

**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  
NOVEMBER 24, 2020**

**INCLUDES INFORMATION  
FOR THE FOLLOWING MEETINGS:**

**8:45 A.M. – NATURAL RESOURCES COMMITTEE  
(ENDS NO LATER THAN 9:15 A.M.)**

**9:25 A.M. CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE  
(ENDS NO LATER THAN 10:25 A.M.)**

**10:35 A.M. - FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE  
(MAY BEGIN EARLY; ENDS NO LATER THAN 12:15 P.M.)**

**1 P.M. – PUBLIC WORKS AND HEALTH COMMITTEE  
(ENDS NO LATER THAN 1:40 P.M.)**

**1:45 P.M. – PLANNING AND DEVELOPMENT COMMITTEE  
(MAY BEGIN EARLY; ENDS NO LATER THAN 2:30 P.M.)**

**2:40 P.M. – COMMITTEE OF THE WHOLE  
(MAY BEGIN EARLY; ENDS NO LATER THAN 5 P.M.)**

**COUNCIL (6 P.M.)**

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**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](http://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](http://WWW.WHATCOMCOUNTY.US/3415/PARTICIPATE-IN-VIRTUAL-COUNCIL-MEETINGS)  
OR CONTACT THE COUNCIL OFFICE AT 360.778.5010**

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# **COMMITTEE AGENDAS**

## **NATURAL RESOURCES COMMITTEE**

8:45 a.m. TUESDAY, November 24, 2020 (ENDS NO LATER THAN 9:15 A.M.)

Virtual Meeting

**Call To Order**

**Roll Call**

**Special Presentation**

1. AB2020-544 Update on the Firewise Program  
**Pages 1 - 2**

**Items Added by Revision**

**Other Business**

**Adjournment**

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## **CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE**

9:25 a.m. TUESDAY, November 24, 2020 (ENDS NO LATER THAN 10:25 A.M.)

Virtual Meeting

**Call To Order**

**Roll Call**

**Special Presentation**

1. AB2020-501 Presentation and discussion of Public Defense Policies for conflict of Codefendants and Case Weighting Standards for Whatcom County Public Defender's Office  
**Pages 3 - 38**

**Items Added by Revision**

**Other Business**

**Adjournment**

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## **FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE**

10:35 a.m. TUESDAY, November 24, 2020 (MAY BEGIN EARLY / ENDS NO LATER THAN 12:15 P.M.)

Virtual Meeting

**Call To Order**

**Roll Call**

**Committee Discussion and Recommendation to Council**

1. AB2020-494 Ordinance amending the 2020 Whatcom County Budget, request no. 21, in the amount of \$316,676  
**Pages 39 - 47**
2. AB2020-495 Ordinance establishing the Shallow Shore Culvert Relocation Fund and establishing a project based budget for the Shallow Shore Culvert Relocation Fund  
**Pages 48 - 53**
3. AB2020-496 Ordinance amending the project budget for the Public Safety Radio System Fund, request no. 2  
**Pages 54 - 58**



4. AB2020-545 Request authorization for the County Executive to enter into a Transfer Option Agreement between Whatcom County and Opportunity Council for the transfer of property located at 1000 North Forest Street for the purposes of developing 60 permanently affordable homes for seniors  
**Pages 59 - 71**
5. AB2020-472 Resolution certifying amounts to be levied by Whatcom County taxing districts to the County Assessor  
**Pages 72 - 147**

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

1. AB2020-528 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Traffic Safety Commission for overtime funding to conduct high visibility enforcement (HVE) traffic safety emphasis patrols to address impaired driving, distracted driving, and motorcycle safety, in the amount of \$7,800.00  
**Pages 148 - 169**
2. AB2020-529 Resolution ordering the cancellation of unredeemed checks (warrants) more than one year old  
**Pages 170 - 176**
3. AB2020-530 Request authorization for the County Executive to enter into a contract between Whatcom County and Compass Health to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$157,721  
**Pages 177 - 190**
4. AB2020-531 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lighthouse Mission Ministries to extend the contract for two months in the amount of \$51,543 for a total amended contract amount of \$347,443  
**Pages 191 - 198**
5. AB2020-532 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Washington State Health Care Authority to support Medicaid related outreach and linkage activities to Whatcom County residents  
**Pages 199 - 255**
6. AB2020-533 Request authorization for the County Executive to enter into a contract between Whatcom County and SeaMar Community Health Services to provide operational support of the Whatcom County COVID-19 Temporary Housing Facility, in the amount of \$238,650  
**Pages 256 - 280**
7. AB2020-534 Request authorization for the County Executive to enter into a contract between Whatcom County and Sustainable Connections to support a marketing campaign aimed at stimulating and supporting economic health and recovery of small businesses in Whatcom County, in response to COVID-19, in the amount of \$160,000  
**Pages 281 - 298**
8. AB2020-537 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$308,500  
**Pages 299 - 305**
9. AB2020-539 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Sargent Engineers, Inc. to increase the original contract amount of \$45,000 by \$30,000 for a new amount not to exceed \$75,000  
**Pages 306 - 312**
10. AB2020-540 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Trantech Engineering, LLC to increase the original contract amount of \$45,000 by \$45,000 for a new amount not to exceed \$90,000  
**Pages 313 - 319**

11. AB2020-541 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to update the Whatcom County Natural Hazard Mitigation Plan, in the amount of \$75,000  
**Pages 320 - 352**
12. AB2020-547 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Bellingham School District for reimbursement of eligible COVID-related technology expenses, in the amount of \$449,185  
**Pages 353 - 366**
13. AB2020-548 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Ferndale School District for reimbursement of eligible COVID-related PPE and technology expenses, in the amount of \$186,000  
**Pages 367 - 380**
14. AB2020-550 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and SeaMar Community Health Services in the amount of \$506,546.46 for a total amended contract amount of \$1,619,708  
**Pages 381 - 394**

**Items Added by Revision**

**Other Business**

**Adjournment**

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**PUBLIC WORKS AND HEALTH COMMITTEE**

**1:00 p.m. TUESDAY, November 24, 2020 (ENDS NO LATER THAN 1:40 P.M.)**

**Virtual Meeting**

**Call To Order**

**Roll Call**

**Committee Discussion and Recommendation to Council**

1. AB2020-431 Resolution affirming racism as a Public Health Crisis  
**Pages 395 - 399**

**Items Added by Revision**

**Other Business**

**Adjournment**

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**PLANNING AND DEVELOPMENT COMMITTEE**

**1:45 p.m. TUESDAY, November 24, 2020 ( MAY BEGIN EARLY / ENDS NO LATER THAN 2:30 P.M.)**

**Virtual Meeting**

**Call To Order**

**Roll Call**

**Committee Discussion**

1. AB2020-508 Discussion of Planning Commission recommendations to: (1) Create a citizen advisory body to address the issue of public participation in local government affairs, and (2) Consider implementing an impact fee ordinance  
**Pages 400 - 406**

**Items Added by Revision**

**Other Business**

**Adjournment**

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**COUNCIL COMMITTEE OF THE WHOLE**

**2:40 p.m. TUESDAY, November 24, 2020 (MAY BEGIN EARLY / ENDS NO LATER THAN 5:00 P.M.)  
Virtual Meeting**

**Call To Order**

**Roll Call**

**Committee Discussion**

1. AB2020-219 Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)  
**Page 407**

2. AB2020-484 Discussion of the County Executive's recommended 2021-2022 Biennium Budget  
**Pages 408 - 409**

**FOR DISCUSSION: INVESTIGATE THE POSITIVES AND NEGATIVES OF  
IMPLEMENTING A COUNTYWIDE MOTOR POOL**

**(ADDITIONAL BUDGET ITEMS MAY BE DISCUSSED)**

3. AB2020-345 Discussion of proposed Cherry Point amendments  
**Pages 410 - 489**

**Items Added by Revision**

**Other Business**

**Adjournment**

# **COUNCIL AGENDA**

## **REGULAR COUNCIL MEETING**

**6:00 p.m. TUESDAY, November 24, 2020**

**Virtual Meeting**

## **CALL TO ORDER**

## **ROLL CALL**

## **FLAG SALUTE**

## **ANNOUNCEMENTS**

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

## **COUNTY EXECUTIVE'S REPORT**

## **MINUTES CONSENT**

- |    |             |   |                               |
|----|-------------|---|-------------------------------|
| 1. | MIN2020-105 | Committee of the Whole Executive Session for October 27, 2020 | <b><u>Pages 490 - 493</u></b> |
| 2. | MIN2020-108 | Committee of the Whole for October 27, 2020                   | <b><u>Pages 494 - 498</u></b> |
| 3. | MIN2020-109 | Regular County Council for October 27, 2020                   | <b><u>Pages 499 - 520</u></b> |
| 4. | MIN2020-110 | Special Council for November 2, 2020                          | <b><u>Pages 521 - 525</u></b> |
| 5. | MIN2020-111 | Special Council Budget Work Session for November 5, 2020      | <b><u>Pages 526 - 532</u></b> |
| 6. | MIN2020-112 | Special Council Budget Work Session for November 12, 2020     | <b><u>Pages 533 - 544</u></b> |

## **PUBLIC HEARING**

To participate, see instructions at [www.whatcomcounty.us/joinvirtualcouncil](http://www.whatcomcounty.us/joinvirtualcouncil) or contact the Council Office at 360.778.5010.

