaching the end of its service life. This project is listed **#F3** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Design and permitting work expected to be completed in early 2021, with construction of this project scheduled in late 2021. Approximately \$1,005,000 in federal Ferry Boat Program funds will be utilized for the preliminary engineering and construction phases of this project.

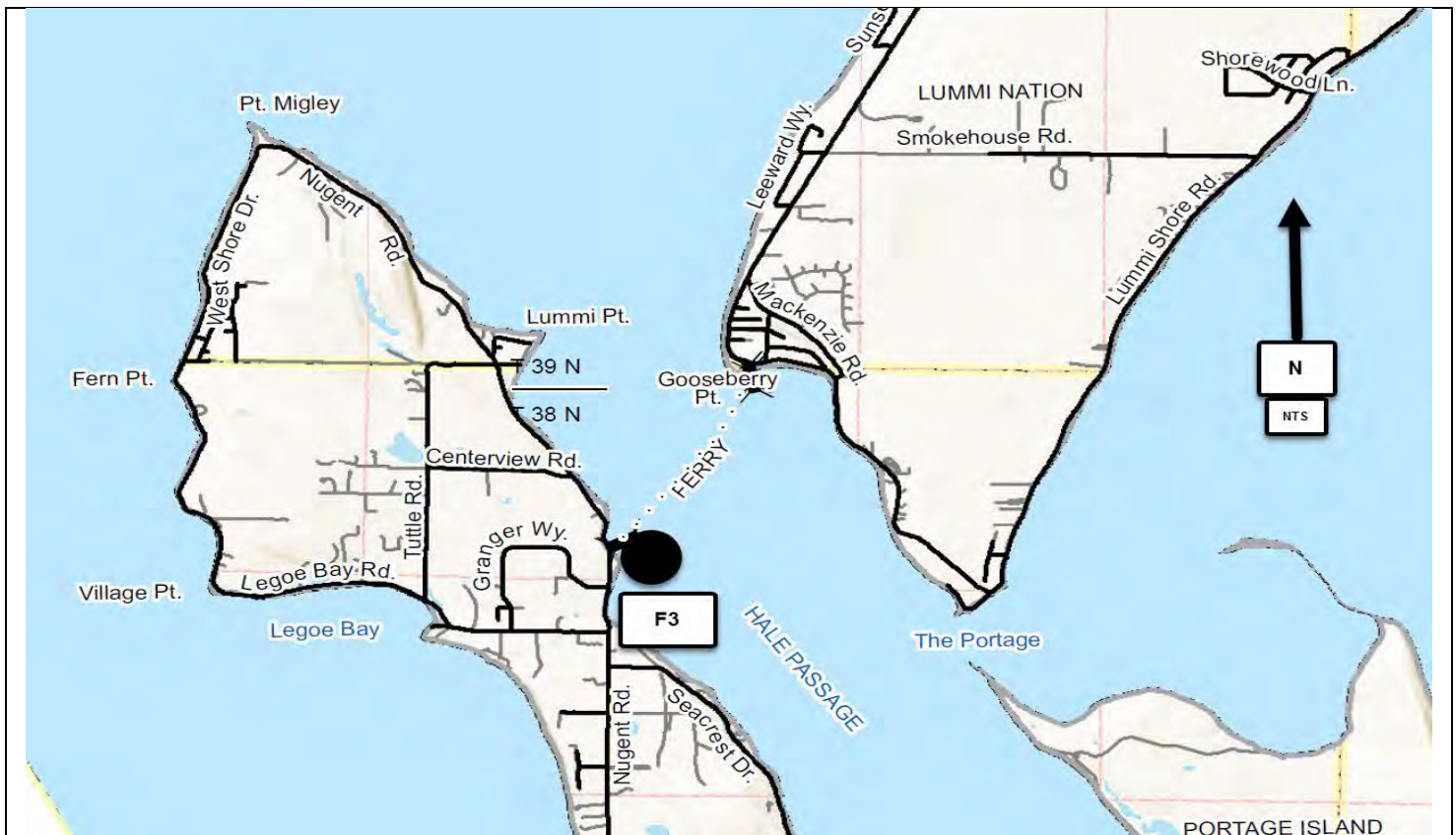
Total Estimated Project Cost: \$2,235,000

Expenditures to Date: \$185,000

Funding Sources:

Federal	\$1,005,000 (FBP)
State	\$
Local	\$1,230,000

Environmental Permitting	HPA, SEPA, CORPS 404, COUNTY SHORELINES
Right-of-Way Acquisition (Estimate)	None Required
County Forces (Estimate)	N/A



Relocation of Gooseberry Terminal CRP # 919009

Construction Funding Year(s): TBD

Project Narrative:

This project involves relocation of the Gooseberry Point Ferry Terminal. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed **#F4** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Early action items will likely include EIS and real estate work. This work will coincide with the next cycle of funding by the County Road Administration Board.

Total Estimated Project Cost: TBD

Expenditures to Date: \$ 0

Funding Sources:

Federal	\$0
State	\$0
Local	\$150,000

Environmental Permitting	None Required
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Right-of-Way Acquisition (Estimate)	None Required
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County Forces (Estimate)	None Required
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Various Bridges Rehabilitation / Replacement CRP # To Be Assigned

Construction Funding Year(s): 2021 - 2026

Project Narrative:

This item provides funding to address unanticipated bridge rehabilitation and/or replacement. It is listed **#Y1** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Design and construction to occur as necessary.

Total Estimated Project Cost: \$1,800,000

Expenditures to Date: N/A

Funding Sources:

Federal	\$
State	\$
Local	\$1,800,000 (STIP 2021-2026)

Environmental Permitting	TBD
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Right-of-Way Acquisition (Estimate)	TBD
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County Forces (Estimate)	TBD
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Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.

Right of Way Acquisition CRP # To Be Assigned

Construction Funding Year(s): 2021-2026

Project Narrative:

This item addresses the unanticipated need for Right-of-Way that may arise during a given year that requires immediate action. This project is listed **#Y2** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

N/A.

Total Estimated Project Cost: \$150,000

Expenditures to Date:

Funding Sources:

Federal	\$0
State	\$0
Local	\$150,000 (2021-2026)

Environmental Permitting	TBD
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Right-of-Way Acquisition (Estimate)	TBD
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County Forces (Estimate)	N/A
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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Unanticipated Site Improvements CRP # To Be Assigned

Construction Funding Year(s): 2021 - 2026

Project Narrative:

This Annual Construction Program item addresses the unanticipated project(s) that may arise during a given year that require immediate action due to safety concerns, environmental factors, traffic volumes, accident history, funding or grant availability and other issues not related to an existing program project. This project is listed #Y3 on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: \$1,800,000

Expenditures to Date:

Funding Sources:

Federal	\$0
State	\$0
Local	\$1,800,000 (2021-2026)

Environmental Permitting	TBD
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Right-of-Way Acquisition (Estimate)	TBD
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County Forces (Estimate)	N/A
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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Unanticipated Stormwater Quality Improvements CRP # To Be Assigned

Construction Funding Year(s): 2021 - 2026

Project Narrative:

This project varies in location. Identification and prioritization to be addressed and reviewed through County Council. This project is listed #Y4 on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: \$720,000

Expenditures to Date:

Funding Sources:

Federal	\$0
State	\$0
Local	\$720,000 (2021-2026)

Environmental Permitting	TBD
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Right-of-Way Acquisition (Estimate)	TBD
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County Forces (Estimate)	TBD
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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Unanticipated Non-motorized Transportation Improvements

CRP # To Be Assigned

Construction Funding Year(s): 2021 - 2026

Project Narrative:

This program item addresses the need to identify and prioritize non-motorized projects for future consideration. Projects would include pedestrian and bike facilities (eg: sidewalks, trails, shoulder widening) in various locations around the county. This project is listed **#Y5** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: \$160,000

Expenditures to Date:

Funding Sources:

Federal	\$0
State	\$0
Local	\$160,000 (2021-2026)

Environmental Permitting	TBD
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Right-of-Way Acquisition (Estimate)	TBD
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County Forces (Estimate)	TBD
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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Fish Passage Project CRP # To Be Assigned

Construction Funding Year(s): 2021

Project Narrative:

This project is for the design and construction of fish passage projects. This project is listed **#Y6** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Design work will begin in 2020 with construction of the first project scheduled for 2021.

Total Estimated Project Cost: TBD Expenditures to Date: N/A	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$300,000 (2021-2026)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Swift Creek Transportation Impacts CRP # To Be Assigned

Construction Funding Year(s): TBD

Project Narrative:

This item addresses the various projects related to Sumas Mountain/Swift Creek Slide. Locations to be determined. This project is #Y7 on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Design and construction for the various projects will be initiated in 2020 and extend through 2026.

Total Estimated Project Cost: \$400,000

Expenditures to Date:

Funding Sources:

Federal	\$0
State	\$0
Local	\$400,000 (2021-2026)

Environmental Permitting	N/A
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Right-of-Way Acquisition (Estimate)	N/A
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County Forces (Estimate)	N/A
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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Railroad Crossing Improvements CRP # To Be Assigned

Construction Funding Year(s): 2021 - 2026

Project Narrative:

Locations to be determined. Identification and prioritization to be addressed. This project is listed **#Y8** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Locations and prioritization of projects is on-going. Negotiations with BNSF will be a factor on timing and cost.

Total Estimated Project Cost: \$300,000 Expenditures to Date: - 0 -	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$300,000 (2021-2026)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Beam Guardrail Replacements/Upgrades CRP # To Be Assigned

Construction Funding Year(s): 2021 - 2026

Project Narrative:

Locations to be determined. Identification and prioritization to be addressed. This project is listed **#Y9** on the 2021-2026 Six Year Transportation Improvement Program.

Project Status:

Locations and prioritization of projects is on-going, with close coordination with M&O Division and Traffic Section.

Total Estimated Project Cost: \$1,200,000 Expenditures to Date: - 0 -	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$1,200,000 (2021-2026)

Environmental Permitting	SEPA, Clrg/CAO,
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

**ADA Barrier Removal
ADA Transition Plan, Multiple Locations
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

Whatcom County will be addressing an update to its Americans with Disabilities Act (ADA) Transition Plan in 2020, concentrating on an assessment of facilities in County road rights-of-way. This project will involve the removal of a number of barriers yearly, in a systematic and prioritized method. This project is listed **#Y10** on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: ADA Transition Plan update will be completed in 2020, with a number of priority barrier locations highlighted by the study, addressed by design efforts in 2020.

Total Estimated Project Cost: \$1,200,000 Expenditures to Date: \$0	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$1,200,000

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	

Due to the nature of this item, no map exists. Location and priority of the ADA Barrier Removals will be determined when the updated Transition Plan is complete.

Attachment "D"

2020

Whatcom County

Priority Rating Program

2020 Rating	Road Name	From	To	Length	FFC
UC	Northwest Drive	Bellingham C/L	Slater Road	1.27	16
UC	Slater Road	Ferndale C/L	Northwest Drive	1.03	16
UC	Smith Road (E)	Hannegan Road	Noon Road	2.02	7
UC	Smith Road (E)	Noon Road	Mission Road	2.01	7
UC	Smith Road (E)	Mission Road	SR 542	2.24	7
30	Lake Louise Road	Gate 13 (SV)	Austin Street	1.97	16
30	North Shore Road	Bellingham C/L	Y Road	2.87	16
32	Lake Louise Road	Gate 5 (SV)	Gate 13 (SV)	1.59	16
33	Lake Louise Road	Lake Whatcom Boulevard	Gate 5 (SV)	0.50	16
33	Marine Drive	Wynn Road	Old Marine Drive	0.44	16
34	Lake Whatcom Boulevard	UAB	South Bay Drive	1.95	7
35	Marine Drive	Bridge #5	Rural Avenue	1.16	7
38	South Pass Road	North Pass Road	Frost Road	4.16	7
38	Yew Street Road	Tacoma Av (private)	Samish Way	0.71	17
39	Beach Way	Slater Road	Sucia Drive	0.36	8
39	Cain Lake Road	NE Cain Lk Rd	Lake Whatcom Boulevard	0.37	7
39	South Pass Road	Goodwin Road	North Pass Road	1.74	7
40	Birch Bay Drive	Alderson Road	Harborview Road	1.14	17
40	Haxton Way	Kwina Road	Slater Road	1.82	7
40	Hovander Road	Smith Road (W)	Ferndale C/L	0.29	16
40	Silver Lake Road	SR 542	Rock Quarry	3.22	8
41	Lake Whatcom Boulevard	Lake Louise Road	UAB	0.93	17
41	Mountain View Road	Olson Road	Ferndale C/L	0.77	16
41	Nugent Road	Ferry Dock	West Shore Drive	2.49	8
41	Rural Avenue	Curtis Road	Ferndale C/L	0.58	17
41	Wiser Lake Road (E)	SR 539	Hannegan Road	2.12	18
42	Ferndale Road	Marine Drive	Slater Road	1.89	7
42	Ferndale Road	Slater Road	Ulrich Road	1.05	7
42	Ferndale Road	Ulrich Road	Ferndale C/L	0.38	16
42	H Street Road	Axling Road	Sunrise Road	3.78	7
42	Van Wyck Road	Hannegan Road	SR 542	2.15	7
43	Bay Road	Blaine Road	Kickerville Road	0.98	7
43	Bay Road	Kickerville Road	Bruce Road	2.76	7
43	Drayton Harbor Road	Harborview Road	Blaine Road	0.90	17
43	Harborview Road	Lincoln Road	Drayton Harbor Road	0.47	17
43	Marine Drive	Old Marine Drive	McAlpine Rd	0.73	16
43	North Telegraph Road	Sorenson Road	Badger Road (E)	2.19	8
43	North Telegraph Road	Badger Road (E)	SR 547	1.88	8
43	South Bay Drive	Lake Whatcom Boulevard	Brannigan Creek	2.77	8
43	Vista Drive	Grandview Road	Bay Road	1.61	7
43	Wiser Lake Road (W)	Northwest Drive	Old Guide Road	2.18	8
44	Alderwood Avenue	Marine Drive	Airport Drive	0.34	16
44	Axton Road (E)	SR 539	Hannegan Road	1.97	7
44	Badger Road (W)	Sunrise Road	Markworth Road	2.01	7
44	Birch Bay Drive	Shintaffer Road	Birch Point Road	0.66	17
44	Drayton Harbor Road	Blaine C/L	Harborview Road	1.16	18

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride,
drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

2020
Whatcom County
Priority Rating Program

2020 Rating	Road Name	From	To	Length	FFC
44	Portal Way	Birch Bay Lynden Road	Hall Road	3.32	7
44	Portal Way	Hall Road	Blaine C/L	0.41	17
44	Silver Lake Road	Rock Quarry	South Pass Road	2.67	8
44	Vista Drive	Ferndale C/L	Grandview Road	1.67	17
45	Airport Drive	Alderwood Avenue	Bellingham C/L	0.53	16
45	Bancroft Road	Marine Drive	Country Lane	0.59	16
45	Cedarville Road	Goshen Road	SR 542	1.39	8
45	H Street Road	SR 539	Axling Road	1.24	7
45	H Street Road	Sunrise Road	Blaine C/L	2.72	7
45	Lake Whatcom Boulevard	Cable Street	Strawberry Point Road	1.50	17
45	Lake Whatcom Boulevard	Strawberry Point Road	Seaplane Road	1.53	17
45	Lake Whatcom Boulevard	Seaplane Road	Lake Louise Road	1.39	17
45	Lummi Shore Drive	Kwina Road	Haxton Way	1.08	8
45	Marine Dr/Lummi Shore Dr	Kwina Road	Bridge #5	0.41	7
45	Mountain View Road	Lake Terrell Road	Olson Road	2.00	7
45	Smith Road (W)	Hovander Road	Ferndale C/L	0.17	16
46	Alderwood Avenue	Airport Drive	Bellingham C/L	0.71	17
46	Benson Road	Teller Road	Boundary Bay Road	1.75	8
46	Birch Bay Drive	Harborview Road	Shintaffer Road	0.95	17
46	Country Lane	Rural Avenue	Bancroft Road	0.82	16
46	Goodwin Road	Sorenson Road	South Pass Road	1.00	8
46	Goshen Road	Fazon Road	Cedarville Road	1.23	8
46	Lummi View Drive	Gooseberry Spur	Mackenzie Rd / Haxton Wy	0.44	7
46	Marine Drive	Bancroft Road	Wynn Road	0.20	16
46	Northwood Road	Hampton Road	Lynden C/L	0.75	8
46	Nugent Road	Sunrise Road	Granger Road	1.33	8
46	Shintaffer Road	Lincoln Road	Birch Bay Drive	0.60	17
46	South Bay Drive	Brannigan Creek	Park Road	0.94	8
46	West Shore Drive	Legoe Bay Road	Nugent Road	2.31	8
47	Cain Lake Road	Skagit County Line	NE Cain Lk Rd	1.80	7
47	Fazon Road	Goshen Road	Hemmi Road (E)	0.77	8
47	Goodman Road	Johnson Road	Meadow Lane	0.25	8
47	Halverstick Road	Crape Road	Garrison Road	1.00	8
47	Hopewell Road	Siper Road	Goodwin Road	0.23	8
47	Jackson Road	Birch Bay Drive	UAB	0.92	18
47	Lake Samish Drive (W)	Nulle Road	Summerland Road	1.73	8
47	Mosquito Lake Road	North Fork Road	SR 542	0.95	8
47	Northwest Drive	Pole Road (W)	Wiser Lake Road (W)	0.84	8
47	Northwood Road	SR 546	Halverstick Road	2.01	8
47	Slater Road	Beach Way	Lake Terrell Road	1.09	8
47	South Pass Road	Frost Road	SR 547	1.24	7
47	Van Buren Road	Hampton Road	Lindsay Road	0.55	7
47	Van Buren Road	MP 3.34	Halverstick Road	1.41	8
48	Curtis Road	Country Lane	Rural Avenue	1.50	17
48	Goodwin Road	South Pass Road	Hopewell Road	2.54	8
48	Halverstick Road	Northwood Road	Van Buren Road	3.54	8

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride,
drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

2020
Whatcom County
Priority Rating Program

2020					
Rating	Road Name	From	To	Length	FFC
48	Kickerville Road	Rainbow Road	Grandview Road	2.01	7
48	Lake Samish Drive (W)	Summerland Road	Lake Samish Drive (N)	0.87	8
48	Lummi View Drive	Lummi Shore Road	Goosebery spur	1.69	8
48	Mosquito Lake Road	Middle Fork Bridge	Township Line	2.75	8
48	Slater Road	Lake Terrell Road	Haxton Way	2.50	7
48	Wiser Lake Road (W)	Old Guide Road	SR 539	0.50	18
49	Grandview Road	Point Whitehorn Way	Jackson Road	0.98	7
49	Halverstick Road	Van Buren Road	Crape Road	1.02	8
49	Haxton Way	Mackenzie Road	Balch Road	0.94	7
49	Kickerville Road	Bay Road	Birch Bay Lynden Road	2.02	8
49	Lake Samish Drive (N)	Lake Samish Drive (E)	Old Samish Road	0.87	8
49	Laurel Road (E)	SR 539	Hannegan Road	1.97	8
49	Mosquito Lake Road	Hutchinson Creek	Middle Fork Bridge	3.89	8
49	Mosquito Lake Road	Township Line	North Fork Road	1.94	8
49	Pole Road (W)	Old Guide Rd	SR 539	0.51	17
49	Van Dyk Road	Hannegan Road	Theil Road	0.98	8
49	Van Dyk Road	Theil Road	Everson Goshen Road	2.62	8
50	Badger Road (E)	Garrison Road	North Telegraph Road	0.33	8
50	Birch Bay Drive	State Park (north gate)	Alderson Road	1.18	17
50	Lake Samish Drive (N)	Lake Samish Drive (W)	Lake Samish Drive (E)	0.93	8
50	Laurel Road (W)	Aldrich Road	SR 539	1.51	8
50	Pacific Highway	Bellingham C/L	Slater Road	1.34	17
50	Semiahmoo Drive	Elderberry Lane	Blaine C/L	0.96	17
50	Slater Road	Ferndale Road	Ferndale C/L	1.40	7
51	Birch Bay Lynden Road	Enterprise Road (N)	Rathbone Road	2.03	7
51	Birch Bay Lynden Road	Rathbone Road	Berthusen Road	1.01	7
51	Breckenridge Road	Nooksack C/L	Sorenson Road	0.76	8
51	Haxton Way	Balch Road	Kwina Road	3.28	7
51	Hemmi Road (E)	Everson Goshen Road	Mission Road	1.00	8
51	Lincoln Road	Blaine C/L	0.05 m. west of Shintaffer Rd	0.39	17
51	Lummi Shore Drive	Cagey Road	Marine Drive	2.76	8
51	Mosquito Lake Road	SR 9	Dike Road DNR	1.68	8
51	Mosquito Lake Road	Dike Road DNR	Hutchinson Creek	3.17	8
51	Northwest Drive	Slater Road	Axton Road (W)	2.27	16
51	Samish Way	Old Samish Road	Galbraith Lane	1.51	8
51	Samish Way	Galbraith Lane	Bellingham C/L	1.52	17
51	Siper Road	MP 0.81	Hopewell Road	0.99	8
51	Sunrise Road	Badger Road (W)	H Street Road	2.02	8
52	Berthusen Road	Loomis Trail Road	West Main Street	0.26	18
52	Birch Bay Lynden Road	Delta Line Road	Enterprise Road (N)	1.90	7
52	Birch Bay Lynden Road	Berthusen Road	Lynden C/L	0.52	16
52	Birch Point Road	Semiahmoo Drive	Birch Bay Village Entrance	1.58	17
52	Cedarwood Avenue	Bennett Drive	Bellingham C/L	0.10	17
52	Enterprise Road (N)	Harksell Road	Birch Bay Lynden Road	2.00	7
52	Everson Goshen Road	Smith Road (E)	Hemmi Road (E)	2.01	7
52	Harksell Road	Enterprise Road	Enterprise Road (N)	0.38	7

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride,
drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

2020
Whatcom County
Priority Rating Program

2020					
Rating	Road Name	From	To	Length	FFC
52	Hemmi Road (E)	Hannegan Road	Everson Goshen Road	3.05	8
52	Jackson Road	UAB	Grandview Road	0.51	8
52	Laurel Road (W)	Northwest Drive	Aldrich Road	0.99	17
52	Loomis Trail Road	Bob Hall Road	Bertrand Creek Bridge #30	1.43	8
52	Loomis Trail Road	Bertrand Creek Bridge #30	Berthusen Road	0.62	18
52	Marine Dr / Edwards Dr	Gulf Road	Marina Drive	1.27	8
52	Mountain View Road	Rainbow Road	Lake Terrell Road	0.50	7
52	Nulle Road	Lake Samish Drive (W)	I-5	0.62	8
52	Slater Road	Haxton Way	Imhof Road	0.98	7
52	South Pass Road	Nooksack C/L	Goodwin Road	1.23	7
52	Sucia Drive	BMP	Beach Way	1.87	8
52	Weidkamp Road	Badger Road (W)	H Street Road	1.96	8
53	APA Road	Tyee Drive	Boundary Bay Road	1.50	8
53	Bennett Drive	Marine Drive	Bellingham C/L	1.09	17
53	Birch Bay Drive	Point Whitehorn Way	State Park (north gate)	0.76	17
53	Birch Bay Lynden Road	Harborview Road	UAB	1.25	17
53	Birch Bay Lynden Road	UAB	Portal Way	2.41	7
53	Birch Point Road	Birch Bay Village Entrance	Birch Bay Drive	0.40	17
53	Everson Goshen Road	SR 542	Smith Road (E)	1.99	7
53	Everson Goshen Road	Hemmi Road (E)	Pole Road (E)	2.08	7
53	Gooseberry Spur	Lummi view Drive	Ferry Dock	0.05	7
53	Harborview Road	Birch Bay Drive	Lincoln Road	1.17	17
53	Johnson Road	Tyee Drive	Boundary Bay Road	1.51	8
53	Lake Terrell Road	Slater Road	Mountain View Road	2.00	7
53	Legoe Bay Road	Nugent Road	West Shore Drive	1.67	8
53	Loomis Trail Road	Blaine Road	Portal Way	1.75	8
53	Lummi Shore Road	Lummi View Drive	Smokehouse Road	2.38	8
53	Lummi Shore Road	Smokehouse Road	Cagey Road	1.01	8
53	Northwest Drive	Axton Road (W)	Pole Road (W)	2.76	7
53	Old Samish Road	Lake Samish Drive (N)	Bellingham C/L	3.20	8
53	Olson Road	Aldergrove Road	Mountain View Road	1.99	8
53	Portal Way	Ferndale C/L	Faris Road	1.16	16
53	Portal Way	Faris Road	Birch Bay Lynden Road	2.85	7
53	Rainbow Road	Mountain View Road	Kickerville Road	1.20	7
53	Rock Road	Sumas Road	Nims Road	2.90	8
53	Siper Road	SR 9	MP 0.81	0.81	8
53	Van Buren Road	Lindsay Road	SR 546	1.00	7
54	Austin Street	Lake Louise Road	Cable Street	0.37	16
54	Birch Bay Lynden Road	MP 4.20	Delta Line Road	1.82	7
54	Hampton Road	UAB	Northwood Road	1.66	7
54	Hampton Road	Northwood Road	Van Buren Road	2.99	7
54	Hannegan Road	Bellingham C/L	Smith Road E	2.27	7
54	Lakeway Drive	Bellingham C/L	Terrace Avenue (N)	0.63	16
54	Lindsay Road	Van Buren Road	Van Buren Road	0.31	7
54	Marine Drive	Gulf Road	Roosevelt Road	1.27	8
54	Olson Road	Vista Drive	Aldergrove Road	1.90	8

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride,
drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

2020
Whatcom County
Priority Rating Program

2020 Rating	Road Name	From	To	Length	FFC
54	South Pass Road	SR 547	Silver Lake Road	4.99	8
54	Van Buren Road	Everson C/L	Hampton Road	1.09	7
54	Y Road	North Shore Road	Jensen Road	1.87	8
54	Y Road	Jensen Road	SR 542	2.55	8
55	Axton Road (W)	Ferndale C/L	Northwest Drive	0.86	16
55	Grandview Road	Ferndale C/L	UAB	0.40	17
55	Hemmi Road (E)	SR 539	Hannegan Road	1.97	8
55	Seacrest Drive	Sunrise Road	Scenic Estates	1.21	8
55	Smith Road (E)	SR 539	Hannegan Road	1.96	7
55	Sunrise Road	Nugent Road	Seacrest Drive	0.75	8
55	Valleyview Road	Birch Bay Lynden Road	Haynie Road	2.45	8
55	Weidkamp Road	Loomis Trail Road	Badger Road (W)	1.02	8
56	Cottonwood Avenue	Bennett Drive	Bellingham C/L	0.09	17
56	Hannegan Road	Smith Road (E)	Hemmi Road (E)	2.07	7
56	Marine Drive	Bennett Drive	Bellingham C/L	0.29	16
56	Pole Road (W)	Northwest Drive	Old Guide Rd	2.22	7
56	Van Wyck Road	BMP	Hannegan Road	0.40	7
57	Alderson Road	Birch Bay Drive	Blaine Road	0.85	18
57	Baker Lake Road	Skagit County Line	MP 3.93	3.93	7
57	Boundary Bay Road	APA Road	Johnson Road	1.00	8
57	Britton Road	Bellingham C/L	Bellingham C/L	1.32	16
57	Bruce Road	Bay Road	Main Street	0.74	8
57	Grandview Road	UAB	Dahlberg Road	0.33	7
57	Marine Drive	McAlpine Rd	Bennett Drive	0.62	16
57	Tyee Drive	APA Road	Johnson Road	1.05	7
58	Cable Street	Terrace Avenue (N)	Lake Whatcom Boulevard	0.51	16
58	Custer School Road	Creasy Road	Birch Bay Lynden Road	0.50	8
58	Kickerville Road	Grandview Road	Bay Road	1.00	7
58	Park Road	South Bay Drive	SR 9	2.78	8
58	Terrace Avenue (N)	Lakeway Drive	Cable Street	0.16	16
58	Yew Street Road	Bellingham C/L	Spring Valley Dr (private)	1.06	17
59	Bender Road	Boundary Road (E)	Visser Road	0.37	8
59	Hampton Road	Lynden C/L	UAB	0.04	17
59	Meadow Lane	Goodman Road	Roosevelt Road	0.26	8
59	Smith Road (W)	Ferndale C/L	Northwest Drive	0.57	16
59	Sorenson Road	Breckenridge Road	North Telegraph Road	0.47	8
59	Tyee Drive	Johnson Road	Roosevelt Road	0.40	7
59	Van Buren Road	SR 546	MP 3.34	0.63	8
59	Yew Street Road	Spring Valley Dr (private)	Tacoma Av (private)	0.28	17
60	Axton Road (W)	UAB	SR 539	2.25	7
60	Benson Road	Visser Road	Boundary Road (E)	0.36	8
60	Birch Bay Lynden Road	Portal Way	MP 4.20	0.54	7
60	Boundary Road (E)	SR 539	Benson Road	0.96	8
60	Kwina Road	Haxton Way	Lummi Shore Road	0.96	7
60	Main Street	Bruce Road	Custer School Road	0.24	8
60	Point Whitehorn Road	Grandview Road	Birch Bay Drive	0.57	17

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride,
drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

2020
Whatcom County
Priority Rating Program

2020 Rating	Road Name	From	To	Length	FFC
61	Axton Road (W)	Northwest Drive	UAB	0.25	16
61	Boundary Road (E)	Bender Road	Northwood Road	1.49	8
61	Enterprise Road	Ferndale C/L	Harksell Road	1.79	17
61	Northwood Road	Halverstick Road	Boundary Road (E)	0.62	8
61	Nugent Road	Granger Road	Ferry Dock	0.19	8
61	Smith Road (W)	Northwest Drive	Waschke Road	0.50	17
61	Smith Road (W)	Waschke Road	SR 539	2.00	7
61	Stadsvold Road	Haynie Road	Sweet Road	0.52	7
61	Sweet Road	Blaine C/L	Stadsvold Road	1.44	7
62	Custer School Road	Main Street	Creasy Road	0.77	8
62	Kickerville Road	Birch Bay Lynden Road	Loomis Trail Road	1.00	8
62	Nulle Road	I-5	Skagit County Line	0.59	7
62	Semiahmoo Drive	Birch Point Road	Elderberry Lane	1.49	17
63	Badger Road (W)	Delta Line Road	Sunrise Road	0.86	7
63	Enterprise Road (N)	Birch Bay Lynden Road	Loomis Trail Road	1.01	8
63	Hannegan Road	Beard Rd	UAB	0.71	17
63	Haynie Road	Stadsvold Road	Valleyview Road	1.24	7
63	Haynie Road	Valleyview Road	Delta Line Road	2.01	7
63	Roosevelt Road	Tyee Drive	Meadow Lane	1.37	8
65	Badger Road (W)	Markworth Road	SR 539	3.05	7
65	Delta Line Road	Badger Road (W)	Haynie Road	0.48	7
65	Grandview Road	Jackson Road	Blaine Road	1.02	7
65	Gulf Road	Marine Drive	Tyee Drive	0.65	7
65	Hannegan Road	UAB	Nooksack Bridge #252	2.88	7
65	Hannegan Road	Nooksack Bridge #252	Lynden C/L	0.43	17
65	Lincoln Road	0.05 m. west of Shintaffer Rd	Harborview Road	0.79	17
66	Hannegan Road	Hemmi Road (E)	Beard Rd	1.51	7
66	Marina Drive	Edwards Drive	APA Road	0.56	8
67	Country Lane	Bancroft Road	Curtis Road	0.07	17
67	Loomis Trail Road	Sunrise Road	Bob Hall Road	2.00	8
67	Roosevelt Road	Marine Drive	Tyee Drive	0.93	8
68	Slater Road	Imhof Road	Ferndale Road	0.49	7
68	Visser Road	Bender Road	Benson Road	1.00	8
73	Sunrise Road	Birch Bay Lynden Road	Badger Road (W)	2.01	8

Total miles = 356.28

Rating: 0 (worst) to 100 (best)
Incorporates; road geometrics, surface condition, ride,
drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):
7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

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FUNC. CLASS	TIP PROJECT NO.	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE						FEDERALLY FUNDED PROJECTS ONLY	
							FUNDING SOURCE INFORMATION																	
							PROJECT PHASE		MONTH / YEAR	FEDERAL FUNDS			STATE FUNDS				TOTAL							
										FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUND CODE	OTHER REVENUES	LOCAL FUNDS									