- |    |                   |   |
|----|-------------------|---|
| 1. | <u>AB2020-466</u> | Ordinance amending Whatcom County Code Section 1.14, adjusting Precinct Boundary Lines and Precinct Maps<br><b><u>Pages 545 - 549</u></b>   |
| 2. | <u>AB2020-447</u> | Ordinance adopting the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities (2021-2026) and repealing the Six-Year CIP for Whatcom County Facilities (2019-2024)<br><b><u>Pages 550 - 605</u></b> |
| 3. | <u>AB2020-490</u> | Ordinance authorizing the 2021 Whatcom County Unified Fee Schedule<br><b><u>Pages 606 - 663</u></b>   |
| 4. | <u>AB2020-491</u> | Resolution adopting 2021 budget for the Point Roberts Transportation Benefit District (Council acting as the governing body of the Point Roberts Transportation Benefit District)<br><b><u>Pages 664 - 666</u></b>    |
| 5. | <u>AB2020-493</u> | Resolution adopting the 2021 budget for the Whatcom County Flood Control Zone District and Subzones (Council acting as the Flood Control Zone District Board of Supervisors)<br><b><u>Pages 667 - 683</u></b>         |

6. AB2020-509 Ordinance authorizing the levy of taxes for County and State purposes in Whatcom County, Washington, for the year 2021  
**Pages 684 - 725**
7. AB2020-510 Ordinance authorizing the Levy of Taxes for Countywide Emergency Medical purposes for 2021  
**Pages 726 - 727**
8. AB2020-511 Ordinance limiting the General Fund property tax levy  
**Pages 728 - 729**
9. AB2020-512 Ordinance authorizing the Levy of Taxes for County Conservation Futures Purposes for 2021  
**Pages 730 - 731**
10. AB2020-513 Ordinance authorizing the Levy of Taxes for road purposes for 2021  
**Pages 732 - 733**
11. AB2020-514 Resolution authorizing the levy of taxes for the Whatcom County Flood Control Zone District for 2021 (Whatcom County Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Pages 734 - 735**
12. AB2020-504 Ordinance in the matter of the adoption of the final budget of Whatcom County for the Biennium 2021-2022  
**Pages 736 - 755**
13. AB2020-520 Ordinance imposing an interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point urban growth area, the primary purpose of which would be the shipment of unrefined fossil fuels not to be processed at Cherry Point  
**Pages 756 - 761**

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

To participate, see instructions at [www.whatcomcounty.us/joinvirtualcouncil](http://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)

1. AB2020-528 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Traffic Safety Commission for overtime funding to conduct high visibility enforcement (HVE) traffic safety emphasis patrols to address impaired driving, distracted driving, and motorcycle safety, in the amount of \$7,800.00  
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**Pages 763 - 819**
6. AB2020-533 Request authorization for the County Executive to enter into a contract between Whatcom County and SeaMar Community Health Services to provide operational support of the Whatcom County COVID-19 Temporary Housing Facility, in the amount of \$238,650  
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**Pages 367 - 380**
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**Pages 381 - 394**

## **OTHER ITEMS**

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

1. AB2020-494 Ordinance amending the 2020 Whatcom County Budget, request no. 21, in the amount of \$316,676  
**Pages 39 - 47**
2. AB2020-495 Ordinance establishing the Shallow Shore Culvert Relocation Fund and establishing a project based budget for the Shallow Shore Culvert Relocation Fund  
**Pages 48 - 53**
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**Pages 54 - 58**
4. AB2020-472 Resolution certifying amounts to be levied by Whatcom County taxing districts to the County Assessor  
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5. AB2020-545 Request authorization for the County Executive to enter into a Transfer Option Agreement between Whatcom County and Opportunity Council for the transfer of property located at 1000 North Forest Street for the purposes of developing 60 permanently affordable homes for seniors  
**Pages 59 - 71**

### **(From Council Public Works and Health Committee)**

6. AB2020-431 Resolution affirming racism as a Public Health Crisis  
**Pages 395 - 399**

## **ITEMS ADDED BY REVISION**

## **INTRODUCTION ITEMS**

Council action will not be taken. The council may accept these items for introduction (no action) in a single motion. Changes, in terms of committee assignment for example, may be made at this time.

1. AB2020-524 Ordinance creating a Child and Family Well-Being Task Force  
**Pages 819 - 824**
2. AB2020-535 Ordinance amending the project budget for the E. Smith/Hannegan Road Intersection Improvements Fund, request no. 1  
**Pages 825 - 832**
3. AB2020-536 Ordinance amending the project budget for the Marine Drive, Locust Ave to Alderwood Ave, Reconstruction Fund, request no. 1  
**Pages 833 - 840**
4. AB2020-542 Ordinance amending Silver Lake Park Improvement Fund, request no. 2  
**Pages 841 - 845**
5. AB2020-543 Ordinance amending the 2021 Whatcom County Budget, request no. 1, in the amount of \$14,781,015  
**Pages 846 - 856**

6. AB2020-546 Ordinance amending Whatcom County Code 2.98, Point Roberts Community Advisory Committee, to revise membership and meeting procedures to broaden representation and improve transparency  
**Pages 857 - 859**
7. AB2020-552 Receipt of application to Drainage Improvement District #7, Supervisor Position 3 - Applicant(s): Rod Stump (deadline for additional applications for this position is 10 a.m. on December 1, 2020)  
**Pages 860 - 864**

**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: AB2020-544

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<b>File ID:</b>	AB2020-544	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/10/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Presentation		
<b>Assigned to:</b>	Council Natural Resources Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Update on the Firewise Program

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Update on the Firewise Program

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:

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**Attachments:** Wildfire Risk Reduction Accomplishments - Whatcom Conservation District



# Wildfire Risk Reduction Program

Summary of Accomplishments Jan 2019 - Dec 2020

## Wildfire Risk Assessments

32 assessments & reports completed



Trained staff met with landowners on their property to discuss wildfire risk & offer specific recommendations for improving the wildfire safety of the property. Follow-up reports were provided with photos & recommendations. Hard copy resources were also provided to each landowner.

## Fuels Reduction/Chipping

60 tons of material removed & chipped

Landowners around the county worked to remove down tree debris & prune up tree branches to reduce the wildfire risk around their structures. Chipping costs were covered through partnerships, grants, & community funds. Chipping provides a great alternative to burning.



## Firewise USA Program

1 new Firewise Site, 3 in progress

Through this program, neighbors are working together to address their shared risk. There are 6 Firewise Sites currently in Whatcom County. Chuckanut Crest, Mt. Baker Rim, Peaceful Valley & Sudden Valley are also engaged in wildfire planning & may be added to the program in the future.



## Capacity Building

An additional \$15,000 leveraged

WCD leveraged county funds for an additional \$15,000 in cash & in-kind contributions that allowed 5 chipping projects to occur & additional risk assessments to be provided. WCD partnered with local, state, & federal organizations to get projects on the ground.



## Wildfire Awareness Month

May 2020 County Proclamation

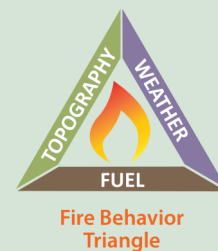
To support the county proclamation of May as Wildfire Awareness Month, WCD launched a media campaign focused on wildfire preparedness. It included articles, social media posts, radio content, & mailers. New wildfire information pages were created on the WCD website.