Road Capital Construction

17	R1	Birch Bay Drive & Pedestrian Facility 20010 from Lora Lane to Cedar Avenue Pedestrian & Non-motorized Enhancements	12 05 32 06	S	1.58	T P C W S Total	PE RW CN Total	1/2021 1/2021 1/2021 Total					210 0 1,510 1,720	200 0 1,500 1,700	10 0 10 20				210 0 1,510 1,720	0 0 0 0	CE	No 5/2019	
07	R2	East Smith Road & Hannegan Road 55080/55110 Intersection Improvements	06 07 12	S	0.40	G P T Total	PE RW CN Total	1/2021 1/2021 6/2021 Total					415 100 3,050 3,565	400 100 3,000 3,500	15 0 50 65				415 100 3,050 3,565	0 0 2,000 2,000	CE	Yes	
16	R3	Marine Drive, Locust Avenue to Alderwood Avenue 12790 From MP 4.57 to MP 3.92 Reconstruction & bike/pedestrian facilities	03 06 12 32	S	0.65	G P T W Total	PE RW CN Total	1/2021 1/2021 5/2021 Total					410 50 3,050 3,510	400 50 3,000 3,450	10 0 50 60				410 50 3,050 3,510	0 0 1,509 1,509	CE	Yes	
17	R4	Samish Way & Galbraith Lane 44060 from MP 1.41: to 1.68 Pedestrian Crosswalk Coordination with the City of Bellingham Parking Lot Development	06 12 32	S	0.27	G P T W Total	PE RW CN Total	1/2021 1/2021 1/2021 Total					10 10 40 60	10 10 40 60					10 10 40 60	0 0 0 0		Yes	
07	R5	Birch Bay Lynden Rd, Enterprise to Rathbone 21580 from MP 7.92 to MP 9.95 Pavement Rehabilitation	06 07	S	2.03	C P T Total	PE RW CN Total	1/2021 1/2021 6/2021 Total					150 0 1,000 1,150	150 0 1,000 1,150					150 0 1,000 1,150	0 0 165 165		No	
17	R6	Birch Bay Lynden Rd. & Blaine Rd. 21580 from MP 1.00 to UAB MP 1.25 Intersection Improvements	06 07 12	P	0.25	C G P T W Total	PE RW CN Total	1/2021 1/2021 6/2023 Total					700 500 0 1,200	400 500 0 400	300 500 0 800				700 500 0 1,200	0 0 0 0	CE	Yes	
16	R7	Smith Road & Northwest Drive 75080/74050 Intersection Improvements	03 06 12	P	0.40	C G P T W Total	PE RW CN Total	1/2021 1/2021 1/2021 Total					35 0 0 35	25 0 0 25	5 0 0 5				35 0 0 35	0 0 0 0		Yes	
09	R8	Chief Martin Road, Cagney Road to Kwina Road 14110 from MP 0.00 to 2.50 Pavement Rehabilitation	05 06 07	P	2.50	C G P T W Total	PE RW CN Total	1/2021 1/2021 1/2021 Total					200 0 0 200	200 0 0 200					200 0 0 200	0 0 0 0		No	
16	R9	Slater Road & Northwest Drive 14760/74050 Intersection Improvements with WSDOT as lead agency	03 06 12	S	0.40	C G P T W Total	PE RW CN Total	1/2021 1/2021 1/2021 Total					15 0 0 15	5 0 0 5	5 0 0 5				15 0 0 15	0 0 0 0	CE	Yes	
16	R10	Horton Road, Northwest Drive to Aldrich Road New Roadway New alignment with City of Bellingham as lead agency	01	S	0.70	C G P T W Total	PE RW CN Total	1/2021 1/2021 1/2021 Total					147 0 0 147	10 0 0 10	10 0 0 10	127 0 0 127				147 0 0 147	0 0 0 0		Yes
07	R11	Lummi Nation Transportation Projects R11 Various locations on Reservation	12 03 06 07 32	S			PE RW CN Total	1/2021 1/2021 6/2021 Total					350 150 1,500 2,000	350 150 1,500 2,000					350 150 1,500 2,000	0 0 0 0		Yes	

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732	FUNG. CLASS	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT PHASE	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE						ENVIRON- MENTAL TYPE	FEDERALLY FUNDED PROJECTS ONLY																				
								FUNDING SOURCE INFORMATION						YEAR 1 2021								YEAR 2 2022						YEAR 3 2023						TOTAL 2021-2026						Grant Total 2021-2026	Local Total 2021-2026
								MONTH / YEAR	FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUNDS		OTHER REVENUES	LOCAL FUNDS	TOTAL	YEAR 1 2021	YEAR 2 2022	YEAR 3 2023	Years 4th Thru 6th			TOTAL 2021-2026	Grant Total 2021-2026	Local Total 2021-2026																	
											STATE FUND CODE	STATE FUNDS																													
07	R12	Point Roberts Transportation Improvements Project locations to be determined in 2020	06 32	S	0.25	P W C	PE RW Total	1/2021 6/2021 Total	0 0 0	0 0 0	0 0 0	50 100 150	50 100 150	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	50 100 150	0 0 0	50 100 150	No																
08	R13	Hemmi Road Flood Mitigation 56320 From MP 2.3 to MP 2.6 Raise roadway	07 06	S	0.30	C P T	PE RW Total	1/2021 5/2021 Total	0 0 0	0 0 0	0 0 0	150 1,300 1,450	150 1,300 1,450	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	150 1,300 1,450	0 0 0	150 1,300 1,450	Yes																
09	R14	Innis Creek Road 88850 from MP 2.45 to MP 2.65 Raise roadway	07 06	P	0.20	C W S	PE RW Total	1/2021 Total	0 0	0 0	0 0	10 10	10 10	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	10 10	0 0	10 10	Yes																
17	R15	Birch Bay Drive, Jackson Rd to Shintaffer Rd 20010 from MP 2.10 to MP 4.53 Pavement Rehabilitation	07 06	P	2.43	C W S	PE RW Total	1/2021 5/2022 Total	0 0 0	0 0 0	0 0 0	210 1,500 1,710	210 1,500 1,710	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	210 1,500 1,710	0 0 0	210 1,500 1,710	No																
16	R16	Marine Drive II, Alderwood Ave to Brdg No. 172 12790 From MP 3.92 to MP 3.37 Reconstruction & bicycle/pedestrian facilities	03 06 12 32	P	0.55	G P S TW	PE RW CN Total	1/2021 Total	0 0 0 0	0 0 0 0	0 0 0 0	25 25 25	25 25 25	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	25 25 25	0 0 0	25 25	Yes																
09	R17	Turkington Road/Jones Creek 89200 from MP 0.4 to MP 0.6 Road Grade Modification and creek channelization	03 06	P	0.20	P T C	PE RW Total	1/2021 1/2021 5/2022 Total	0 0 0 0	0 0 0 0	0 0 0 0	60 25 500 585	60 25 500 585	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	60 25 500 585	0 0 0	60 25 500 585	Yes																
09	R18	Truck Road 89200 From MP 0.4 to MP 0.6 2020 Flood Damage Repair	06 07 13	P	0.20	P T C	PE RW Total	1/2021 6/2022 Total	FEMA 150 300	0 0 0	0 0 0	200 200 400	200 200 400	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	200 200 400	0 0 0	200 200 400	Yes																
09	R19	Abbott Road/Levee Improvements 55560 from MP 1.7 to MP 1.9 Levee Improvements	03 06	P	0.20	C P T	PE RW CN Total	1/2021 5/2021 Total	0 0 0	0 0 0	0 0 0	0 400 400	0 400 400	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 400 400	0 0 0	0 400 400	No															
16	R20	Ferndale Road/Levee Improvements 12800 from MP 2.50 to MP 3.82 Levee Improvements	03 06	P	1.32	C P T	PE RW CN Total	1/2021 Total	0 0 0	0 0 0	0 0 0	150 150	150 150	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	150 150	0 0	150 150	No															
16	R21	Lake Louise, Austin St to Lake Whatcom Blvd. 46010 from MP 0.00 to MP 4.06 Pavement Rehabilitation	07 06	P	4.06	C P S TW	PE RW CN Total	1/2021 1/2022 6/2022 Total	0 0 0	0 0 0	0 0 0	240 10 1,800 2,050	240 10 1,800 2,050	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	240 10 1,800 2,050	0 0 0	240 10 1,800 2,050	No															
16	R22	Austin Street, Lake Louise to Cable 46020 from MP 0.00 to MP 0.37 Pavement Rehabilitation w/ ADA Improvements	07 06	P	0.37	C P T	PE RW Total	1/2021 1/2022 6/2022 Total	0 0 0	0 0 0	0 0 0	100 10 400 510	100 10 400 510	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	100 10 400 510	0 0 0	100 10 400 510	Yes															
16	R23	Northwest Drive, Slater Rd. to Axton Rd. 74050 from MP 2.38 to MP 4.65 Pavement Rehabilitation	07 06	P	2.27	P C W S	PE RW CN Total	1/2022 1/2023 6/2023 Total	0 0 0	0 0 0	0 0 0	190 10 1,000 1,200	190 10 1,000 1,200	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	190 10 1,000 1,200	0 0 0	190 10 1,000 1,200	Yes															

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								MONTH / YEAR	FEDERAL FUND CODE	FEDERAL COST BY PHASE	FUNDING SOURCE INFORMATION			YEAR 1 2021	YEAR 2 2022	YEAR 3 2023	Years 4th Thru 6th	TOTAL 2021-2026	Grant Total 2021-2026	Local Total 2021-2026	ENVIRON- MENTAL TYPE	R/W REQ ? DATE COMPLETE MONTH / YEAR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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							PROJECT PHASE	MONTH / YEAR	FEDERAL FUNDS				STATE FUNDS		TOTAL	YEAR 1 2021	YEAR 2 2022	YEAR 3 2023	Years 4th Thru 6th	TOTAL 2021-2026	Grant Total 2021-2026	Local Total 2021-2026	ENVIRON- MENTAL TYPE	DATE COMPLETE R/W REQ' Y/N
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS												
													FUNDING SOURCE INFORMATION											
734																								
07	R35	Everson Goshen Road & E. Smith Road Intersection Improvements	06 07 12	P	0.40	C P T	PE RW CN Total	1/2023					10			5	5	10			10	Yes		

Bridge and Fish Passage Capital Construction

16	B1 Marine Drive/Little Squalicum Bridge No.1 Rehabilitation	10	P	0.10		PE RW CN Total	1/2023					20			20		20			20	Yes
18	B2 Jackson Road/Terrell Creek/Bridge No. 81 Replacement	09	P	0.10	P T C W	PE RW CN Total	1/2021 1/2021					350 100	200 50	150 50			350 100			350 100	
08	B3 Mosquito Lake Rd/Porter Crk/Bridge No. 141 Replacement	09	P	0.10	T C P	PE RW CN Total	1/2025					5			5		5			5	No
08	B4 North Lake Samish Road/Bridge No. 107 Replacement	09	S	0.10	P C T G	PE RW CN Total	1/2021 1/2021 1/2023					150 50 9,000	100 50 9,000	50 50 9,000			650 50 9,000	500 50 9,000		150 50 9,000	Yes
08	B5 Goshen Road/Anderson Creek/Bridge No. 248 Replacement	09	S	0.10	P T	PE RW CN Total	1/2021 1/2021					300 40	200 20	100 20			300 40	300 40		300 40	Yes
09	B6 Martin Road/Anderson Creek/Bridge No. 250 Replacement	09	P	0.10		PE RW CN Total	1/2024					5			5		5			5	No
07	B7 Loomis Trail Rd/Bertrand Cr. Trib Bridge No. 497 Scour Mitigation	09	P	0.10		PE RW CN Total	1/2023					5			5		5			5	No
09	B8 Flynn Road/Fishtrap Creek Bridge No. 51 Replacement	09	P	0.10		PE RW CN Total	1/2024					5			5		5			5	
09	B9 Salakanum Way/Anderson Creek Bridge No. 509 Replacement	09	P	0.10		PE RW CN Total	1/2024					5			5		5			5	
08	B10 Mosquito Lake Rd/ Hutchinson Creek Tributary Fish Passage	06 07	S	0.10	P C T	PE RW CN Total	1/2021 1/2021					50 10 500	50 10 500				50 10 500			50 10 500	

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							FUNDING SOURCE INFORMATION																		
							PROJECT PHASE	MONTH / YEAR	FEDERAL FUNDS		STATE FUNDS		OTHER REVENUES	LOCAL FUNDS	TOTAL	YEAR 1 2021	YEAR 2 2022	YEAR 3 2023	Years 4th Thru 6th	TOTAL 2021-2026	Grant Total 2021-2026	Local Total 2021-2026	ENVIRON- MENTAL TYPE	R/W REQ Y/N	DATE COMPLETE MONTH / YEAR
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS													
09	B11	North Fork Road/Kenney Creek 89510 from MP 1.0 to 1.10 Fish Passage	06 08	S	0.10	P C T	PE RW CN Total	1/2021 1/2021 Total	0 0 200	0 0 200	0 0 0	0 0 0	0 0 0	0 0 0	250 20 0	0 0 0	50 20 0	250 20 0	200 0 0	50 20 0					
09	B12	Truck Road Fish Passage Culvert Replacement Fish Passage	03 06	P		P C T	PE RW CN Total	1/2021 1/2021 1/2021 Total	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	25 5 300	0 0 0	25 5 300	25 5 300	0 0 0	25 5 330	No				
09	B13	Deal Road Fish Passage Culvert Replacement Fish Passage	03 06	P		P C T	PE RW CN Total	1/2021 1/2021 Total	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	75 5 80	0 0 0	75 5 80	75 5 80	0 0 0	75 5 80					

Ferry Capital Construction

00	F1	Replacement of Whatcom Chief & Terminal Modification New Ferry and Terminal Modifications	06	P			PE RW CN Total	1/2021 Total			0 0 0	0 0 0	300 0 0	0 0 0	0 0 0	0 0 0	300 0 0	0 0 0	0 0 0			No
00	F2	Gooseberry Pt. Terminal Preservation Project Painting Project	06	P	0.10		PE RW CN Total	1/2021 Total			0 0 0	0 0 0	50 750 800	0 0 0	0 0 0	0 0 0	50 750 800	0 0 0	0 0 800			No
00	F3	Lummi Island Breakwater Replacement Terminal Modifications	06	S	0.10		PE RW CN Total	1/2021 7/2021 Total			0 0 0	0 0 0	150 1,379 1,529	0 0 0	0 0 0	0 0 0	150 1,900 2,050	0 521 521	0 1,379 1,529			
00	F4	Relocation of Gooseberry Terminal	06	P			PE RW CN Total	1/2021 1/2021 Total			0 0 0	0 0 0	150 0 150	50 0 50	0 0 0	0 0 0	150 0 150	0 0 0	0 0 150			

Yearly Capital Construction

00	Y1	Various Bridges Rehabilitation/Replacement As prioritized	09 10	S			PE RW CN Total	1/2021 1/2021 Total			0 0 0	0 0 0	50 250 300	50 250 300	0 0 0	150 750 900	300 1,500 1,800	0 0 0	300 1,500 1,800			
00	Y2	Right of Way Acquisition Various locations		S			PE RW CN Total	1/2021 Total			0 0 0	0 0 0	0 150 150	0 20 20	0 0 0	0 60 60	0 150 150	0 0 0	0 150 150			Yes

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							PROJECT PHASE	MONTH / YEAR	FUNDING SOURCE INFORMATION				TOTAL	YEAR 1 2021	YEAR 2 2022	YEAR 3 2023	Years 4th Thru 6th	TOTAL 2021-2026			Grant Total 2021-2026	Local Total 2021-2026	ENVIRON- MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR		
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS													OTHER REVENUES	LOCAL FUNDS
736	00	Y3	Unanticipated Site Improvements As prioritized	06 07 12	S		PE RW CN Total	1/2021 1/2021 1/2021 Total						180 1,620 1,800 1,800	30 270 300 300	30 270 300 300	90 810 900 900	180 1,620 1,800 1,800								
00	Y4	Unanticipated Stormwater Quality Improvements Various locations	06 13	S			PE RW CN Total	1/2021 1/2021 1/2021 Total						120 600 720 720	20 100 120 120	20 100 120 120	60 300 360 360	120 600 720 720								
00	Y5	Unanticipated Non-motorized Transportation Improv Various locations	06 12 32	P			PE RW CN Total	1/2021 1/2021 1/2021 Total						35 125 160 160	10 50 60 60	5 15 20 20	15 45 60 60	35 125 160 160								
00	Y6	Fish Passage Project Various locations	06 13	P			PE RW CN Total	1/2021 1/2021 1/2021 Total						300 300 300 300	50 50 50 50	50 50 50 50	150 150 150 150	300 300 300 300								
00	Y7	Swift Creek Transportation Impacts Various Projects related to Sumas Mountain/Swift Creek Slide	06 12	S			PE RW CN Total	1/2021 1/2021 1/2021 Total						60 340 400 400	10 90 100 100	10 50 60 60	30 150 180 180	60 340 400 400								
00	Y8	Railroad Crossing Improvements Various locations	12 07	P			PE RW CN Total	1/2021 1/2021 1/2021 Total						70 230 300 300	50 150 200 200	5 15 20 20	10 50 60 60	70 230 300 300								
00	Y9	Beam Guardrail Replacements/Upgrades Various locations Upgrades/Replacements		P			PE RW CN Total	1/2021 1/2021 1/2022 Total						300 900 1,200 1,200	50 300 350 350	50 300 350 350	150 600 750 750	300 900 1,200 1,200								
00	Y10	ADA Barrier Removal ADA Transition Plan Priorities Multiple locations	06 12 32	P			PE RW CN Total	1/2021 1/2021 1/2021 Total						300 900 1,200 1,200	50 150 200 200	50 150 200 200	150 450 600 600	300 900 1,200 1,200								
							PE RW CN Total	1/2021 1/2021 1/2021 Total	1,035 0 13,475 14,510	200 0 165 365	1,735 1,245 6,100 8,445	4,465 545 16,300 21,310	1,247 30 11,000 12,277	9,142 1,245 43,315 53,702	1,695 60 9,915 11,670	1,235 0 13,640 14,875	7,907 1,245 29,675 38,827									

Six Year Transportation Improvement Program Instructions for Completing the Form

Project Phase: Select the appropriate phase code of the project.