## Community Education

Over 700 residents reached

Whatcom County residents in vulnerable areas were reached through workshops, presentations & targeted mailers. Tools & resources were provided to residents on improving the fire-resistance of structures, fire-resistant landscaping, fire behavior, and response.





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-501

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<b>File ID:</b>	AB2020-501	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	10/29/2020	<b>Entered by:</b>	TAdrian@co.whatcom.wa.us		
<b>Department:</b>	Prosecuting Attorney's Office	<b>File Type:</b>	Presentation		
<b>Assigned to:</b>	Council Criminal Justice and Public Safety Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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Primary Contact Email: [tadrian@co.whatcom.wa.us](mailto:tadrian@co.whatcom.wa.us) <<mailto:tadrian@co.whatcom.wa.us>>

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

Presentation and discussion of Public Defense Policies for conflict of Codefendants and Case Weighting Standards for Whatcom County Public Defender's Office

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

Presentation and discussion of Public Defense Policies for conflict of Codefendants and Case Weighting Standards for Whatcom County Public Defender's Office, pursuant to WCC 2.09

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council Criminal Justice and Public Safety Committee	HELD IN COMMITTEE	Council Criminal Justice and Public Safety Committee

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**Attachments:** Public Defense Policies.pdf, WCPDO case weighting standards

**WHATCOM COUNTY  
PUBLIC DEFENSE  
ADVISORY  
COMMITTEE**

# Memo

**To:** The Whatcom County Council  
The Honorable Barry Buchanan, Chair

**And to:** The Honorable Satpal Sidhu,  
Whatcom County Executive

**From:** Robert E. Olson, Judge *REO*  
Whatcom County Superior Court  
Advisory Committee Chair *pro tempore*

**Date:** April 30, 2020

**Re:** Public Defense Policies for Conflict of Codefendants and  
Case Weighting Standards

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Esteemed members of the Whatcom County Council and Executive Sidhu:

Whatcom County Code 2.09.090 establishes a Public Defense Advisory Committee, mandating that the Committee "advise the county executive and the county council on matters regarding the defense of the indigent." Over the course of the past few months, the committee has met several times to discuss the state of indigent defense. The Committee's work has been greatly assisted by the input from the Whatcom County Prosecuting Attorney Civil Division, Mr. George Roche, Senior

Deputy Prosecutor, and the Director of the Whatcom County Public Defender Office, Mr. Starck Follis, and Chief Deputy Public Defender, Ms. Maialisa Vanyo.

The obligation to provide indigent defense is ultimately a nondiscretionary obligation arising under both our State and Federal Constitutions. The Advisory Committee has noted a number of challenges in meeting this obligation. However, it is important to note that the professional attorneys employed by the County in furtherance of this obligation, all are of the highest caliber and perform their duties to the very best of their abilities and to the highest standards. I can say this both as a former employee of the Whatcom County Public Defender Office and as a Superior Court Judge.

The three most prominent challenges facing proper indigent defense in Whatcom County are

1. County Code Chapter 2.09, caseload standards and case weighting;
2. Codefendants and Public Defender conflicts of interest; and
3. Resources for Whatcom County's criminal justice system.

Because many stakeholders, including the Council, the Executive and the Prosecuting Attorney, necessarily have an interest in how any policy changes are effected, the Advisory Committee recognizes that the details of any changes will need thorough discussion, vetting, legal authorization and implementation. Thus, this memorandum is not going to recommend specific plans, but, rather, a series of policy principles we believe are necessary to meet the County's indigent defense obligations.

### **Caseload Standards and Case Weighting**

Whatcom County currently receives State funds for indigent defense through the State Office of Public Defense (OPD). The American Bar Association, the Washington State Bar Association, and OPD all mandate both standards for indigent

defense and case load limits for attorneys providing indigent defense. OPD specifically requires that our public defenders meet caseload standards as a condition of receiving State funding, and actively tracks the number of cases being handled by Whatcom County Public Defenders. In recent years OPD has expressed concerns about Chapter 2.09 of the County Code, stating specifically that we are out of compliance with RCW 10.101.030. Additionally, OPD has repeatedly asked that Whatcom County enact legislation that would establish case weighting within indigent defense practice.

Crudely, cases can be counted on the basis of a single cause number equaling one case. But counting cases in this way fails to appreciate the differences that exist within the cases themselves. For example consider the difference between a high profile murder case, and a case involving the simple possession of drugs. Case weighting policies account for the different workloads presented by different types of crimes, and strengthen the criminal justice system as a whole. Most similarly situated counties in western Washington have already implemented case weighting policies. Attached to this memorandum as Appendix A is a sample case weighting plan developed by the Whatcom County Public Defender Office that demonstrates how cases could be weighted to ensure that attorneys representing clients with more serious charges can provide an adequate defense and meet our county's due process obligations: Because it appears quite obvious that different types of cases require a different volume of legal professionals' thought power and work effort, the Advisory Committee recommends that Whatcom County adopt a case weighting policy of which the plan developed by the Public Defender Office is an excellent example. Additionally, the Advisory Committee recommends that Whatcom County Code be amended to conform to the requirements of RCW 10.101.030.

### **Codefendants and Public Defender Conflicts of Interest**

At present, our Public Defender Office decides on a case-by-case basis whether codefendants in a crime are sent out of the Office because a conflict of interest exists in endeavoring to represent both defendants. Attached as Appendix B is an April 10, 2020, memorandum from Mr. George Roche. Mr. Roche advises the Public Defender regarding the Office's legal obligations and risks of liability. While the current rules governing conflicts give the Public Defender some discretion regarding what cases should be conflicted, the exercise of that discretion, *i.e.*, a decision to keep codefendants rather than sending one of the defendants to a county contracted conflict attorney, necessarily represents a potential liability if a later court decision determines that the Public Defender should not have kept all codefendants. In addition to this potentially giving rise to lawsuits for civil liability, it would also likely mean that the criminal case was reversed and would have to be re-tried, with all of the attendant costs and risks to public safety. Conflicts of interest are quite dynamic, and they change frequently throughout the timeline of any given case. Many of the co-defendant cases that are not initially conflicted by the Public Defender's Office require conflict immediately before trial because of an emerging conflict of interest, which creates added administrative costs and presents many legal issues in the case itself. Therefore, the Advisory Committee, in line with Mr. Roche's view regarding best practices, recommends that Whatcom County establish a strict policy that the Public Defender Office conflict out all codefendants.

Obviously, such a decision will have a number of consequences that must be considered by all stakeholders. At present, Whatcom County has a patchwork system of contracted conflict attorneys working in the private bar to take conflict cases on a case-by-case basis. At the end of last year and the beginning of this year, that system was severely stressed, and there were a number of times where the Court Clerk's Office could not find attorneys to take conflict cases, leaving indigent

defendants with no representation for various periods of time. Those cases finally found representation, but only by reaching out to attorneys in Island County. There are a number of other possibilities for providing conflict counsel that have been discussed, including contracts with local firms who receive a set number of cases per year or month for a bottom-line dollar amount, structuring a second County Public Defender Office that can absorb the bulk of codefendant conflict cases, or trying to orchestrate a relationship with a sister-county public defender office to fund an attorney or attorneys in both offices to take conflict defendants for each other.

While the cost of implementing this policy may seem out-of-reach at this time, and recognizing that transition costs would probably not be recoupable, it is worth noting that a strict policy of conflicting out all codefendants would likely reduce the current Public Defender workload, and resources from that office could be readjusted to a second county office or to fund contracts with private law firms.

### **Resources for Whatcom County's Criminal Justice System**

The Advisory Committee recognizes that the current emergency involving the COVID-19 outbreak has had, and will certainly continue to have, negative economic effects with their consequential impact on County resources. Nonetheless, while the Courts and our whole criminal justice system are in a mode of reduced operations at this time, as restrictions ease, it should not be doubted that there will likely be a lengthy surge of both new cases and cases that have been deferred. Protecting Whatcom County's obligation to provide proper indigent defense must receive a priority, exactly because many people who in the past might have been able to afford hiring private defense counsel will now have been out work and will likely qualify for publicly appointed counsel. So, the surge for our Public Defender Office will be twofold; cases will increase because restrictions are being eased and more people will be eligible for a public defender. The Advisory Committee recommends that the County decisions be as protective as possible of public defense resources, and



contemplate finding additional local sources of revenue but also consider lobbying for State or Federal relief specifically earmarked to support our County's criminal justice system.

Thank you for taking the time to consider the Committee's advice.

**WHATCOM COUNTY  
PROSECUTING  
ATTORNEY**

# Memo

**To:** Public Defender Advisory Committee and Satpal Sidhu

**CC:** Tyler Schroeder, Chris Quinn, Karen Frakes, Starck Follis, Maialisa Vanyo

**From:** George Roche

**Date:** 5/13/2020

**Re:** Standards for Indigent Defense and County Code Ch. 2.09

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As you all know, the County is running into a variety of issues with indigent defense services; this memorandum discusses three of those issues. The first two issues outlined in this memorandum relate to standards listed in RCW 10.101.030, and the sufficiency of the existing chapter 2.09 WCC. The second issue relates to caseload limits set by the Washington's Court Rules, specifically the Standards for Indigent Defense services (*SID*).<sup>1</sup> More specifically, the third issue centers on the felony caseload limit of 150 cases per year, as prescribed by *SID* 3.4. During the 2019 calendar year, the County was forced to address the issue of caseload limits

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<sup>1</sup> See [https://www.courts.wa.gov/court\\_rules/pdf/CrR/SUP\\_CrR\\_03\\_01\\_Standards.pdf](https://www.courts.wa.gov/court_rules/pdf/CrR/SUP_CrR_03_01_Standards.pdf)

through outsourcing, and the allocation of funding for temporary employees. However, the issue does not appear to be limited to the 2019 calendar year.

This memorandum will outline my thoughts on these issues, and to argue in favor of both amending County code chapter 2.09 and implementing a case-weighting policy through legislative action.

## **I. Background**

In 2010, the Washington State Supreme Court reminded us of the fundamental right that all persons have to effective indigent defense counsel.<sup>2</sup> In the wake of the Supreme Court's *ANJ* opinion, it was apparent that some jurisdictions had strayed so far from the constitutional promise of effective representation that the Supreme Court felt it was necessary to promulgate a set of rules related to indigent defense services. Those rules (the *SID*) have been in effect since October 2012, and are applied within the court rules governing criminal procedures.<sup>3</sup>

Historically, the Whatcom County Public Defender's Office (PD's office) has been successful in its efforts to provide representation that is consistent with the *SID*, but recent years have presented significant challenges in meeting felony caseload standards. The PD's office is currently grant-compliant with the Washington State Office of Public Defense (OPD), and expects to continue taking advantage of those funding opportunities under RCW 10.101.050. However, OPD has expressed significant reservations about the sufficiency of the County's relevant code provisions, and has asked that the County adopt code provisions consistent with the requirements of RCW 10.100.030.

## **II. Issues**

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<sup>2</sup> See *State v. A.N.J.*, 168 Wash. 2d 91 (2010).

<sup>3</sup> The *SID* has been enacted in both the Superior court rules, CrR, and in the rules for courts of limited jurisdiction, CrRLJ.

1. RCW 10.100.030

RCW 10.100.030 requires that the County adopt standards for indigent defense service, and articulates a series of topics that should be addressed in local codes statewide. Our current standards for indigent defense services are outlined in chapter 2.09 WCC, and it only provides a generic catchall standards section. OPD has recently objected to our existing code as being insufficient in light of RCW 10.100.030. In response I argued that the catchall provision requires our compliance with outside standards sufficient to satisfy the requirements RCW 10.100.030. However, it would be preferable to modernize this code section to reflect the changes on indigent defense standards statewide. I am currently drafting a proposed amendment to chapter 2.09 WCC, and I will circulate that draft for commentary.

2. Conflicts of Interest

Pursuant to WCC 2.09.080, the Public Defender is obligated to notify the Director of Assigned Counsel of any apparent conflict of interest, and the Director of Assigned Counsel then must re-assign those cases to outside firms. This standard is subjective, and can be read as being broader than the standards set by the Rules of Professional Conduct (RPCs). Therefore, amendment to county code is advisable.

3. Case-weighting

Currently, the County is facing two separate (albeit connected) issues presented by the standards set by *SID* 3.4: (1) the PD's office is in danger of running afoul of the caseload limits prescribed by *SID* 3.4, and (2) ensuring compliance with *SID* 3.4 by implementing the proposed case-weighting policy during the 2020 calendar year will result in a quantifiable increase to the caseload of the PD's office..

The possible ramifications of *SID* 3.4 violations could include: loss of outside funding sources, collateral attack on criminal convictions, civil liability related to due process violations<sup>4</sup>, and civil municipal liability.

### **III. Legal Standards**

#### **1. RCW 10.101.030**

This statute requires us to adopt internal standards that specifically address:

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.

Adapting our code to incorporate these standards is an absolute necessity. OPD is strongly encouraging us to make that change, and has offered us examples enacted by other counties. Legislative action is required to come into compliance with state law. Currently, the Public Defender is working in conjunction with the Prosecutor's Office to draft proposed changes to the code, and with your support the Public Defender will pursue these amendments as soon as possible.

#### **2. Conflicts of Interest**

Generally, RPCs 1.7, 1.8, 1.9, 1.10, 1.11, and 1.12 govern conflicts of interest. I will dispense with a detailed analysis of the many intricacies that exist within the scope of these rules, and instead will focus specifically on the issue of co-defendant representation at the Public Defender's office. This issue is centered on RPC 1.7's prohibition against representing a client when there is a significant risk that the representation will be limited by the responsibilities owed to another client. When

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<sup>4</sup> The city of Mount Vernon recently experienced liability related to inadequate indigent defense services. See *Wilbur v. City of Mount Vernon*, 989 F. Supp. 2d 1122 (W.D. Wash. 2013).

client interests are directly opposed to one another, the analysis is relatively clear. However, in practical application many co-defendants begin their defenses in a lock-stepped approach toward a common defense objective, and later develop opposing interests. Currently the Public Defender retains co-defendants until the attorneys believe there is a significant risk of opposing client objectives. This practice is consistent with the RPCs, but the County's current code presents a subjective standard that complicates this analysis and exposes the County to unnecessary liabilities.

The County code should require the Public Defender to adhere to the RPCs addressing conflicts of interest by specific reference, and further to adhere to the RPCs in their entirety. General adherence to the RPCs should set a sufficient standard for purposes of the County code, and would allow the Public Defender the required latitude to handle conflicts within the bounds of the law.

The Director should review conflicts on a case by case basis, and determine if withdrawal is appropriate under the circumstances. Results may vary based on the philosophy of the Director at the time, but all decisions must comport with the standards set by the RPC. The Advisory Committee and other interested County officials should offer the Public Defender some guidance on conflict philosophies relating to cases involving co-defendants. At this time, the Prosecutor's Office has advised the Public Defender that best practices would dictate withdrawal in all cases involving co-defendants. This practice would ensure the prevention of potential RPC violations, help preserve the integrity of the criminal process, and avoid potential civil liability. However, I acknowledge that this approach is extremely conservative, and more than required by the RPCs. That said, the practice of conflicting all co-defendant cases as a matter of course has been adopted by both Pierce and Thurston counties.

### 3. Case-Weighting

As previously discussed, the *SID* was enacted to ensure indigent criminal defendants receive due process of law, but, unfortunately, clarity begins to fade at that point. *SID* 3.4 presents some ambiguity by outlining the caseload limits as a “should not” standard. Original proposals set a more onerous standard of “shall not,” but, when the *SID* was adopted in 2012, it focused on a more liberal interpretation of the caseload limit.

To properly understand the objectives set by *SID* 3.4, I believe it is necessary to consider *SID* 3.2 in its entirety:

The caseload of public defense attorneys shall allow each lawyer to give each client the time and effort necessary to ensure effective representation. Neither defender organizations, county offices, contract attorneys, nor assigned counsel should accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation. As used in this Standard, “quality representation” is intended to describe the minimum level of attention, care, and skill that Washington citizens would expect of their state’s criminal justice system.

The caseload limits articulated in *SID* 3.4 serve to meet the objective of “quality representation” as outlined by *SID* 3.2, but the standards as a whole do not contemplate a rigidly fixed, or strictly enforced, caseload limit. While all efforts should be made to operate within the *SID*s prescribed caseload limits, minor deviations will not inherently result in violation or sanction.