PE – Preliminary Engineering, including Design (or Planning).
 EIV – Right of Way or land acquisition.
 CN – Construction only (or transit planning or equipment purchase).
 ALI – All Phases from Preliminary Engineering through Construction.
 (Use only in Years 4, 5, & 6)

PE – Preliminary Engineering, including Design (or Planning);
 RW – Right-of-Way or land acquisition;
 CM – Construction only (or Transit planning or equipment purchase);
 ALL – All Phases from Preliminary Engineering through Construction.
 (Use only in Years 4, 5, & 6)

Phase Start Date. Enter the month/day/year (in MM/DD/YY format) that the selected phase of the project is actually expected to start.

CBI – Combined border infrastructure
BIA – Bureau of Indian Affairs
ER – Bridge Replacement or Rehab.
CBQ – Community Development Block Grant (HUD)
CMAQ – Congestion Mitigation Air Quality
DMO – TEA-21 Thermo Projects (Selected)
DUCulatory – Ferry Boat Dislocation, Public Highway, Scenic Byways, etc.
DOD – Department of Defense
IC – Interstate Construction
M – Interstate Maintenance
RI – Indian Reservation Roads
NHS – National Highway System
9301 – FTA 9301 Access/Pavement Continuity

S307 – FTA Urban Areas
S208 (Bus) – Bus
S309(NG) – Food/Gateway
S309(NS) – New Starts
S310 – FTA Elderly/Disabled
S311 – FTA Rural Areas
S316 – FTA ARC Rural
S317 – FTA, New Freedom
REV – Rural Economic Vitality Program
SES – Safe Routes to School
STP(C) – STP Substate Competitive Program
STP(E) – STP Transportation Enhancements
STP(L) – STP Legislative Enactments
STP(R) – STP Regional Planning and RR
STP(U) – STP Urban Regionally Selected
STP – STP WSDOT Use Only)

3. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project Title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Term(s) (Mile Post or Street/Road Name); and (f) Describe the Work to be Completed.

CAAP – County Arterial Preservation Program
CHAA – County Highway Assistance Account
TAP – Transportation Trust Accounts Program
AIP – Urban Arterial Program
HAP – Highway Arterial Program
PSMP – Sidewalk Program
IPMSE – In-Pavement Safety & Mobility Program
CAPP – County Arterial Preservation Program
CHAA – County Highway Assistance Account
TAP – Transportation Trust Accounts Program
AIP – Urban Arterial Program
HAP – Highway Arterial Program
PSMP – Sidewalk Program
IPMSE – In-Pavement Safety & Mobility Program

S - Project is 'selected' by the appropriate selection body & funding is secured.
P - Project is subject to selection by an agency other than the lead and is listed for planning purposes and funding has not been determined.

7. **Utility Code(s).** Enter the appropriate code letter(s) for the utilities that would need to be relocated or are impacted by the construction project.

21. NAW Certification. If right of way acquisition is required, enter R/W Certification Data, if known. (This is required for Federally funded projects).

EXHIBIT “B”



WHATCOM COUNTY 2021-2034 FOURTEEN-YEAR FERRY CAPITAL PROGRAM

Overview

This program provides a blueprint for the effective, efficient, and continuing operation of the Whatcom County Ferry System within existing financial constraints. Capital improvements are scheduled based on many years of experience operating and maintaining the system while complying with applicable regulations.

Inevitably, priorities and available funds for the ferry system will change over the fourteen years projected in this program. Therefore, the program intends to be a guide indicating long-range improvements and anticipated revenues and expenditures. Strict adherence is not required.

Enacted in 1975, Revised Code of Washington (**RCW**) **36.54.015** states “The legislative authority of every county operating ferries shall prepare, with the advice and assistance of the county engineer, a fourteen-year long-range capital improvement plan embracing all major elements of the ferry system. Such plan shall include a listing of each major element of the system showing its estimated current value, its estimated replacement cost, and its amortization period.”

Table 1: Ferry System Current and Replacement Values – meets applicable requirements, showing the current value, replacement cost, and amortization periods for the vessels and facilities. The current value of the M/V Whatcom Chief is the insured value, the closest approximation of true worth. The facilities’ current value is book value; original cost less depreciation plus depreciated improvements.

RCW 36.81.121 (1) states “...the legislative authority of each county, after one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years....and for those counties operating ferries shall also include a separate section showing proposed capital expenditures for ferries, docks, and related facilities. Copies of the program shall be filed with the county road administration board and the secretary of transportation not more than thirty days after its adoption by the legislative authority...” Subsection (2) requires expanded information on how a county will spend all its money on the various facets of the transportation program. This RCW Section was enacted in 1961. The capital expenditure portion of Subsection (1) is satisfied by:

Table 2: Projected Revenues defines the known and/or anticipated sources of operating and capital project funding for the 14-Year Plan.

Table 3: Projected Expenditures include all other expenditures on the system that meet Subsection (2) requirements. Operational expenditures are delineated between the vessel and non-vessel costs. U.S. Coast Guard regulations currently require the ferries to be dry-docked every two years, however, to extend the life, improve reliability, and protect our capital investment Whatcom County schedules dry-docking every year for its vessel. The landings are inspected regularly as required by the National Bridge

Inspection Standards administered through the Washington State Department of Transportation. The inspection report helps identify and schedule major maintenance and replacement of these facilities.

This RCW section also provides the reporting requirement and timing of program submission, as well as establishing the annual update requirement.

Additionally, the Federal Highway Administration requires all agencies within a Metropolitan Planning Organization to develop and annually update the long-range Transportation Improvement Plans and their Biennial Element. Whatcom County updates this 14-Year plan each year and incorporates the results into the Six-Year Transportation Improvement Program.

Level-of-Service

On July 24, 2018, the Whatcom County Council passed resolution #2018-026. This resolution established a level of service for the Lummi Island Ferry System. Also, the resolution enacts an action plan to achieve the recommended improvements including:

1. Vessel

- A. Balancing capacity against operating costs (fuel, personnel, etc.) to ensure affordable fares over the long run, including needs-based fares, while optimizing vehicle demand, deck space, and trip frequency to minimize wait times, the design of a 34 car vessel is in the 2021-2026 Six-Year Transportation Improvement Program. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board.
- B. The design of the vessel shall accommodate all walk-on passengers during typical peak times, accommodate legal loads of vehicles per Washington State Commercial Vehicle Guide and comply with U.S. Coast Guard safety standards and the Americans with Disabilities Act.
- C. To approach the goal of a carbon-neutral vessel and provide flexibility for future electric conversion and reliability, the design of the vessel shall be a hybrid diesel-electric.

2. Terminals

- A. The design of the marine structure modifications to the Gooseberry Point terminal and Lummi Island terminal to accommodate the new vessel are included in the 2021-2026 Six-Year Transportation Improvement Program and take into consideration the plan, listed 2E-2H below, to move the Gooseberry terminal at a future date. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board and the construction of the new vessel.
- B. In addition to the modifications to accommodate a new vessel, improvements to the Lummi Island terminal shall include: reconfigure the queuing lanes, install ADA restrooms, and improve bicycle and pedestrian loading by locating the queuing area as close to the vessel as possible to reduce the time required to load onto the ferry.

- C. Implement remote ferry queue monitoring.
- D. Implement self-service ticketing.
- E. Whatcom County will initiate an intergovernmental agreement with the Lummi Nation to confirm the location of the Gooseberry Point Terminal as shown on the 2015 Lummi Nation TIGER grant application. Upon the finalization of the agreement, Whatcom County Public Works shall initiate the environmental review and permitting process for the Gooseberry Point terminal relocation.
- F. Construction of the new Gooseberry Point terminal relocation is to be accomplished before the end of the Uplands Lease Agreement with the Lummi Nation (October 2046). The design shall include dual lane loading and improve bicycle and pedestrian loading by locating the queuing area as close to the vessel as possible to reduce the time required to load onto the ferry.
- G. Whatcom County shall coordinate the Gooseberry Point terminal relocation with the Lummi Nation's permitting, funding, and construction of the future Fisherman's Cove Improvements.
- H. As property becomes available, Whatcom County shall purchase lands adjacent and near the new location of the Gooseberry Point terminal. The property will be utilized for off-street queuing, parking, and passenger amenities.
- I. All infrastructures shall be designed to accommodate the 100-year sea-level rise prediction by NOAA.

3. Operations

- A. A Whatcom County ferry district may be created to increase grant opportunities. This district shall be funded by a seasonal surcharge on single cash fares for the capitalization of future vessels.
- B. The long-term improvements shall be phased over time to allow for a complete funding portfolio to leverage a variety of funding sources and mechanisms.

Minor Maintenance

General minor maintenance is continual on the ferry, landings, aprons, approaches, and waiting facilities. The costs and extent of the work is unpredictable, and frequently problems must be repaired immediately upon detection. Routine maintenance such as building painting and roof cleaning is more predictable and scheduled in advance.

History of the Ferry System

The ferry system is the only public transportation link for the majority of Lummi Island residents and vehicles to the mainland at Gooseberry Point. In the event of an emergency ferry outage or mechanical failure, the County has contracted pedestrian-only ferry services while the vessel is being repaired.

Following is a brief chronology outlining the history of the Whatcom County Ferry System.

GP denotes work occurred at the Gooseberry Point Terminal

LI denotes work occurred at the Lummi Island Terminal

- 1926 Lummi Shore Road from Bellingham was completed and a ferry, the Central, owned by Whatcom County and large enough to hold six small Model-T Fords started making scheduled runs between Lummi Island and Gooseberry Point.
- 1929 The slightly larger Chief Kwina replaces the Central.
- 1950 Gooseberry Point terminal built (**GP**)
- 1962 The M/V Whatcom Chief begins service
- 1977 Lummi Island terminal is relocated (**LI**)
- 1981 New transfer span and tower superstructure installed (**LI**)
- 1982 Approach span trestle refurbished (**GP**)
- 1986 Transfer span, tower structures, and marine structures replaced (**GP**)
- 1993 South inner and mid-ship timber dolphins replaced/installed (**LI**)
- 1999 Emergency South outer dolphin and breakwater repair (**LI**)
- 1999 Electrical feeder replacement (**GP**)
- 2001 Major maintenance on both terminals including painting, new aprons, electrical work, new hydraulics, tower bolt replacement (**LI** and **GP**)
- 2002 20-Year Plan Phase 1 Process and report completed
- 2005 South outer timber dolphin replaced with steel structure (**LI**)
Major Status Report on the Ferry System
- 2006 Emergency bearing seat pedestal replacement (**LI**)
Parking lot improvements (**LI**)
Major corrosion repair to vessel hull
Completed design package for a 35-car replacement vessel
Completed design package for urgent electrical/structural terminal repairs
First Rate Increase in 5 years
- 2007 Bridge bearings replaced (**LI**)
Electrical repairs (**LI** and **GP**)
- 2008 Two North timber dolphins replaced with steel doughnut dolphins designed for larger 35-car ferry boat design (**LI**)
Counterweight sheaves replaced (**GP** and **LI**)
Rate increase
- 2009 Emergency North wingwall replacement (**LI**)

Traffic Gates Installed (**LI** and **GP**)
Rate adjustment

2010 Emergency South wingwall replacement (**LI**)

2011 New live load hangers and pins installed (**GP**)

2013 Steel apron flaps replaced with rubber-coated flaps (**LI**)
Timber wingwalls replaced with steel structures (**GP**)
Terminal remote control system installed, electrical and hydraulic equipment updates (**LI**)

2014 Terminal remote control system installed (**GP**)
All four timber dolphins replaced with steel structures (**GP**)

2015 Steel apron flaps replaced with rubber-coated flaps (**GP**)
Emergency temporary repair to outer timber dolphin (**LI**)
Rate adjustment

2017 Electrical system overhaul (**GP**)

2018 Structural steel repair work including new lifting beam, new live load hangars, and replacement of corroded high-strength bolts and diagonal bracing (**GP**)
Structural steel repair work including replacement of corroded high-strength bolts and diagonal bracing (**LI**)

2019 Commenced public outreach and preliminary vessel and terminal designs

2020 COVID 19 significantly impacted operations resulting in lost revenue, reduced ridership, and conversion to cashless fares to mitigate risk
Completed propulsion study for new vessel
Applied for federal Build Grant and state Consolidated Grant Program
Whatcom County obtained approval from USCG to modify the annual dry-docking schedule with a dockside maintenance substitution. This will be continued for future dry dockings when eligible.
Terminal structural improvements and full paint job (**LI**)

EXHIBIT “B”

Table 1

FERRY SYSTEM CURRENT AND REPLACEMENT VALUES - 2020

VESSELS

Current Statistics		M/V Whatcom Chief
LENGTH (ft)		94
BEAM (ft)		44
DISPLACEMENT (tons)		78
YEAR BUILT		1962
CAPACITY -- Passengers		100
CAPACITY -- Cars		20
CURRENT INSURED VALUE - 2020		\$890,000
TOTAL CURRENT VALUE - 2020		\$890,000
Replacement Statistics		
YEAR		2024
LENGTH (ft)		184
BEAM (ft)		54
DISPLACEMENT (tons)		100
CAPACITY -- Passengers		150
CAPACITY -- Cars		34
REPLACEMENT VALUE ⁽¹⁾		\$19,500,000
TOTAL - REPLACEMENT VALUE		\$19,500,000

FACILITIES

LOCATION	YEAR BUILT OR REBUILT	AMORTIZATION PERIOD END	SCHEDULED REPLACEMENT /MODIFICATION YEAR	CURRENT BOOK VALUE ⁽⁴⁾	ESTIMATED REPLACEMENT COST 2020 \$'s ⁽²⁾
Lummi Island Landing					
Transfer Span and Dock	1982	2022	2040	\$472,802	\$10,609,000
Dolphins/Wingwall/Breakwater	1978	2018	2024	\$1,247,481	\$7,426,300
Upland Facilities	1978	2018	2024	\$60,000	\$4,243,600
Subtotal - Lummi Island Landing				\$1,780,283	\$22,278,900
Gooseberry Point Landing					
Transfer Span and Dock	1987	2027	2024-2046	\$569,042	\$24,931,150
Dolphins/Wingwall ⁽³⁾	2013, 2014	2053, 2054	2024-2046	\$2,945,405	\$3,182,700
Upland Facilities				\$0	\$10,078,550
Subtotal - Gooseberry Point Landing				\$3,514,447	\$38,192,400
TOTAL FACILITIES VALUE				\$5,294,730	\$60,471,300
TOTAL VESSEL & FACILITIES VALUE				\$6,184,730	\$79,971,300

NOTES:

⁽¹⁾ Cost based on 2020 estimate with 3% per year escalation through 2024

⁽²⁾ Per 2018 LOS Alternatives Analysis by KPFF Consulting (Costs have been escalated 3% per year and represent a 2020 replacement cost.)

⁽³⁾ Replacement requires relocation. A phased approach to relocation will include modifications to existing facilities prior to completion of the new facility.

⁽⁴⁾ Estimated using a 40-year life and straight-line depreciation (including depreciated improvements)

Table 2

Lummi Island Ferry 14-Year Capital Program							
All \$ in 000's Revenues 2021-2027							
Category	2021	2022	2023	2024	2025	2026⁶	2027
Multi-Ride Fares (3)	\$1,448	\$1,443	\$1,475	\$1,508	\$ 1,542	\$1,944	\$1,987
Single-Ride Fares (4)	362	361	369	377	385	486	497
(Memo 55% of Operating Cost) (1)	1,811	1,804	1,844	1,885	1,927	2,430	2,484
MVFT Deficit Subsidy	250	255	260	265	271	276	282
County Road Fund Operating Subsidy	1,594	1,591	1,626	1,662	1,698	1,736	1,775
County Road Fund Capital Subsidy	3,200	350	550	-	-	-	-
CRAB Capital Ferry Funding					500	500	500
Total Revenues	6,855	3,999	4,279	3,812	4,396	4,942	5,040
Total Expenditures (2)	6,742	3,884	4,162	17,092	20,574	3,858	3,944
Net Unfunded (Funded) (5)	(113)	(115)	(117)	13,281	16,178	(1,084)	(1,097)

Lummi Island Ferry 14-Year Capital Program							
All \$ in 000's Revenues 2028-2034							
Category	2028	2029	2030	2031	2032	2033	2034
Multi-Ride Fares (3)	\$2,032	\$2,078	\$2,124	\$2,172	\$ 2,222	\$2,276	\$2,327
Single-Ride Fares (4)	508	519	531	543	555	569	582
(Memo 55% of Operating Cost) (1)	2,540	2,597	2,656	2,716	2,777	2,845	2,909
MVFT Deficit Subsidy	287	293	299	305	311	317	323
County Road Fund Operating Subsidy	1,814	1,855	1,896	1,939	1,982	2,030	2,076
County Road Fund Capital Subsidy	-	-	-	-	-	-	-
CRAB Capital Ferry Funding	500	500	500	500	500	500	500
Total Revenues	5,141	5,245	5,350	5,459	5,570	5,691	5,808
Total Expenditures (2)	4,031	4,121	4,214	4,308	4,405	4,511	4,612
Net Unfunded (Funded) (5)	(1,110)	(1,123)	(1,137)	(1,151)	(1,165)	(1,181)	(1,196)

Note 1: After Subtracting the MVFT Deficit Subsidy. Budgeted for 55% fare recovery based on historical results until the new ferry is operational. At that point a 25% increase is factored based on new size and expected changes in ridership patterns.