This reading of the *SID* is evidenced by the Washington State Bar Association’s (WSBA) companion standards for indigent defense services. While the WSBA’s standards articulate that caseload limits “shall not” be exceeded, the WSBA acknowledges that their standards are merely recommended and are not enforceable against attorneys in disciplinary matters.<sup>5</sup> The WSBA also expands upon the case- weighting requirements of the *SID* by stating that local government should adopt and publish a numerical case-weighting system. Again, this additional WSBA

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<sup>5</sup> See <https://www.wsba.org/connect-serve/committees-boards-other-groups/council-public-defense>

requirement cannot be strictly enforced against Whatcom County, and the licensure of the attorneys we employ cannot be affected by this requirement. However, case-weighting is a generally accepted practice that ensures the “quality representation” mandated by *SID* 3.2. Absent an enacted case-weighting policy, it is arguable that we are not in compliance with the *SID*.

Another area that lacks clarity is the definition of “per year.” While OPD interprets “per year” as a rolling calendar year, some jurisdictions operate under a calendar year interpretation. The practical effect is that if new attorneys are brought in to serve as relief for caseload issues, they must be given cases incrementally to avoid overloading them. Additionally, OPD’s interpretation must be considered persuasive in light of the significant grant funding we receive. Many jurisdictions have implemented case-weighting policies that acknowledge that cases should be distributed evenly throughout the year, resulting in a per month distribution rate for the purpose of capping caseloads.<sup>6</sup> Currently our PD’s office endeavors to distribute cases incrementally, and generally conforms to the rolling year interpretation. However, employee turnover has significantly affected this issue and must be accounted for in a case-weighting system. The ability to shift caseloads between employees is necessary to facilitate employee succession, promotion, demotion and transfer.

In closing, the County must also examine any implication a departure from the *SID* may have on our liability insurance. Professional liability related to the PD’s office is covered by the error and omissions policy of our memorandum of liability coverage with the Washington Counties Risk Pool (WCRP). That coverage is contingent upon good faith. Departure from clearly articulated standards of practice could impact an assessment of good faith. It is debatable whether the *SID* is clearly

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<sup>6</sup> For example assignment of felony cases should be at a rate of no more than 12.5 cases per month to ensure yearly compliance with *SID* 3.4.



articulated, but it would be preferable to operate within the standards whenever possible to avoid any potential bad faith litigation with the WCRP.<sup>7</sup>

#### IV. Conclusion

The *SID* outlines best practices to ensure “quality representation” of indigent defendants, and all efforts should be made to comply with the *SID*. However, the rules themselves are open to some degree of interpretation. To further our understanding of the rules and effectuate greater clarity, Whatcom County should propose and adopt specific case-weighting policies that clarify our internal standard of practice. However, caution should be exercised in this process to avoid potential *Monell* liability.<sup>8</sup> Under *Monell*, enacting unconstitutional policies can result in direct municipal liability, but careful drafting of case-weighting standards that are based upon the *SID* should avoid liability issues. A risk-avoidance approach that delays implementation of case-weighting policies cannot be used in this case because it is arguable that the failure to implement case-weighting standards can cause a constitutional violation. Additionally, *Monell* liability also can occur if a pattern of disregard for constitutional deprivations is present, or can result from inadequate training at the PD’s office.

A strategy of risk reduction would dictate that the County should engage in legislative action to ensure proper internal policies. Drafting and implementing both a revised chapter 2.09 WCC and case-weighting policies should commence as soon as practicable. An ideal outcome would be to amend the code, and begin implementation of case-weighting policy during the summer of 2020.

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<sup>7</sup> It is worth noting that several of our partner Counties in WCRP have implemented case-weighting policies.

<sup>8</sup> See, *Monell v. Dep’t of Soc. Servs. of City of New York*, 436 U.S. 658 (1978).



# **WHATCOM COUNTY PUBLIC DEFENDER'S OFFICE CASE WEIGHTING POLICY**

Rev. 3/10/2020

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## **1.0 PURPOSE**

The purpose of this policy is to adopt and publish a uniform system for weighting cases when applying mandatory and advisory numerical caseload standards for attorneys appointed at public expense in the Superior, Juvenile, and District Courts of Whatcom County. This policy only applies for purposes of calculating attorney caseloads under the Washington Supreme Court Standards for Indigent Defense and does not apply for the purposes of compensation.

This policy will assist the court, Public Defender's Office, and appointed counsel in managing case appointments and caseloads in accordance with applicable caseload standards.

This policy recognizes that the appropriate use of case weighting and case counting is to allow reasonable workloads for public defense attorneys consistent with current workload conditions and consistent with applicable rules, standards, and performance guidelines.

## **2.0 APPLICABLE COURT RULES, STANDARDS, AND LAWS**

- 2.1** Washington State Rules of Professional Conduct for attorneys.
- 2.2** Washington State Supreme Court standards for attorneys appointed to represent persons at public expense under court rules CrR 3.1, CrRLJ 3.1, JuCR 9.2.
- 2.3** Washington State Bar Association "Standards for Indigent Defense Services."
- 2.4** Washington State Bar Association "Performance Guidelines for Criminal Defense Representation."

**2.5 RCW Ch. 10.101.**

**3.0 DEFINITIONS**

- 3.1 CASE.** The filing of a document with the court, naming a person as defendant or respondent, to which an attorney is appointed in order to provide constitutionally mandated legal representation.
- a. The definition of a case is not impacted by number of counts contained in a single cause number.
  - b. When multiple charges or counts arise from a singular set of facts, the case weighted credit will be determined by the most serious charge or count alleged.
  - c. In courts of limited jurisdiction multiple citations from the same set incident can and will be counted as one “case.”
- 3.2 CASE WEIGHT.** The numerical multiplier assigned by this policy to apply to specific types of cases to generally recognize the greater or lesser attorney workload required for those cases compared to an average case under a numerical caseload standard.
- 3.3 CASE CREDIT.** The weight value of a particular case type in the general case weighting system adopted by this policy or in a particular case as actually assigned to a particular attorney.
- 3.4 WCPDO.** Whatcom County Public Defender’s Office.
- 3.5 CASELOAD.** The collection of cases in which an attorney is appointed or designated to provide constitutionally mandated legal services to clients in a calendar year.
- 3.6 DOCKET or CALENDAR.** A grouping of filings where a public defense attorney is designated.

- 3.7 FULL TIME.** It is presumed that a full time public defense attorney spends approximately 1,800 hours annually on client representation. It is expected that other work time is spent on administrative activities, CLE attendance, participation in professional associations and committees, vacations, holidays, and sick leave.
- 3.8 NON-CHARGE REPRESENTATION.** Matters where public defense attorneys represent clients who are eligible for public defense representation for matters that do not involve the filing of new criminal charges (i.e., material witness or sentence violations).
- 3.9 PARTIAL REPRESENTATIONS.** Situations where clients are charged with crimes and a public defense attorney is appointed and representation is shortened or delayed (see Section 5.0 Partial Representation).
- 3.10 PUBLIC DEFENSE ATTORNEY.** A licensed attorney who is employed or contracted to represent indigent defendants. The term also refers to a licensed attorney appointed to represent indigent defendants on a case by case basis.
- 3.11 SUPERIOR COURT CASES.** This refers to cases in which an adult is charged with a crime in Superior Court.
- 3.12 DISTRICT COURT CASES.** This refers to cases in which an adult is charged with a crime in District Court.
- 3.13 JUVENILE COURT CASES.** This refers to cases involving children in the Juvenile Division of Superior Court.

#### **4.0 SCOPE OF REPRESENTATION**

Matters included in the scope of representation as set forth below shall not receive any additional case weighed credit beyond that which is already assigned to the case:

- 4.1** The scope of representation in an appointed case is from the date of assignment through all subsequent stages of the legal proceedings in the trial court until entry of final judgment together with the necessary preparation, filing and/or entry of notice of appeal and motions/orders for finding of indigency and appointment of counsel on appeal.
- 4.2** In criminal and juvenile offender cases, the scope of representation in the case also includes (1) restitution hearings requested or noted while the court retains jurisdiction over the case and (2) motions for relief from judgment that are requested while the court retains jurisdiction over the case.
- 4.2** In district court and juvenile offender cases, the scope of representation in the case spans from initial appearance until the end of any probationary period imposed as part of a sentence.
- 4.4** Except as noted above, the scope of representation does not extend to other post judgment motions for relief from judgment and/or “collateral attack” under court rule or as defined in RCW Ch. 10.73.
- 4.5** The scope of representation in a case includes any failures to appear by the client and interim inactivity of the case for that reason, which will neither reduce nor add to the credit assigned to the case if the previously appointed attorney is later appointed or assigned to complete the case on reappearance of the client. Provided, if the interval between the failure to appear and reappearance is greater than twenty-four months, the reassignment is presumptively a new case unless adjusted by the Chief Deputy/Director.