Note 2: As Shown On Table 2, including capital expenditures.

Note 3: Equal to 80% of Fares

Note 4: Equal to 20% of Fares

Note 5: Unfunded ferry capital is generally covered using road fund revenue. In the case of years 2024 and 2025 grant funds are being actively sought as the road fund does not have the capacity to cover these deficits

Note 6: Assumed ridership change with operation of new boat.

Table 3

Lummi Island Ferry 14-Year Capital Program All in 000's Table 2 Expenditures 2021-2027 Page 1							
Category	2021	2022	2023	2024	2025	2026	2027
Operating Expenses							
Vessel Operations							
Personnel	1,400	1,417	1,445	1,474	1,504	1,534	1,564
Fuel & Operating Supplies	1,039	1,031	1,062	1,094	1,126	1,149	1,183
Insurance	68	70	72	74	77	90	93
Other Operating Expenses	100	104	108	112	117	122	127
Total Vessel Operations	2,607	2,622	2,688	2,755	2,824	2,894	2,967
Other Operations							
Administration	410	412	414	416	418	420	422
Parking Lots							
Lummi Island	10	10	10	11	11	11	11
Gooseberry Pt.	9	9	9	10	10	10	10
Staging Areas							
Lummi Island	28	29	30	31	32	32	33
Gooseberry Pt.	8	8	8	9	9	9	10
Docks							
Lummi Island	69	69	70	72	73	75	76
Gooseberry Pt.	401	375	383	390	398	406	414
Total Operating Expenses	3,542	3,534	3,612	3,692	3,774	3,858	3,944
Capital Expenditures							
Replacement of Whatcom Chief	300	300	500	8,400	10,000	-	-
Terminal Modifications				5,000	6,800		
Gooseberry Pt Terminal Preservation	800	-	-	-	-	-	-
Lummi Island Breakwater Replacement	2,050		-	-	-	-	-
Relocation of Gooseberry Terminal	50	50	50				
Total Capital Program Costs	3,200	350	550	13,400	16,800	-	-
Total Costs	6,742	3,884	4,162	17,092	20,574	3,858	3,944

Table 3 (continued)

Lummi Island Ferry 14-Year Capital Program All in 000's Table 2 Expenditures 2028-2034 Page 2							
Category	2028	2029	2030	2031	2032	2033	2034
Operating Expenses							
Vessel Operations							
Personnel	1,596	1,628	1,660	1,693	1,727	1,762	1,797
Fuel & Operating Supplies	1,218	1,254	1,291	1,329	1,368	1,409	1,452
Insurance	95	98	101	104	107	111	114
Other Operating Expenses	132	137	142	148	154	159	163
Total Vessel Operations	3,041	3,117	3,195	3,275	3,356	3,440	3,526
Other Operations							
Administration	425	427	429	431	433	435	437
Parking Lots							
Lummi Island	11	12	12	12	13	13	13
Gooseberry Pt.	10	11	11	11	12	12	12
Staging Areas							
Lummi Island	34	35	37	38	39	40	41
Gooseberry Pt.	10	10	10	11	11	18	19
Docks							
Lummi Island	78	79	81	82	84	86	88
Gooseberry Pt.	422	431	439	448	457	466	476
Total Operating Expenses	4,031	4,121	4,214	4,308	4,405	4,511	4,612
Capital Expenditures							
Replacement of Whatcom Chief	-	-	-	-	-	-	-
Terminal Modifications							
Gooseberry Pt Terminal Preservation	-	-	-	-	-	-	-
Lummi Island Breakwater Replacement	-	-	-	-	-	-	-
Relocation of Gooseberry Terminal	-	-	-	-	-	-	-
Total Capital Program Costs	-	-	-	-	-	-	-
Total Costs	4,031	4,121	4,214	4,308	4,405	4,511	4,612



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-366

File ID:	AB2020-366	Version:	1	Status:	Agenda Ready
File Created:	09/02/2020	Entered by:	DPierce@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Agreement Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	09/15/2020			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 City of Bellingham for FY2020 Byrne Justice Assistance Grant Program Award, in the amount of 12,832

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 08-31-20, 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: August 31, 2020
RE: Interlocal Agreement Between the City of Bellingham, and County of Whatcom
FY2020 Byrne Justice Assistance Grant (JAG) Program Award

Enclosed for review and signature are two (2) originals of the Interlocal Agreement between the City of Bellingham and Whatcom County for Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2020.

Total Whatcom County Jurisdiction allocation is \$33,484 (with \$20,652 for the City of Bellingham and \$12,832 for Whatcom County). The City of Bellingham will administer the grant and provide \$12,832 to the Whatcom County Sheriff's Office to purchase ballistic resistant vests.

Please contact Undersheriff Chadwick at extension 6618 with any questions or concerns.

Thank you.

enclosure

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	35 Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	3520 Bureau of LE & Investigations/ 352020 Patrol and OT
Contract or Grant Administrator:	Doug Chadwick, Undersheriff
Contractor's / Agency Name:	City of Bellingham
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 checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>C2000704</u> CFDA#: <u>16.738</u>	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: <u>1003520006</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input 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): \$ <u>12,832.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>12,832.00</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 Agreement between City of Bellingham and Whatcom County for U.S.Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2020. The Whatcom County jurisdiction allocation is \$33,484 (with \$20,652 for the City of Bellingham and \$12,832 for Whatcom County). The City of Bellingham will administer the grant and provide \$12,832 to the Whatcom County Sheriff's Office to purchase ballistic vests.	
Term of Contract: 07/27/2020 Expiration Date: 12/31/2021	

Contract Routing:	1. Prepared by: <u>D. Pierce</u> <u>DMP</u>	Date: <u>08/31/20</u>
	2. Attorney signoff: <u>APPROVED VIA EMAIL BW/dmp</u>	Date: <u>8/31/20</u>
	3. AS Finance reviewed: <u>APPROVED VIA EMAIL BB/dmp</u>	Date: <u>9/2/20</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

THE STATE OF WASHINGTON

COUNTY OF WHATCOM

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BELLINGHAM, AND COUNTY OF WHATCOM
2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 27th day of September, 2020, by and between The COUNTY of Whatcom, acting by and through its governing body, the County Council, hereinafter referred to as COUNTY, and the CITY of Bellingham, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Whatcom County, State of Washington, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, per the grant, Whatcom County Jurisdiction is allocated \$33,484 in grant funding, \$20,652 for the City and \$12,832 for Whatcom County: and

WHEREAS, the CITY agrees to provide the COUNTY \$12,832 from the JAG award for the purchase of body armor (ballistic resistant vests): and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$12,832 of JAG funds.

Section 2.

COUNTY agrees to use \$12,832 for the purchase of ballistic vests until 2021.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the "CITY" or "COUNTY"

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

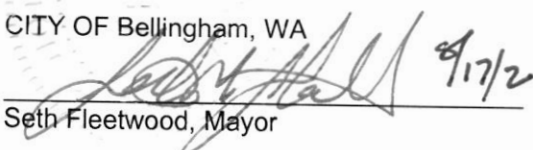
Section 5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.


Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

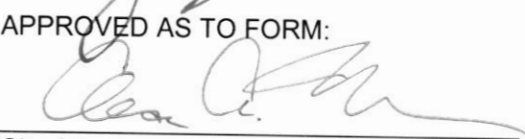
CITY OF Bellingham, WA

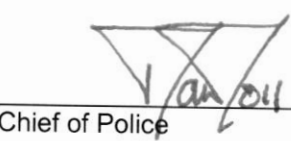
 9/17/2
Seth Fleetwood, Mayor

ATTEST:


Finance Department

APPROVED AS TO FORM:


City Attorney


Chief of Police

COUNTY OF Whatcom, WA


Sheriff

APPROVED AS TO FORM:

APPROVED VIA EMAIL BW/dmp
Prosecuting Attorney 08-31-20


Satpal Sidhu, Whatcom County Executive

**Whatcom County Sheriff's Office
Program Abstract**

Abstract

Enhanced officer safety and ballistic protection for first responders – In response to continued violent critical incidents at schools and public venues, the Whatcom County Sheriff's Office has developed enhanced training for Active Shooter scenarios. In an effort to prepare for and provide an enhanced response to critical violent incidents, the Whatcom County Sheriff's Office conducts ongoing training to deal with these threats and unusual situations that require an expedited response in order to save lives.

In addition to training, law enforcement must be prepared and equipped to deal with armed suspects in order to effectively mitigate the threat posed to the public. It is essential that all members of the Sheriff's Office have sufficient ballistic resistant vests to protect them from gunfire. The Sheriff's Office objective is to utilize allocated funds to purchase and replace current ballistic vests and improve officer safety.

Project identifiers – Equipment – Tactical, Body Armor – Ballistic Resistant, Counter Terrorism and Officer Safety.

Whatcom County Sheriff's Office
2020 Byrne JAG grant
Program Narrative

Narrative

The continued trend of violent attacks nationwide and abroad has reaffirmed why it is imperative that responders be trained and prepared to respond to incidents of active violence in a safe, efficient, and effective manner. The Sheriff's Office is uniquely positioned on the international border between the US and Canada, and is subject to both domestic and international threats. This includes not only schools and public venues, but multiple federal facilities and critical infrastructure that may be the targets of violent attacks and/or terrorism. The Sheriff's Office continues to train all deputies to deal with critical incidents, to include terrorist attacks, active shooter scenarios, and high-risk operations.

In addition to training, law enforcement officers must be provided necessary equipment that enhances their officer safety and increases the likelihood that they will be able to carry out their duties without serious injury or loss of life. In order to provide enhanced ballistic protection and increase officer safety, the Whatcom County Sheriff's Office intends to purchase ballistic vests. Ballistic vests are essential personal protective equipment that utilized by members of the Whatcom County Sheriff's Office. The use by deputies allows them to carry out their duties while protecting them from sudden violent attacks from gunfire.

The Sheriff's Office intends to utilize JAG funding to purchase ballistic vests, to improve officer safety/wellness and operational performance.

Whatcom County Sheriff's Office
2020 Edward Bryne Memorial JAG Program
FY 2020 Local Solicitation

Review Narrative

The Whatcom County Sheriff's Office intends to make its Fiscal Year 2020 JAG application available to the Whatcom County Council for its review and comment on September 15th, 2020.

The application has not yet been made available for public review and comment. The Whatcom County Sheriff's Office will make its Fiscal Year 2020 JAG application available to citizens for comment at the Whatcom County Council meeting on September 29th, 2020.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-358

File ID:	AB2020-358	Version:	1	Status:	Agenda Ready
File Created:	09/01/2020	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution (FCZDBS) 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:

Resolution adopting the Six-Year Water Resources Improvement Program (WRIP) 2021-2026

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution by the Whatcom County Flood Control Zone District Board of Supervisors adopting the Six-Year Water Resources Improvement Program (WRIP) for 2021-2026 The adoption by resolution is pursuant to the Revised Code of Washington (RCW 86.15.110)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo-WRIP.pdf, WRIP-Resolution-Attachments.pdf

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

JON HUTCHINGS
Director



NATURAL RESOURCES
322 N. Commercial St., Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

Memorandum

TO: The Honorable Satpal Singh Sidhu, Executive, and Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director *JH*

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

DATE: August 28, 2020

RE: Six-Year Water Resources Improvement Program (WRIP), 2021-2026

Requested Action:

Public Works requests that the 2021-2026 Six-Year Water Resources Improvement Program (WRIP) resolution and its associated exhibits be introduced at the County Council/Flood Control Zone District meeting on September 15, 2020. We then request that a public hearing be advertised for and held at the September 29, 2020 County Council/Flood Control Zone District meeting, with the resolution potentially adopted at said meeting.

Background and Purpose:

Each year the County updates its Six-Year Water Resources Improvement Program (WRIP) in accordance with RCW 86.15.110.

Enclosures:

- Resolution adopting the 2021-2026 Water Resources Improvement Program
- "Exhibit A" 2021-2026 Water Resources Improvement Program

PROPOSED BY: _____

INTRODUCED: 9/15/20

RESOLUTION NO. _____

(A Resolution of the Whatcom County Flood Control Zone District
Board of Supervisors)

**WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
SIX-YEAR WATER RESOURCES IMPROVEMENT PROGRAM
FOR THE YEARS 2021 THROUGH 2026**

WHEREAS, pursuant to RCW 86.15.110, flood control or storm water control improvements may be extended, enlarged, acquired, or constructed by a flood control zone pursuant to a resolution adopted by its Board of Supervisors; and

WHEREAS, Whatcom County Public Works Department on behalf of the Whatcom County Flood Control Zone District has prepared a Six-Year Water Resources Improvement Program for adoption; and

WHEREAS, pursuant to RCW 86.15.120, the Supervisors shall hold a public hearing prior to adopting the resolution; and

WHEREAS, the Six-Year Water Resources Improvement Program attached hereto as Exhibit "A" has been reviewed and determined to be consistent with Whatcom County's comprehensive plan and is consistent with the following plans:

- Lower Nooksack River Comprehensive Flood Hazard Management Plan, October 1999
- Jones Creek Debris Flow Study, March 2004
- WRIA 1 Salmon Recovery Plan, October 2005
- Birch Bay Comprehensive Stormwater Plan, July 2006
- Lake Whatcom Comprehensive Stormwater Plan, March 2008
- Lake Samish Basin Comprehensive Stormwater Plan, July 2012
- Birch Bay Central North Subwatershed Master Plan, December 2013
- Birch Bay Central South Subwatershed Master Plan, January 2015
- Nooksack River System-Wide Improvement Framework, June 2016

- Birch Point, Terrell Creek Urban Area, and Point Whitehorn Subwatershed Master Plan, November 2016
- Lake Whatcom Comprehensive Plan: Stormwater Capital Program Update, September 2017
- Lake Whatcom Management Program 2020-2024 Work Plan, July 2020; and

WHEREAS, pursuant to RCW 86.15.110, the preliminary engineering studies for constructed improvements are on file with the Whatcom County Public Works Department; and

WHEREAS, pursuant to RCW 86.15.110, the estimated cost of the acquisition or construction of the improvement, together with supporting data, is included in the Six-Year Water Resources Improvement Program; and

WHEREAS, the improvements will benefit one or more flood control zones, subzones and the county as a whole;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors as follows:

That the Whatcom County Flood Control Zone District Six-Year Water Resources Improvement Program for the years 2021 through 2026, which is attached hereto as Exhibit "A", is hereby adopted.

APPROVED this ____ day of _____, 2020.

ATTEST:

Flood Control Zone District Board of
Supervisors
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Chair

APPROVED AS TO FORM:

Christopher Quinn

Christopher Quinn, Senior Deputy Prosecuting Attorney – Civil Division

Item No.	Project Description	Database ID No.	BES	Previous Estimate			2021-2026										2025			2026		Total
				Amount	Source	Notes	Phase	Amount	Source	Notes	Phase	Amount	Source	Notes	Phase	Amount	Source					
LAKE WHATCOM STORMWATER																						
1	Silver Beach Creek Phase 1: Install water quality system to treat stormwater from the Woodlake development.	07-095	60.5	PE	\$ 45,000	REET	PE			PE			PE			PE						
				PE	\$ 40,000	SW Funds	PE			PE			PE			PE						
				RW	\$ 15,000	REET	RW			RW			RW			RW						
				CN			CN	\$ 535,000	REET	CN			CN			CN						
2	Academy Road Stormwater Improvements: Evaluate the water quality performance of the existing Academy stormwater system and provide recommended retrofits.	20-005	63.9	PE	\$ 80,000	SW Funds	PE			PE			PE			PE						
				PE			PE			PE			PE			PE						
				RW			RW			RW			RW			RW						
				CN			CN			CN	\$ 100,000	REET	CN	\$ 200,000	LWSU	CN						
3	Geneva Bioretention Pilot Project: Install new water quality treatment media, evaluate the effectiveness and constructability of new water quality treatment media	20-006	63.9	PE	\$ 25,000	REET	PE	\$ 40,000	LWSU	PE	\$ 2,500	REET	PE	\$ 2,500	REET	PE						
				PE	\$ 118,000	DOE Grant	PE			PE	\$ 7,500	DOE Grant	PE			PE						
				RW	\$ 15,000	REET	RW			RW			RW			RW						
				CN			CN	\$ 610,000	DOE Grant	CN			CN			CN						
4	Sudden Valley Stormwater Improvements: Drainage system upgrades, water quality treatment and outfall retrofits in partnership with Sudden Valley HOA	13-004	46.3	PE	\$ 10,000	REET	PE			PE			PE			PE						
				PE			PE			PE			PE			PE						
				RW	\$ 10,000	REET	RW			RW			RW			RW						
				CN			CN	\$ 600,000	REET	CN			CN			CN						
5	Silver Beach Creek Phase 2: Main channel restoration below Hillsdale using natural vegetation	07-095	60.5	PE			PE	\$ 80,000	REET	PE			PE			PE						
				PE			PE			PE			PE			PE						
				RW	\$ 20,000	REET	RW			RW			RW			RW						
				CN			CN			CN			CN	\$ 600,000	REET	CN						
6	Eagleridge Stormwater Improvements: Install a water quality system to treat stormwater from the Eagleridge development.	20-007	61.4	PE			PE			PE	\$ 40,000	REET	PE			PE						
				PE			PE			PE			PE			PE						
				RW			RW			RW	\$ 15,000	REET	RW			RW						
				CN			CN			CN			CN			CN	\$ 325,000	REET	CN			
7	Strawberry Point/Lake Whatcom Blvd Stormwater Improvements: System upgrades to improve water quality including vaults, biofiltration swales, and channel restoration	17-001	62.2	PE			PE			PE			PE			PE						
				PE			PE			PE			PE			PE						
				RW			RW			RW			RW			RW						
				CN			CN			CN			CN			CN	\$ 650,000	REET	CN			
8	Austin Court Stormwater Improvements: Install water quality system on the discharge from Austin Court.	20-008	58.8	PE			PE			PE			PE	\$ 30,000	REET	PE	\$ 80,000	REET				
				PE			PE			PE			PE			PE						
				RW			RW			RW			RW			RW						
				CN			CN			CN			CN			CN	\$ 320,000	REET	CN			
9	Viewhaven Lane Water Quality & Conveyance Improvements: Install water quality systems and improve conveyance near Viewhaven Lane.	20-009	58.8	PE			PE			PE			PE			PE	\$ 160,000	REET				
				PE			PE			PE			PE			PE						
				RW			RW			RW			RW			RW						
				CN			CN			CN			CN			CN						
10	Geneva Street & Lake Louise Road Culvert Replacement: Replace culverts along Geneva Street and Lake Louise Road to improve water quality and conveyance	20-010	58.8	PE			PE			PE			PE			PE	\$ 40,000	REET				
				PE			PE			PE			PE			PE	\$ 25,000	Road Funds				
				RW			RW			RW			RW			RW	\$ 10,000	Road Funds				
				CN			CN			CN			CN			CN						
BIRCH BAY WATERSHED & AQUATIC RESOURCES MNGT. DIST. (BBWARM)																						
11	Semiahmoo Drive Stormwater Improvements (BP-2&5): Upsize culverts and re-establish roadside ditch on east side of Semiahmoo Drive	18-009 18-010	50.3	PE	\$ 50,000	BBWARM	PE	\$ 85,000	BBWARM	PE	\$ 105,000	BBWARM	PE			PE						
				RW			RW			RW			RW			RW						
				CN			CN			CN			CN			CN						
12	Charel Terrace Stormwater Outfall Improvements: Marine outfall stabilization to protect a bluff slope	20-011	29.8	PE	\$ 10,000	BBWARM	PE	\$ 10,000	BBWARM	PE			PE			PE						
				PE	\$ 100,000	Fed Grant	PE	\$ 100,000	Fed Grant	PE			PE			PE						
				CN			CN			CN			CN			CN						
13	Harborview Rd/Birch Bay Dr Stormwater Improvements (CR-1): Low-level system on Birch Bay Dr (CR-2, HL-1): Upsize culverts and high level system on Harborview Rd	07-217	52.0	PE	\$ 435,000	BBWARM	PE	\$ 60,000	BBWARM	PE			PE			PE						
				RW			RW			RW			RW			RW						
				CN	\$ 150,000	BBWARM	CN	\$ 200,000	REET	CN			CN			CN						
14	Holeman Avenue Stormwater Improvements (PW-1): Replace CBs, upsized culverts, re-establish ditch on Holeman Ave near Birch Bay Dr	07-242	37.8	PE	\$ 15,000	BBWARM	PE	\$ 25,000	BBWARM	PE	\$ 115,000	BBWARM	PE			PE						
				RW			RW			RW			RW			RW						
				CN			CN			CN	\$ 200,000	REET	CN	\$ 120,000	BBWARM	CN						
15	Lora Lane Drainage & Tide Gate Modifications (TC1-2): Replace tide gate structure and repair embankment; install Type 2 CB and culvert under Birch Bay Dr	18-008	42.5	PE	\$ 20,000	BBWARM	PE			PE	\$ 35,000	BBWARM	PE			PE						
				RW			RW			RW			RW			RW						
				CN			CN			CN			CN			CN						
16	Woodridge Ave & Sunset Drive Stormwater Improvements (TC-2): Improve drainage system to reduce local flooding and incorporate water quality treatment	13-007	52.2	PE			PE			PE			PE			PE						
				RW			RW			RW			RW			RW						
				CN			CN			CN			CN			CN						
17	Hillsdale Stormwater Improvements, Phase 1 (HL-C-1): Upsize pipes, replace CBs, new drain line, replace blind tees on Morgan, Cottonwood and Birch Bay Dr	19-002	48.6	PE			PE			PE			PE	\$ 100,000	BBWARM	PE	\$ 200,000	REET				
				RW			RW			RW			RW			RW	\$ 150,000	BBWARM				
				CN			CN			CN			CN			CN						

Item No.	Project Description	Database ID No.	Previous Expenditures			2021			2022			2023			2024			2025			2026			Total			
			Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source				
BIRCH BAY WATERSHED & AQUATIC RESOURCES MNGT. DIST. (BBWARM) CONTINUED																											
18	Morrison Ave & Terrill Dr Stormwater Improvements (TC2-1): New storm drain on Morrison Ave and Willow Dr, replace and re-grade storm drain system at Terrill Dr	19-003	PE			PE			PE			PE			PE			PE	\$	100,000	BBWARM	PE	\$	120,000	BBWARM	\$	220,000
			RW			RW			RW			RW			RW			RW			CN						
			CN			CN			CN			CN			CN			CN			CN						
19	Normar Place Stormwater improvements (BP-1): Upsize pipes, replace CBs and install energy dissipater at pipe outfall on Normar Place	19-004	PE			PE			PE			PE			PE			PE			RW			PE	\$	50,000	BBWARM
			RW			RW			RW			RW			RW			RW			RW			RW			
			CN			CN			CN			CN			CN			CN			CN			CN			
20	Birch Bay Drive & Pedestrian Facility Project: BBWARM contribution to stormwater improvements; part of larger road fund project	07-030	PE			PE			PE			PE			PE			PE			PE			PE			
			RW			RW			RW			RW			RW			RW			RW			RW			
			CN			CN			CN	\$	250,000	BBWARM	CN			CN			CN			CN			CN		
LAKE SAMISH STORMWATER																											
21	Shallow Shore Culvert Relocation	18-007	PE	\$	15,000	REET	PE	\$	100,000	REET	PE				PE			PE			PE			PE			
			RW			RW			RW			RW			RW			RW			RW			RW			
			CN			CN			CN			CN			CN			CN			CN			CN			
RIVER & FLOOD																											
22	Marietta Acquisition: Acquire properties in repetitive flood loss area	07-002	RW	\$	494,000	FCZD	RW				RW				RW			RW			RW			RW			Total through 2020: \$
			RW	\$	802,000	FEMA Fed/State grant	RW				RW				RW			RW			RW			RW			\$
			RW	\$	117,000	ESRP grant	RW				RW				RW			RW			RW			RW			\$
			CN	\$	174,000	FCZD	CN				CN				CN			CN			CN			CN			
			CN	\$	309,000	FEMA Fed/State grant	CN				CN				CN			CN			CN			CN			FCZD Total: \$
			CN	\$	28,000	ESRP grant	CN				CN				CN			CN			CN			CN			\$
23	Marine Drive Levee 2020 Damage Repair: Repair crest and backslope damage from February 2020 flood	20-001	PE	\$	2,500	FCZD	PE	\$	13,000	FCZD	PE				PE			PE			PE			PE			Project Total: \$
			PE	\$	7,500	FEMA	PE	\$	38,000	FEMA	PE				PE			PE			PE			PE			\$
			CN				CN				CN				CN			CN			CN			CN			FCZD Total: \$
			CN				CN				CN				CN			CN			CN			CN			\$
24	Abbott Levee Protection and Improvement: Interim erosion protection measures for levee & road (Ph. 1); Extend and realign upstream end of levees (Ph. 2 - SWIF project)	16-007	PE	\$	310,000	FCZD/Roads (50/50)	PE	\$	170,000	FCZD/Roads (50/50)	PE				PE	\$	50,000	FCZD/Roads (50/50)			PE			PE			Project Total: \$
			CN				CN				CN				CN			CN			CN			CN			FCZD Total: \$
			CN				CN				CN				CN			CN			CN			CN			\$
25	Lynden Levee Improvement: Combine drainages and replace two culverts through levee with one larger culvert; repair 2 damaged levee sites (USACE and SWIF project)	16-003	PE	\$	64,000	FCZD	PE	\$	14,000	FCZD	PE				PE			PE			PE			PE			Project Total: \$
			PE	\$	72,000	FbD grant	PE	\$	56,000	FbD	PE				PE			PE			PE			PE			\$
			CN				CN				CN				CN			CN			CN			CN			(See Note 1)
			CN				CN				CN				CN			CN			CN			CN			FCZD Total: \$
			CN				CN				CN				CN			CN			CN			CN			\$
26	Jones Creek Debris Flow Protection: Construct deflection berm and address local access	07-105	PE	\$	485,000	FCZD	PE	\$	176,000	FCZD	PE				PE			PE			PE			PE			Project Total: \$
			RW	\$	288,000	FCZD	PE	\$	54,000	Roads	PE				PE	\$	20,000	Roads			RW			RW			Project Total: \$
			RW	\$	350,000	FEMA/State grant	RW	\$	130,000	FCZD	RW				RW	\$	20,000	FCZD			RW			RW			\$
			RW	\$	520,000	FbD grant	RW	\$	520,000	FbD grant	CN				CN			FCZD			CN			CN			\$
			CN	\$	26,000	FCZD	CN	\$	30,000	Roads	CN				CN			FbD grant?			CN			CN			\$
			CN	\$	13,000	FEMA/State grant	CN	\$	13,000	Roads	CN				CN	\$	875,000	Roads			CN			CN			\$
27	Cougar Creek Early Action Project/Neel Levee Bank Stabilization: Stabilize oversteepened section of levee (SWIF project) with new flood gate and restoration	16-008	PE				PE	\$	90,000	NOAA	PE				PE			PE			PE			PE			Project Total: \$
			PE				PE	\$	20,000	FCZD	PE				PE			PE			PE			PE			\$
			CN				CN				CN				CN			CN			CN			CN			\$
28	Everson Overflow Pipeline Bank Stabilization: Stabilize bank at erosion site from 2020 flood downstream of pipeline crossing	20-002	PE				PE	\$	40,000	FCZD	PE				PE			PE			PE			PE			\$
			PE				PE	\$	120,000	FEMA	PE				PE			PE			PE			PE			\$
			CN				CN				CN				CN			CN			CN			CN			\$
29	Truck Road 2020 Flood Damage: Evaluate alternatives for road relocation and bank stabilization	20-003	PE				PE	\$	20,000	FCZD	PE				PE			PE			PE			PE			\$
			PE				PE	\$	20,000	Roads	PE				PE			PE			PE			PE			\$
			PE				PE	\$	120,000	FEMA	PE				PE			PE			PE			PE			\$
30	Bertrand Creek Levee Stabilization: Restore right and left levee prisms and install bank protection (SWIF project)	16-005	PE				PE				PE				PE			PE			PE			PE			Project Total: \$
31	Devries Levee Improvements: Widen and establish full crest width and backslope levee (SWIF project)	19-001	PE				PE				PE				PE			PE			PE			PE			\$
			CN				CN				CN				CN			CN			CN			CN			Project Total: \$
32	Upper Hampton Levee Improvements: Widen levee crest and flatten backslope at two sites and address seepage at a third site (SWIF project)	16-006	PE				PE				PE				PE			PE			PE			PE			\$
			PE				PE				PE				PE			PE			PE			PE			Project Total: \$
			RW				RW				RW				RW			RW			RW			RW			\$
			CN				CN				CN				CN			CN			CN			CN			\$
33	Ferrisdale Levee Improvement: Reconstruct and realign Ferrisdale and Treatment Plant Levees to improve level																										

Silver Beach Creek Phase 1
Item No. 1 / Database ID No. 07-095

Construction Funding Year(s): 2021

Project Narrative:

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

Project Status:

Phase 1 design engineering to begin in 2020 with construction to take place in the summer of 2021 during the Lake Whatcom watershed work window.

Total Estimated Project Cost: \$820,000



Academy Road Stormwater Improvements Item No. 2 / Database ID No. 20-005

Construction Funding Year(s): 2023

Project Narrative:

Whatcom County and the City of Bellingham jointly developed this project to improve water quality of stormwater from the Academy sub-basin of the Lake Whatcom Watershed. This project, constructed during the summer of 2015, will undergo an evaluation and perform recommended modifications to improve phosphorus removal. City of Bellingham will adopt the facility after the evaluation and improvements.

Project Status:

Preliminary engineering design is anticipated to begin in 2021 with construction to take place in the summer of 2023 during the Lake Whatcom watershed work window.

Total Estimated Project Cost: \$480,000



Geneva Bioretention Pilot Project Item No. 3 / Database ID No. 20-006

Construction Funding Year(s): 2022

Project Narrative:

This project will utilize a Washington State Department of Ecology grant to install, and monitor the performance of, new high-performance bioretention soil media. The new water quality facility will manage 126 acres of contributing area in the Lake Whatcom water shed, the new media is designed to reduce the amount of phosphorus and other pollutants entering the lake.

Project Status:

Design is anticipated in 2021, construction in 2022, and monitoring performance in 2023 and 2024.

Total Estimated Project Cost: \$1,001,000



Sudden Valley Stormwater Improvements Item No. 4 / Database ID No. 13-004

Construction Funding Year(s): 2022

Project Narrative:

This project will construct drainage system upgrades and outfall retrofits in the Sudden Valley area of the Lake Whatcom watershed.

Project Status:

Design is anticipated in 2021 and construction scheduled to take place in 2022.

Total Estimated Project Cost: \$790,000



Silver Beach Creek Phase 2 Item No. 5 / Database ID No. 07-095

Construction Funding Year(s): 2024

Project Narrative:

This project will address the stream bank erosion found on Silver Beach Creek and other tributary streams. The project will reduce the amount of erosion and bank material that has been generally associated with the sediment laden phosphorus loading to Lake Whatcom. The project will reconfigure approximately 950 linear feet of stream channels with a more stable cross-section to reduce erosion and the export of sediment.

Project Status:

Design is anticipated to begin 2022 and construction scheduled to take place in 2024.

Total Estimated Project Cost: \$750,000



Eagleridge Stormwater Improvements Item No. 6 / Database ID No. 20-007

Construction Funding Year(s): 2025

Project Narrative:

This project includes the installation of a water quality stormwater facility associated with the Eagleridge neighborhood in the of the Lake Whatcom watershed. The Eagleridge development is approximately 34 acres, runoff from this development will be routed through a water quality facility to help remove sediments and phosphorus form entering into Lake Whatcom.

Project Status:

Design is anticipated in 2023 and construction scheduled to take place in 2025.

Total Estimated Project Cost: \$480,000



Strawberry Point/ Lake Whatcom Blvd Stormwater Improvements Item No. 7 / Database ID No. 17-001

Construction Funding Year(s):

2025

Project Narrative:

This system upgrade will improve water quality. Project would install a water quality facility to treat approximately 3 acres of residential area. Project elements may include: bioinfiltration swales, filter vaults, media filter drains, and rain gardens.

Project Status:

Design is anticipated in 2023 and construction scheduled to take place in 2025.