- 4.6 The scope of representation in a case includes future review hearings in the case scheduled at the time of entry of diversion, deferred disposition, deferred prosecution, or sentencing, plus any subsequent proceedings thereon if ordered.
- 4.7 The scope of representation in a case includes proceedings on the original case after termination from therapeutic court without successful completion. Cases reassigned to the Drug Court attorney do not count as a case credit, rather the Drug Court attorney receives calendar credit as discussed in 5.5.1.
- 4.8 The scope of representation includes any limited proceedings on remand from appeal if the same attorney is appointed for that purpose, but does not include remands for new trial.
- 4.9 The scope of representation does not include alleged violations of a prior sentence or disposition.
- 4.10 The scope of representation in a truancy contempt petition includes all subsequent review hearings or warrants for that petition.

## 5.0 PARTIAL REPRESENTATION

- 5.1 **Partial Representations – no contact with client.** Cases where the assigned attorney has only had incidental contact with the client before transfer or dismissal will not receive any credit.
- 5.2 **Partial Representations – transfer or dismissal.** Cases where only a partial representation occurs because the attorney withdraws for a conflict, is relieved by retained counsel, the case is transferred or reassigned by the court or Chief Deputy/Director, or the case is dismissed on motion of the prosecution can be assigned a weighted case credit by the Chief Deputy/Director consistent with these

policies for the case but only up to the maximum weighted credit otherwise allowed.

**5.3 New Attorney in Partial Representations.** If a different attorney is appointed or assigned after a partial representation by a different attorney the new attorney will be assigned full credit if appointed or assigned prior to trial or plea of guilty in the case.

**5.4 Temporary Coverage of Limited Hearings.** The temporary coverage of a limited hearing or appearance in a case by another attorney due to short term unavailability of appointed attorney will not be counted as a case and no case credit will be added or subtracted to the number of cases or credits for either attorney.

**5.5 Therapeutic Court Calendar Credits.** When an attorney is assigned to represent groups of clients in therapeutic courts, the attorney's maximum caseload should be reduced proportionally by the amount of time they spend on preparing for and appearing at such calendars.

**5.5.1 Drug Court Calendar Credit.** The drug court attorney's maximum caseload should be reduced by 1.25 adult felony case credits monthly (15 case credits annually) or 2.0 juvenile case credits monthly (24 case credits annually).

**5.5.2 Mental Health Court Calendar Credit.** The mental health court attorney's maximum caseload should be reduced by .75 adult felony case credits monthly (9 case credits annually), or 2.0 adult misdemeanor case credits monthly (24 case credits annually).

**5.6 Representation at First Appearance, Arraignment, and Probation Violation Dockets.** Regardless of the case counting and weighting system adopted by this policy, the following special limitations apply:



**5.6.1** Resolutions of cases by pleas of guilty to criminal charges on a first appearance or arraignment docket are presumed to be rare occurrences requiring careful evaluation of the evidence and the law, as well as thorough communication with clients, and must be counted as one case. The resolution of a case at first appearance as an infraction shall not be counted as a “case” but rather is credited within the time allocated to recurring calendars without continued representation.

**5.6.2** Cases on a criminal or offender first appearance, arraignment, warrant return, sentence review, or probation violation docket where the attorney is designated, appointed, or contracted to represent groups of clients on that docket without expectation of further or continuing representation will not be counted directly. Instead, the attorney’s hours needed for appropriate client contact and preparation as well as the appearance time spent on such dockets will be calculated by the Chief Deputy/Director and then applied to reduce the attorney’s caseload standard for the time for the work devoted to such representation.

## **6.0 NUMERICAL CASELOAD STANDARDS**

**6.1** The caseload of a full-time public defense attorney or assigned counsel should not exceed the following:

**6.1.1 Superior Court Adult Felony Cases:** 150 case credits per attorney per year.

**6.1.2 Juvenile Offender Cases:** 250 case credits per attorney per year.

**6.1.3 District Court Cases:** 400 case credits per attorney per year.

## **6.2 General considerations in applying numerical standards:**

- 6.2.1** Caseload limits reflect the maximum caseloads for fully supported, full-time defense attorneys for cases of average complexity and effort in each case type specified.
- 6.2.2** If a public defender or assigned counsel is carrying a mixed caseload including cases from more than one category of cases, these standards should be applied proportionally to determine a full caseload.
- 6.2.3** A small upward variation in annual caseload is consistent with the workload limits inherent in the numerical caseload standards while allowing for the inherent variability of caseload and the inherent difficulty of precise administration. Such variations may be expected to occur without violating this policy or the numerical caseload standards and such variations shall not preclude attorneys from filing Certificates of Compliance.
- 6.2.4** The assigned attorney may request that the Chief Deputy/Director adjust the credit assigned upwards for substantial work or “extraordinary cases” in which the credit assigned does not adequately reflect the complexity or time and effort involved in the representation. The Chief Deputy/Director’s decision will be final.

## **7.0 CASE WEIGHTED CREDITS**

The following case weighted credits shall be assigned to cases within the court and case types listed:

## 7.1 ADULT FELONY SUPERIOR COURT

CASE TYPE	CASE WEIGHT CREDITS
HOMICIDE AND ATTEMPTED HOMICIDE, 3 STRIKES, CLASS A SEX OFFENSES	3.0
CLASS B & C SEX OFFENSES, ROBBERY FIRST, BURGLARY FIRST, ASSAULT FIRST	2.0
OTHER FELONIES	1.0
FAST TRACK	0.5
FAST TRACK CONVERTED TO FULL CASE	0.5
SSOSA/DOSA CONTESTED REVOCATION HEARING	0.5
NGRI & POST-CONVICTION	0.5
FUGITIVE	0.5
DRUG COURT	1.25/month
MENTAL HEALTH COURT	0.75/month
TRAINING LEAD	1.25/month
FIRST APPEARANCE/ARRAIGNMENT ROTATION	1.0/month

## 7.2 DISTRICT COURT - NO WEIGHTING

CASE TYPE	CASE WEIGHT CREDITS
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MISDEMEANORS	1.0
CALENDAR ROTATION	6.5/month
MENTAL HEALTH COURT	2.0/month

## 7.2 JUVENILE COURT

CASE TYPE	CASE WEIGHT CREDITS
CLASS A FELONIES AND ALL SEX OFFENSES	2.0
ALL OTHER CASES	1.0
DETENTION & RRC CALENDARS	1.5/month
ARRAIGNMENT CALENDAR	1.0/month
PROBATION CALENDAR	1.0/month
TRUANCY CALENDAR	1.0/month

## 7.3 MIXED CASELOAD CREDITS

**7.3.1** One adult felony credit equals approximately 12 hours of work. One adult misdemeanor credit equals approximately 4 hours of work. One juvenile credit equals approximately 7.2 hours of work.

**7.3.2** One adult felony credit = Three adult misdemeanor credits = Two juvenile credits.

# **WHATCOM COUNTY PUBLIC DEFENDER'S OFFICE**

## **CASE WEIGHTING POLICY**

Rev. 4/21/2020

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This policy will assist the court, Public Defender's Office, and the Office of Assigned Counsel in managing case appointments and caseloads in accordance with applicable caseload standards.

This policy recognizes that the appropriate use of case weighting and case counting is to allow reasonable workloads for public defense attorneys consistent with current workload conditions and consistent with applicable rules, standards, and performance guidelines.

### **2.0 APPLICABLE COURT RULES, STANDARDS, AND LAWS**

- 2.1** Washington State Rules of Professional Conduct for attorneys.
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- 2.3** Washington State Bar Association "Standards for Indigent Defense Services."
- 2.4** Washington State Bar Association "Performance Guidelines for Criminal Defense Representation."