Total Estimated Project Cost: \$910,000



Austin Court Stormwater Improvements Item No. 8 / Database ID No. 20-008

Construction Funding Year(s):

2026

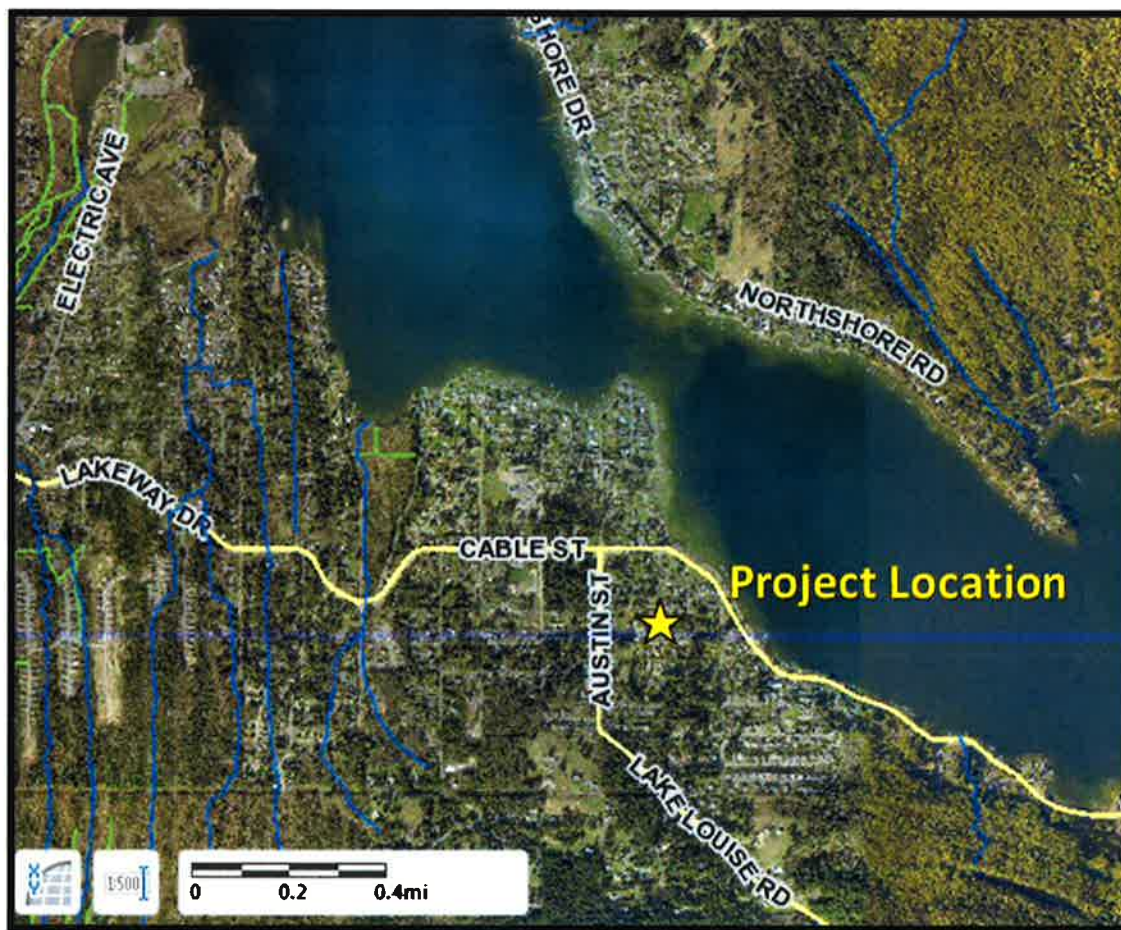
Project Narrative:

This project includes the installation of large filter vault, improving the water quality from the existing Austin Court stormwater system. The tributary area is approximately 3 acres and the water quality system will remove sediments and phosphorus from entering into Lake Whatcom.

Project Status:

Design is anticipated in 2024 and construction scheduled to take place in 2026.

Total Estimated Project Cost: \$442,000



Viewhaven Lane Water Quality & Conveyance Improvements Item No. 9 / Database ID No. 20-009

Construction Funding Year(s):

2027

Project Narrative:

This project will improve conveyance and water quality near Viewhaven Ln and Lake Whatcom Blvd intersection. Project will include approximately 100 linear feet of conveyance improvements by replacing two undersized culverts and regrading a ditch. The project will also install approximately 135 linear feet of water quality facility, project elements may include: bioinfiltration swales, filter vaults, media filter drains, and rain gardens.

Project Status:

Design is anticipated in 2025 and construction scheduled to take place in 2027.

Total Estimated Project Cost: \$726,000



Geneva Street & Lake Louise Road Culvert Replacement Item No. 10 / Database ID No. 20-010

Construction Funding Year(s): 2028

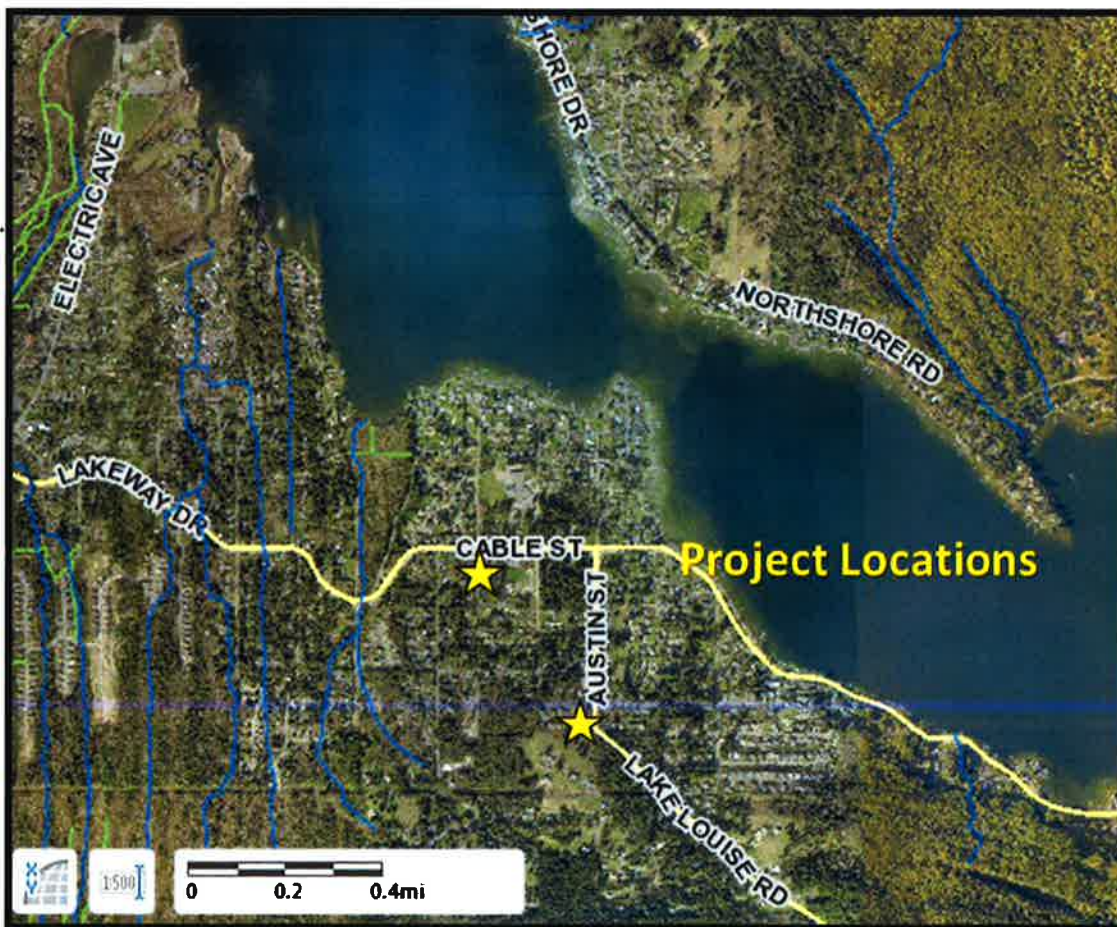
Project Narrative:

Project will improve conveyance of roadside ditches and culverts along Geneva Street and Lake Louise Road. The project will replaced approximately 200 linear feet of undersized or damaged culverts.

Project Status:

Design is anticipated in 2026 and construction scheduled to take place in 2028

Total Estimated Project Cost: \$265,000



Semiahmoo Drive Stormwater Improvements (BP-2, BP-5)
Item No. 11 / Database ID No. 18-009 & 18-010

Construction Funding Year(s): 2022

Project Narrative:

This project will improve the conveyance system along the east side of Semiahmoo Drive by upsizing pipes and re-establishing/deepening ditches to reduce flooding and increase traffic safety.

Project Status:

Design is anticipated in 2020, permitting in 2021 and construction scheduled to take place in 2022.

Total Estimated Project Cost: \$665,000



Charel Terrace Stormwater Outfall Improvements Item No. 12 / Database ID No. 20-011

Construction Funding Year(s): 2022

Project Narrative:

The December 20, 2018 "Solstice Eve" windstorm caused damage to the stormwater outfall on Birch Point installed as part of the Charel Terrace project in 2011. In March 2019 a "Major Disaster Declaration" that covered Whatcom County for the December storm was granted. In December 2019, the Consolidated Resource Center approved the Washington State Emergency Management Division's \$110,887 request for Architectural & Engineering Services to assess the site and develop conceptual design options. An RFP was advertised by Whatcom County in March 2020 and Herrera Environmental was chosen to complete the study. The study will assess outfall stabilization approaches to protect property and infrastructure while enhancing aquatic habitat.

Project Status:

Design is anticipated in 2021 and construction scheduled to take place in 2022.

Total Estimated Project Cost: \$420,000



Harborview Road/Birch Bay Drive Stormwater Improvements (CR-1)

Item No. 13 / Database ID No. 07-217

Construction Funding Year(s): 2020 & 2021

Project Narrative:

This project involves upsizing the upland drainage system along Harborview Road from the intersection of Birch Bay Lynden Road to Birch Bay Drive, improving drainage along a portion of Birch Bay Drive, and connecting the existing drainage system into a new marine outfall into Birch Bay.

Project Status:

Design will be completed in 2018, permitting in 2019, construction started in 2020 and completed in 2021.

Total Estimated Project Cost: \$1,505,000

Expenditures to Date: \$585,000



Holeman Avenue Stormwater Improvements (PW-1)

Item No. 14 / Database ID No. 07-242

Construction Funding Year(s):

2023

Project Narrative:

The project goal is to reduce roadway flooding on Holeman Avenue by replacing undersized pipe and catch basins and re-establish existing ditch to match pipe invert elevations. This area is particularly sensitive due to the steep, unstable bluff along the shoreline and the concern is that flooding could lead to bluff failure and property damage. This is a critical public safety issue.

Project Status:

Design is anticipated in 2022 and construction scheduled to take place in 2023.

Total Estimated Project Cost: \$475,000



Lora Lane Drainage & Tide Gate Modifications (TC1-2)

Item No. 15 / Database ID No. 18-008

Construction Funding Year(s): 2024

Project Narrative:

The project involves replacing the existing flap gate structure with a self-regulating side-hinged tide gate that would aim to improve drainage from the ditch bordering Leisure Park at Lora Lane and improve fish passage. The embankment surrounding the tide gate would be repaired and stabilized and the culvert passing under Birch Bay Drive from the tide gate would be repaired and connected to a Type 2 stormwater vault on the east side of Birch Bay Drive, which would allow access for maintenance.

Project Status:

Preliminary engineering design will begin in 2022 and be completed in 2023. Construction is scheduled to take place in 2024.

Total Estimated Project Cost: \$1,405,000



Wooldridge Avenue & Sunset Drive Stormwater Improvements (TC-2) Item No. 16 / Database ID No. 13-007

Construction Funding Year(s): 2025

Project Narrative:

This project will improve the conveyance system along Wooldridge Avenue, Jackson Road and Sunset Drive by upsizing pipes, installing or replacing catch basins and culverts, reestablishing roadside ditches, installing a water quality filter vault and 100 linear feet of water quality treatment swale.

Project Status:

Design is anticipated in 2023-2024 and construction is scheduled to take place in 2025.

Total Estimated Project Cost:

DOE Water Quality Grant:	\$750,000*
BBWARM:	<u>\$470,000</u>
Total:	\$1,220,000

*Unsecured grant funding



Hillsdale Stormwater Improvements, Phase 1 (HL-C-1)

Item No. 17 / Database ID No. 19-002

Construction Funding Year(s):

2026

Project Narrative:

This project involves upsizing pipes, replacing catch basins, installing new drain line, and replacing blind tee connections on Morgan, Cottonwood and Birch Bay Drives to reduce flooding and allow for maintenance.

Project Status:

Pre-design was completed in 2014, final design will be completed in 2025 and construction of Phase 1 scheduled to take place in 2026.

Total Estimated Project Cost: \$750,000



Morrison Ave & Terrill Drive Stormwater Improvements (TC2-1)
Item No. 18 / Database ID No. 19-003

Construction Funding Year(s): 2027

Project Narrative:

This project involves installing new storm drain line on Morrison Ave and Willow Drive, replacing and re-grading the storm drain system at Terrill Drive to reduce flooding and issues due to sediment build-up and subsidence.

Project Status:

Design is anticipated in 2025-2026 and construction in 2027.

Total Estimated Project Cost: \$750,000



Normar Place Stormwater Improvements (BP-1)
Item No. 19 / Database ID No. 19-004

Construction Funding Year(s): 2028

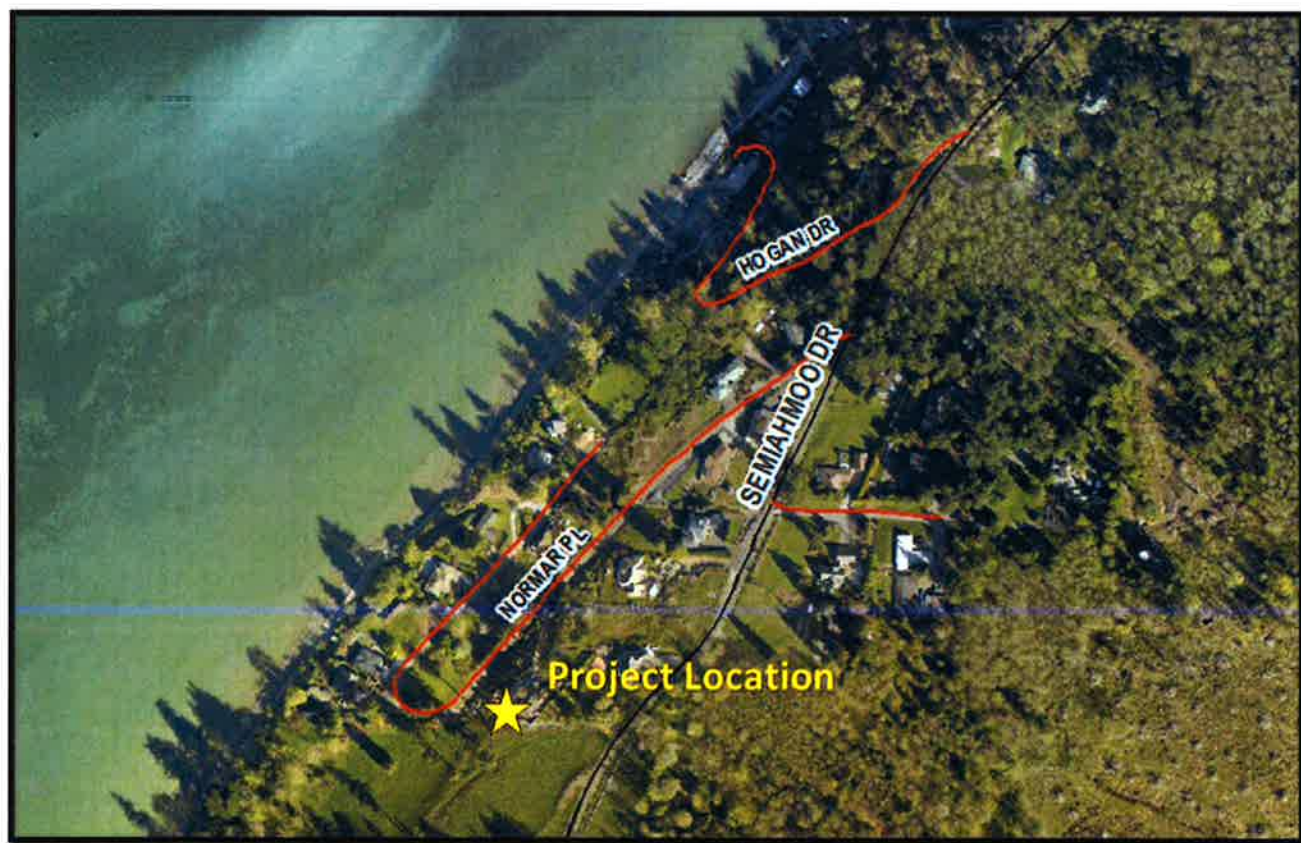
Project Narrative:

This project involves upsizing pipes, replacing catch basins and installing an outfall pipe over the bluff with an energy dissipater at Normar Place to reduce roadway flooding, scour and sediment transport.

Project Status:

Design is anticipated in 2026-2027 and construction in 2028.

Total Estimated Project Cost: \$250,000



Birch Bay Drive and Pedestrian Facility

Item No. 20 / Database ID No: 07-030

Construction Funding Year(s): 2019-2021

Project Narrative:

This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek. This is an approximate 1.5 mile natural beach berm with pedestrian facility to provide soft-shore erosion protection, habitat enhancement, and encourage pedestrian use along Birch Bay Drive. This multi-beneficial project is included in the Six-Year WRIP to reflect contributions from TAP road funds, STP road funds, WC Road fund, BBWARM, REET, and EDI.

Project Status:

Construction is scheduled to begin 2019 with completion spring of 2021. To lessen impacts to the tourist economy and aquatic habitat issues, the construction window will begin after Labor Day and suspend prior to Memorial Day.