**2.5** RCW Ch. 10.101.

**2.6** Chapter 2.09 WCC.

### **3.0 DEFINITIONS**

**3.1 CASE.** The filing of a document with the court, naming a person as defendant or respondent, to which an attorney is appointed in order to provide constitutionally mandated legal representation.

- a. The definition of a case is not impacted by number of counts contained in a single cause number.
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**3.5 CASELOAD.** The collection of cases in which an attorney is appointed or designated to provide constitutionally mandated legal services to clients in a calendar year.

**3.6 DOCKET or CALENDAR.** A grouping of filings where a public defense attorney is designated.

- 3.7 FULL TIME.** It is presumed that a full time public defense attorney spends approximately 1,800 hours annually on client representation. It is expected that other work time is spent on administrative activities, CLE attendance, participation in professional associations and committees, vacations, holidays, and sick leave.
- 3.8 NON-CHARGE REPRESENTATION.** Matters where public defense attorneys represent clients who are eligible for public defense representation for matters that do not involve the filing of new criminal charges (i.e., material witness, diversion advice, or sentence violations).
- 3.9 PARTIAL REPRESENTATIONS.** Situations where clients are charged with crimes and a public defense attorney is appointed and representation is shortened or delayed (see Section 5.0 Partial Representation).
- 3.10 PUBLIC DEFENSE ATTORNEY.** A licensed attorney who is employed by the WCPDO or contracted by the WCPDO to represent indigent defendants.
- 3.11 SUPERIOR COURT CASES.** This refers to cases in which a person is charged with a crime in Superior Court.
- 3.12 DISTRICT COURT CASES.** This refers to cases in which a person is charged with a crime in District Court.
- 3.13 JUVENILE COURT CASES.** This refers to offender and truancy cases involving children in the Juvenile Division of Superior Court.

#### **4.0 SCOPE OF REPRESENTATION**

Matters included in the scope of representation as set forth below shall not receive any additional case weighed credit beyond that which is already assigned to the case:

- 4.1** The scope of representation in an appointed case is from the date of assignment through all subsequent stages of the legal proceedings in the trial court until entry of final judgment together with the necessary preparation, filing and/or entry of notice of appeal and motions/orders for finding of indigency and appointment of counsel on appeal.
- 4.2** In criminal and juvenile offender cases, the scope of representation in the case also includes (1) restitution hearings requested or noted while the court retains jurisdiction over the case and (2) motions for relief from judgment that are requested while the court retains jurisdiction over the case.
- 4.3** In district court and juvenile offender cases, the scope of representation in the case spans from initial appearance until the end of any probationary period imposed as part of a sentence.
- 4.4** Except as noted above, the scope of representation does not extend to other post judgment motions for relief from judgment and/or “collateral attack” under court rule or as defined in RCW Ch. 10.73.
- 4.5** The scope of representation in a case includes any failures to appear by the client and interim inactivity of the case for that reason, which will neither reduce nor add to the credit assigned to the case if the previously appointed attorney is later appointed or assigned to complete the case on reappearance of the client. Provided, if the interval between the failure to appear and reappearance is greater than twelve months, the reassignment is presumptively a new case unless adjusted by the Chief Deputy/Director.
- 4.6** The scope of representation in a case includes future review hearings in the case scheduled at the time of entry of diversion, deferred disposition, deferred prosecution, or sentencing, plus any subsequent proceedings thereon if ordered.
- 4.7** The scope of representation in a case includes proceedings on the original case after termination from therapeutic court without



successful completion. Cases reassigned to the Drug Court attorney do not count as a case credit, rather the Drug Court attorney receives calendar credit as discussed in 5.5.1.

- 4.8** The scope of representation includes any limited proceedings on remand from appeal if the same attorney is appointed for that purpose, but does not include remands for new trial.
- 4.9** The scope of representation does not include alleged violations of a prior sentence or disposition.
- 4.10** The scope of representation in a truancy contempt petition includes all subsequent review hearings or warrants for that petition.

## **5.0 PARTIAL REPRESENTATION**

- 5.1 Partial Representations – no contact with client.** Cases where the assigned attorney has only had incidental contact with the client before transfer or dismissal will not receive any credit.
- 5.2 Partial Representations – transfer or dismissal.** Cases where only a partial representation occurs because the attorney withdraws for a conflict, is relieved by retained counsel, the case is transferred or reassigned by the court or Chief Deputy/Director, or the case is dismissed on motion of the prosecution can be assigned a weighted case credit by the Chief Deputy/Director consistent with these policies for the case but only up to the maximum weighted credit otherwise allowed.
- 5.3 New Attorney in Partial Representations.** If a different attorney is appointed or assigned after a partial representation by a different attorney the new attorney will be assigned full credit if appointed or assigned prior to trial or plea of guilty in the case.
- 5.4 Temporary Coverage of Limited Hearings.** The temporary coverage of a limited hearing or appearance in a case by another attorney due

to short term unavailability of appointed attorney will not be counted as a case and no case credit will be added or subtracted to the number of cases or credits for either attorney.

**5.5 Therapeutic Court Calendar Credits.** When an attorney is assigned to represent groups of clients in therapeutic courts, the attorney's maximum caseload should be reduced proportionally by the amount of time they spend on preparing for and appearing at such calendars.

**5.5.1 Drug Court Calendar Credit.** The drug court attorney's maximum caseload should be reduced by 1.25 adult felony case credits monthly (15 case credits annually) or 2.0 juvenile case credits monthly (24 case credits annually).

**5.5.2 Mental Health Court Calendar Credit.** The mental health court attorney's maximum caseload should be reduced by .75 adult felony case credits monthly (9 case credits annually), or 2.0 adult misdemeanor case credits monthly (24 case credits annually).

**5.6 Representation at First Appearance, Arraignment, and Probation Violation Dockets.** Regardless of the case counting and weighting system adopted by this policy, the following special limitations apply:

**5.6.1** Resolutions of cases by pleas of guilty to criminal charges on a first appearance or arraignment docket are presumed to be rare occurrences requiring careful evaluation of the evidence and the law, as well as thorough communication with clients, and must be counted as one case. The resolution of a case at first appearance as an infraction shall not be counted as a "case" but rather is credited within the time allocated to recurring calendars without continued representation.

**5.6.2** Cases on a criminal or offender first appearance, arraignment, warrant return, sentence review, or probation violation docket where the attorney is designated, appointed, or contracted to represent groups of clients on that docket

without expectation of further or continuing representation will not be counted directly. Instead, the attorney's hours needed for appropriate client contact and preparation as well as the appearance time spent on such dockets will be calculated by the Chief Deputy/Director and then applied to reduce the attorney's caseload standard for the time for the work devoted to such representation.

## **6.0 NUMERICAL CASELOAD STANDARDS**

### **6.1 The caseload of a full-time public defense attorney or assigned counsel should not exceed the following:**

**6.1.1 Superior Court Adult Felony Cases:** 150 case credits per attorney per year.

**6.1.2 Juvenile Offender Cases:** 250 case credits per attorney per year.

**6.1.3 District Court Cases:** 400 case credits per attorney per year.

**6.1.4 Involuntary Commitment Proceedings:** 250 case credits per attorney per year.

### **6.2 General considerations in applying numerical standards:**

**6.2.1** Caseload limits reflect the maximum caseloads for fully supported, full-time defense attorneys for cases of average complexity and effort in each case type specified.

**6.2.2** If a public defender or assigned counsel is carrying a mixed caseload including cases from more than one category of cases, these standards should be applied proportionally to determine a full caseload.

**6.2.3** A small upward variation in annual caseload and a variation in monthly caseload are consistent with the workload limits

inherent in the numerical caseload standards while allowing for the inherent variability of caseload and the inherent difficulty of precise administration. Such variations may be expected to occur without violating this policy or the numerical caseload standards and such variations shall not preclude attorneys from filing Certificates of Compliance.

**6.2.4** The assigned attorney may request that the Chief Deputy/Director adjust the credit assigned upwards for substantial work or “extraordinary cases” in which the credit assigned does not adequately reflect the complexity or time and effort involved in the representation. Should calendar credits, including those assigned for therapeutic courts or training lead duties, deviate from time actually spent, the attorney may request that the Chief Deputy/Director adjust the credits assigned. The Chief Deputy/Director’s decision will be final.