Total Estimated Project Cost:

STP Road	\$2,550,000
TAP Road	\$620,000
WC Road	\$6,785,000
REET	\$745,000
EDI	\$500,000
BBWARM:	<u>\$250,000</u>
Total:	\$11,450,000



Shallow Shores Culvert Relocation Item No. 21 / Database ID No. 18-007

Construction Funding Year(s):

2022

Project Narrative:

The existing cross-culvert located at 326 Shallow Shore Drive discharges onto the western edge of the lake front parcel. During heavy storm events discharge from the cross-culvert overwhelms an existing private culvert which conveys stormwater to the lake resulting in regular flooding and inundation throughout the rainy season.

The County currently has an undeveloped right-of-way (Bass Street) to the lake approximately 300 feet north of the existing outfall along Shallow Shore Drive which could serve as an alternate to the existing outfall. The project will evaluate water quality alternatives that may be installed prior to discharging in Lake Samish

Project Status:

Design is anticipated in 2021 and construction scheduled to take place in 2022.

Total Estimated Project Cost: \$365,000



Marietta Acquisition Item No. 22 / Database ID No. 07-002

Construction Funding Year(s): 2001 - Present

Project Narrative:

Acquisition of residential properties in the frequently-flooded repetitive flood loss area of Marietta, removal of existing structures and restoration of properties with native vegetation.

Project Status:

Property acquisition began in 2001 and is ongoing. As properties are acquired, structures are removed and native vegetation is planted. All acquisitions are voluntary and the project is ongoing as current property owners decide to sell their properties. Estimated project cost includes some funding for cleanup of up to four former gas stations, though the exact nature of the work is still undefined.

Total Estimated Project Cost: \$3,500,000

Expenditures to Date: \$1,924,000



Marine Drive Levee 2020 Damage Repair Item No. 23 / Database ID No. 20-001

Construction Funding Year(s): 2021

Project Narrative:

The Marine Drive Levee provides flood protection during smaller, more frequent floods to the Marietta area and Slater Road. The levee is located on property owned by the Washington Department of Wildlife who is managing the property for wildlife. The levee backslope was damaged in several locations during flooding in 2020. The project involves restoring the levee crest and backslope to the original geometry while trying to minimize the impacts to existing vegetation.

Project Status:

The project is in the initial design phase. Construction is anticipated for summer of 2021. The FCZD is planning on utilizing FEMA funds to partially fund the project.

Total Estimated Cost: \$345,000

Expenditures to Date: \$0



Abbott Levee Protection and Improvement Project

Item No. 24 / Database ID No. 16-007

Construction Funding Year – 2021 - 2023

Project Narrative:

The project is located along Abbott Road about 1.7 miles east of Hannegan Road. Recent erosion along the Nooksack River has removed a section of riprap that previously protected the land adjacent to the Abbott Levee and Abbott Road. Phase 1 of this project will address the ongoing erosion in this location. The FCZD is also investigating possible road and levee setback options to improve the upstream tie-in of the levee and address a deficiency identified by the US Army Corps of Engineers to maintain the levee's eligibility in the PL 84-99 Levee Rehabilitation Program. This work will be implemented as a second phase of the project.

Project Status:

The project is currently in the preliminary engineering design phase. The FCZD has contracted with an engineering consultant to design measures to help arrest the ongoing erosion with construction planned for summer of 2021. The reach assessment will also provide the technical basis for developing alternatives for upstream improvements as Phase 2.

Total Estimated Cost: \$3,200,000

Expenditures to Date: \$310,000



Lynden Levee Improvement
Item No. 25 / Database ID No. 16-003

Construction Funding Year(s): 2021

Project Narrative:

One 24" culvert and one 48" culvert are located less than 50 feet apart providing interior drainage through the Lynden Levee. One of the pipes drains a channel that flows through the City of Lynden's wastewater treatment plant. The levee has overtopped where the culverts are located, damaging the levee backslope and the small berm that separates the drainage channel from a water treatment settling pond. The conceptual design developed as part of the System-wide Improvement Framework (SWIF) planning process includes relocating the treatment plant drainage channel through a forested area further away from the pond, connecting the two drainages, and replacing the two culverts with a single larger fish-passable culvert with a side-hinge flood gate.

Project Status:

This project is being implemented collaboratively by the FCZD and the USACE. The culvert replacement and levee improvement are being designed by the USACE as part of a levee rehabilitation project. The County is currently at a 60% design level for the reconfigured drainage channel behind the levee. Construction for both portions of this job is expected in 2021. Total project cost includes USACE construction direct contribution.

Total Estimated Cost: \$1,989,000

Expenditures to Date: \$136,000



Jones Creek Debris Flow Protection
Item No. 26 / Database ID No. 07-105

Construction Funding Year(s): 2022

Project Narrative:

This project includes acquisition of residential properties in the high hazard area of the Jones Creek alluvial fan and construction of a setback deflection berm to route debris flows around the town of Acme. The project includes realignment of Turkington Road at the location where it crosses the berm.

Project Status:

Property acquisition began in 2005 and is ongoing. Preliminary design has been performed for the deflection berm and a preferred alternative for Turkington Road has been selected. Detailed design and acquisition of additional lands needed are underway.

Total Estimated Cost:	\$6,657,000
Expenditures to Date:	\$1,682,000



Cougar Creek Early Action Project / Neevel Levee Bank Stabilization Item No. 27 / Database ID No. 16-008

Construction Funding Year(s): 2022

Project Narrative:

The Neevel Levee provides varying levels of protection to a significant amount of agricultural land. Approximately 250 feet of the levee running along Cougar Creek is over-steepened and experiencing sloughing of the riverward face. A stabilization project incorporating large woody debris at the toe and reducing the slope of the riverward face is proposed in the System-wide Improvement Framework (SWIF) to resolve the deficiency identified by the US Army Corps of Engineers and keep the levee eligible for repair under the Public Law (PL) 84-99 Program. An early action project developed through the Floodplain Integrated Planning (FLIP) process includes replacement of the Cougar Creek flood gate and installation of large woody debris in the channel downstream. This project includes both of these components.

Project Status:

Conceptual designs have been developed as part of the SWIF and FLIP planning processes. Detailed design has not been initiated yet.

Total Estimated Cost: \$1,360,000

Expenditures to Date: \$0



Everson Overflow Pipeline Stabilization Item No. 28 / Database ID No. 20-002

Construction Funding Year(s): 2023

Project Narrative:

A portion of the bank within the Everson overflow corridor was damaged during the 2020 flood season. The damage site is located near a petroleum pipe crossing the Nooksack River. The FCZD is exploring options to stabilize the bank and protect the high ground divide that controls how much overflow occurs at Everson.

Project Status:

The project is in the initial design phase. Construction is anticipated for summer of 2023. The FCZD is planning on utilizing FEMA funds to partially fund the project. Initial cost estimate are for design purposed only.

Total Estimated Design Cost: \$160,000

Expenditures to Date: \$0



Truck Road 2020 Flood Damage Item No. 29 / Database ID No. 20-003

Construction Funding Year(s): 2023

Project Narrative:

The project is located along Truck Road about 0.3 miles easterly from Mt. Baker Highway (SR 542). During high-water events of the 2017/2018 winter, the North Fork Nooksack River eroded the unprotected bank of Truck Road to within 13 feet of the roadway surface. This prompted an emergency project to construct a passive riprap revetment underneath a section of the roadway to provide immediate protection. Flooding during 2020 eroded the remaining bank exposing the recently constructed riprap revetment and destabilizing a portion of the north bound lane. Jersey barriers were placed by county crews to block off this lane to traffic. The FCZD is evaluating road realignment and bank stabilization alternatives to provide a long-term solution in this area.

Project Status:

An analysis of road realignment and bank stabilization alternatives is planned for 2021. Preliminary design of the preferred alternatives will be initiated once the preferred alternative is selected. Construction of the road setback is anticipated to occur in 2023. The FCZD is seeking FEMA funds to partially fund the project. Project cost listed is for design only.

Total Estimated Design Cost: \$160,000

Expenditures to Date: \$0



Bertrand Creek Levee Stabilization
Item No. 30 / Database ID No. 16-005

Construction Funding Year(s): 2023

Project Narrative:

The Bertrand Creek Right and Left Bank Levees are designed to overtop during larger floods, but provide protection to agricultural land during the growing season. The left bank levee has a 250 foot long section where erosion is threatening the levee prism. The right bank levee face is sloughing at three locations with a total length of approximately 250 feet. The levees will have to be repaired to remain eligible for rehabilitation through the Public Law (PL) 84-99 program.

Project Status:

A conceptual design has been developed as part of the System-wide Improvement Framework (SWIF) planning process. Detailed design has not been initiated yet.

Total Estimated Cost: \$190,000

Expenditures to Date: \$0



Devries Levee Improvements
Item No. 31 / Database ID No. 16-008

Construction Funding Year(s): 2025

Project Narrative:

This project involved widening the levee crest and backsloping the levee to meet the USACE's levee geometry standards (SWIF project).

Project Status:

A conceptual design has been developed as part of the SWIF planning process. Detailed design has not been initiated yet.

Total Estimated Cost: \$250,000

Expenditures to Date: \$0



Upper Hampton Levee Improvements Item No. 32 / Database ID No. 16-006

Construction Funding Year(s): 2025

Project Narrative:

Several deficiencies were identified by the US Army Corps of Engineers on the Upper Hampton Levee. Improvements to the levee geometry are proposed in two locations and improvement to address seepage is proposed at a third location.

Project Status:

A conceptual design has been developed as part of the System-wide Improvement Framework (SWIF) planning process. Detailed design has not been initiated yet.

Total Estimated Cost: \$700,000

Expenditures to Date: \$0



Ferndale Levee Improvement Project

Item No. 33 / Database ID No. 07-104

Construction Funding Year(s): 2025 - 2026

Project Narrative:

Two levee segments, one sponsored by the City of Ferndale and one by the FCZD and Diking District #1, provide protection to the three treatment facilities along Ferndale Road. The US Army Corps of Engineers has identified several deficiencies along these two levee segments, including a gap in which super sacks filled with sand have been placed. The 1999 Comprehensive Flood Hazard Management Plan recommended improving these levees to provide 100-year protection to the City and the treatment facilities. The System-wide Improvement Framework (SWIF) also includes this project to address the identified levee deficiencies.

Project Status:

This project is currently in the design phase. Alternative analysis is being conducted by an engineering consultant. A 60 percent design level plan of the proposed levee configuration is anticipated Fall of 2022. Grant funding has been secured to complete this design. Construction of the project is anticipated in 2025 or 2026.

Total Estimated Design Cost: \$1,200,000

Expenditures to Date: \$550,000



Glacier-Gallup Creeks Alluvial Fan Restoration

Item No. 34 / Database ID No. 18-006

Construction Funding Year(s):

2026

Project Narrative:

The Glacier Creek Levee on the left (west) bank of the creek was constructed in the 1960s to prevent overflows into Gallup Creek and damage to State Route (SR) 542. Since construction, the levee has been subject to ongoing damage. Constriction of the Glacier-Gallup channel migration zone (CMZ) has exacerbated aggradation upstream of SR 542 and severely degraded fish habitat. WSDOT replaced the Gallup Creek bridge and is working to construct a new bridge over Glacier Creek and the alluvial fan between the two creeks. The FCZD is developing a project in coordination with WSDOT and is evaluating the feasibility of full or partial removal of levees blocking natural channel migration on the Glacier and Gallup Creeks alluvial fan and construction of a setback levee on Gallup Creek to protect the Community of Glacier.

Project Status:

A feasibility study and alternatives analysis for evaluating levee removal and setback alternatives was initiated in late 2018. Preliminary design of the preferred alternative will be initiated once the preferred alternative is selected. Construction of the levee removal and setback is anticipated to occur concurrently with the Glacier Creek bridge replacement in 2026.

Total Estimated Project Cost: TBD

Expenditures to Date: \$185,000



Dahlberg Wetland Mitigation Site Item No. 35 / Database ID No. 20-004

Construction Funding Year(s): 2020 - 21

Project Narrative:

The FCZD is working to restore a recently purchased property northeast of Ferndale. The property has a dilapidated farm house. The site will be utilized for wetland mitigation on future project.

Project Status:

FCZD has purchased the subject property and is working on demolishing the existing structure on site. Planting and restoring will follow.

Total Estimated Cost: \$100,000

Expenditures to Date: \$0



Floodplain Acquisition

Item No. 36 / Database ID No. 07-002

Acquisition Funding Year(s): 2017- TBD

Project Narrative:

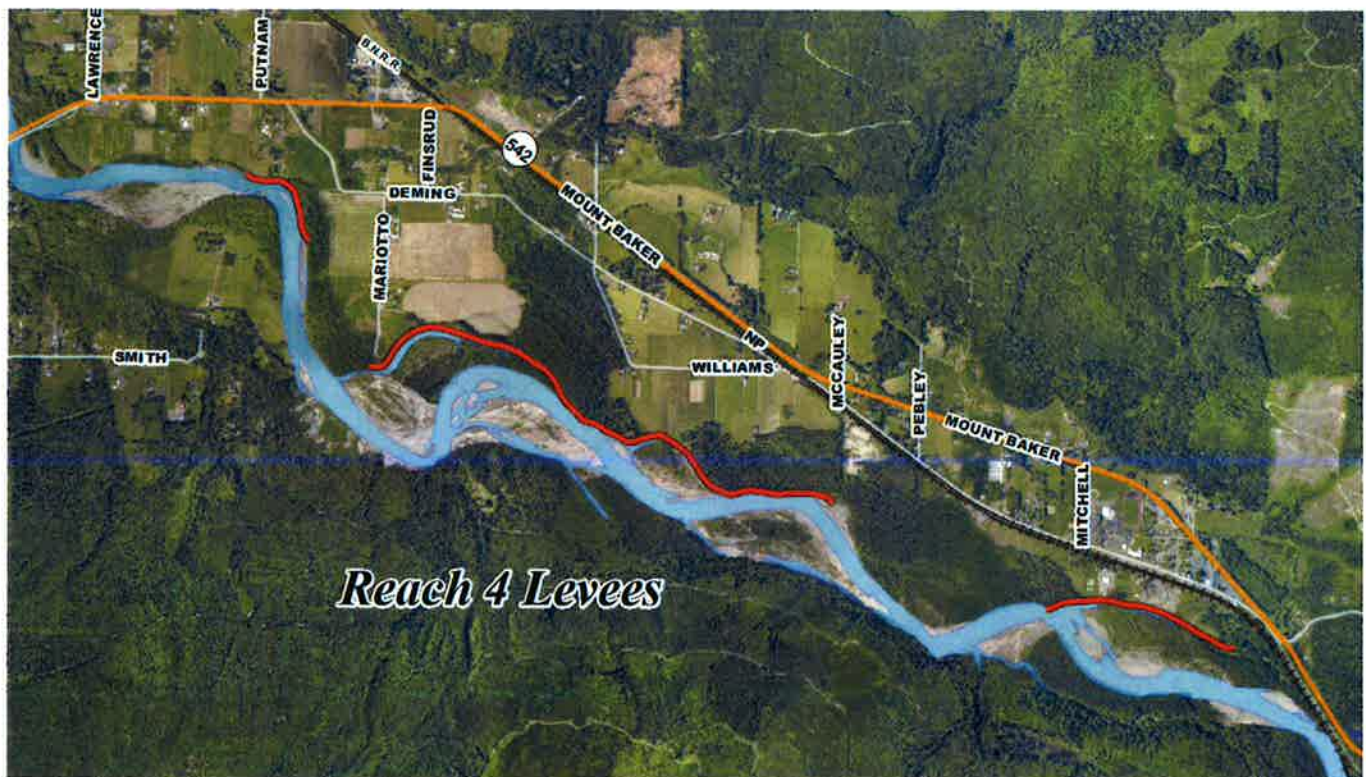
Reach-scale projects to reconfigure flood infrastructure are being evaluated through the integrated planning processes that started with the System-wide Improvement Framework (SWIF) and has transitioned into the Floodplain Integrated Planning (FLIP) process. The goal of this work is to reduce flood risk and expenditures and restore habitat and the processes that form it.

Voluntary acquisition of lands is proposed to enable future levee reconfigurations to reduce flood risk and future levee repairs, while improving habitat.

Project Status:

Acquisition of one property in Reach 4 was completed in 2020. Discussions with additional property owners will occur in 2021 and 2022.

Total Estimated Cost:	TBD
Expenditures to Date:	\$1,035,000



Emergency/New Projects
Item No. 37 Database ID No. 08-003

Construction Funding Year(s): 2021 - 2026

Project Narrative:

This item provides funding to address unanticipated projects resulting from new damage to flood control facilities.

Project Status:

Design and construction to occur as necessary.

Total Estimated Project Cost: \$125,000 to \$425,000/year

Expenditures to Date: N/A

Due to the nature of this item, no map exists. Board of Supervisors review and prioritization will be sought at the appropriate time.