## **7.0 CASE WEIGHTED CREDITS**

The following case weighted credits shall be assigned to cases within the court and case types listed:

### **7.1 ADULT FELONY SUPERIOR COURT**

<b>CASE TYPE</b>	<b>CASE WEIGHT CREDITS</b>
HOMICIDE AND ATTEMPTED HOMICIDE, 3 STRIKES, CLASS A SEX OFFENSES	3.0
CLASS B & C SEX OFFENSES, ROBBERY FIRST, BURGLARY FIRST, ASSAULT FIRST	2.0
OTHER FELONIES	1.0
FAST TRACK	0.5

FAST TRACK CONVERTED TO FULL CASE	0.5
SSOSA/DOSA CONTESTED REVOCATION HEARING	0.5
NGRI & POST-CONVICTION	0.5
FUGITIVE	0.5
DRUG COURT	1.25/month
MENTAL HEALTH COURT	0.75/month
TRAINING LEAD	1.25/month
FIRST APPEARANCE/ARRAIGNMENT ROTATION	1.0/month

## 7.2 DISTRICT COURT - NO WEIGHTING

CASE TYPE	CASE WEIGHT CREDITS
MISDEMEANORS	1.0
CALENDAR ROTATION	6.5/month
MENTAL HEALTH COURT	2.0/month

## 7.3 JUVENILE COURT

CASE TYPE	CASE WEIGHT CREDITS
CLASS A FELONIES AND ALL SEX OFFENSES	2.0
ALL OTHER CASES	1.0
DIVERSION ADVICE APPOINTMENTS	0.25
DETENTION & RRC CALENDARS	1.5/month
ARRAIGNMENT CALENDAR	1.0/month
PROBATION CALENDAR	1.0/month
TRUANCY CALENDAR	1.0/month

## 7.4 INVOLUNTARY COMMITMENTS - NO WEIGHTING

## **7.5 MIXED CASELOAD CREDITS**

**7.3.1** One adult felony credit equals approximately 12 hours of work. One adult misdemeanor credit equals approximately 4 hours of work. One juvenile credit equals approximately 7.2 hours of work. One involuntary commitment credit equals approximately 7.2 hours of work.

**7.3.2** one adult felony credit = three adult misdemeanor credits = two juvenile credits = two involuntary commitment credits



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-494

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<b>File ID:</b>	AB2020-494	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	10/28/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto:mcaldwel@co.whatcom.wa.us)

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

Ordinance amending the 2020 Whatcom County Budget, request no. 21, in the amount of \$316,676

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

Supplemental #21 requests funding from the General Fund:

1. To appropriate \$290,324 in Health to fund "Box in the Virus" program from grant proceeds.
2. To appropriate \$13,852 in Health to fund Medical Outreach Vehicle customization from donation proceeds.
3. To appropriate \$12,500 in Sheriff to fund OCDETF overtime operations from Department of Justice funding.

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee

---

**Attachments:** Proposed ordinance, Summary Schedule, Supplemental Requests

PROPOSED BY: Executive  
INTRODUCTION DATE: 11/10/20

**ORDINANCE NO.  
AMENDMENT NO. 21 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
Health	304,176	(304,176)	-
Sheriff	12,500	(12,500)	-
Total General Fund	316,676	(316,676)	-
Total Supplemental	316,676	(316,676)	-

**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. 21				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Health	To fund DOH Con Con "Box in the Virus" program from grant proceeds.	290,324	(290,324)	-
Health	To fund Medical Outreach Vehicle customization from donation proceeds.	13,852	(13,852)	-
Sheriff	To fund OCDETF DEA RL-19-005 reimbursable overtime from DOJ funding.	2,500	(2,500)	-
Sheriff	To fund OCDETF FBI 245C-SE-3217517 reimbursable overtime from DOJ funding.	10,000	(10,000)	-
Total General Fund		316,676	(316,676)	-
Total Supplemental		316,676	(316,676)	-

# Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3128

Fund 1

Cost Center 660420

Originator: Kathleen Roy

Year 2 2020

Add'l FTE ☒

Priority 1

Name of Request: DOH Con Con Box in the Virus Grant Increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.2110	COVID-19 Local CARES	(\$290,324)
	6120	Extra Help	\$140,000
	6140	Overtime	\$5,324
	6510	Tools & Equip	\$14,000
	6610	Contractual Services	\$131,000
	<b>Request Total</b>		<b>\$0</b>

## 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 . The final award was higher than initially proposed, resulting in the need to request additional expenditure authority.

This funding will support the County's COVID-19 response without drawing down the General Fund. This funding will support subcontracted or temporary nurses and case/contact investigators, if needed, to respond in a timely manner to a surge in COVID-19 infections.

## 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

## Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3128

Fund 1

Cost Center 660420

Originator: Kathleen Roy

vulnerable and high-risk populations. Case and contact investigator support will result in decreased spread of the coronavirus.

**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:**

WA State Department of Health Consolidated Contract "Box in the Virus" CARES Act Grant

# Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3127

Fund 1

Cost Center 623426

Originator: Cindy Hollingsworth

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: Medical Outreach Vehicle Customization

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$13,852)
	8351	Operating Transfer Out	\$13,852
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

We are requesting expenditure authority for additional new dedicated funding from Chuckanut Health Foundation. Grant funds will help support customization of a stock county van. The van will be purchased through funds approved in 2019 (Suppl ID # 2894). The customization work is necessary to be able to provide medical services in a manner that is safe for both staff and clients in inclement weather. This includes:

- Install interior lining: wall and ceiling
- Vaccine refrigerators
- Electrical: inverter/shore inlet/12v system/interior and exterior lighting system
- Wall mount secure storage cabinets
- Install partition areas for interviews and provision of medical services
- Flooring

Some of this customization work will be covered by other funds already included in the 2020 budget. Some of the work will be subcontracted out. The overall customization expense is anticipated to be approximately \$30,000.

## 1b. Primary customers:

Primary customers are people who inject drugs (PWID) living in Whatcom County as well as their close contacts (household and sexual partners). The van could also be used for disaster outreach such as mass vaccination clinics in rural Whatcom County.

## 2. Problem to be solved:

- Reuse of dirty injection equipment causes spread of disease.
- Current program model is exceeding capacity at the stationary site on State St.
- Not reaching residents in need of services in outlying parts of county.

## 3a. Options / Advantages:

Expanding services at the current site will not engage people throughout Whatcom County. We have considered submitting a proposal to purchase our own van, however initiating a pilot project in 2019 using a rental vehicle allowed us to assess need and best model before investing in a vehicle. Setting up an additional stationary site would be cost prohibitive as it would not be used most of the week.

## 3b. Cost savings:

We are preventing long range health care expenses for infections related to injection drug use and chronic Hepatitis C and HIV. There is additional benefit of engagement in referrals to care such as housing and substance use disorder treatment.

- An extended hospital stay for endocarditis or osteomyelitis ranges \$180,000 to \$200,000.

## Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3127

Fund 1

Cost Center 623426

Originator: Cindy Hollingsworth

<http://journals.plos.org/plosone/article?id=10.1371/journal.pone.0129360>

•Treating one case of Hepatitis C ranges \$26,000 to \$84,000 depending on the specific genotype of the Hepatitis C infection.

**4a. Outcomes:**

Success will be measured with quarterly performance management- by the number of needles collected and clients engaged in harm reduction and other health services. For the long-term, we anticipate a reduction in transmission of Hepatitis C and other blood borne pathogens, as well as an increase in chemical dependency services accessed by the syringe services population.

**4b. Measures:**

Through quarterly performance measures, success will be assessed by the number of unique clients served, referrals made and number of needles exchanged.

**5a. Other Departments/Agencies:**

Public Works

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

Eric Schlehuber, Equipment Services Manager / Public Works, will coordinate vehicle customization.

**6. Funding Source:**

Chuckanut Health Foundation

# Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3123

Fund 1

Cost Center 1003520004

Originator: Donna Duling

DMF

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: OCDETF DEA RL-19-0005

X

Department Head Signature (Required on Hard Copy Submission)

Date

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

## 1a. Description of request:

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

## 1b. Primary customers:

Citizens of Whatcom County

## 2. Problem to be solved:

Budget authority is needed to use these funds for overtime of deputies to participate in the investigations.

## 3a. Options / Advantages:

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

## 3b. Cost savings:

Cost savings of \$2,500.

## 4a. Outcomes:

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

## 4b. Measures:

## 5a. Other Departments/Agencies:

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

## 6. Funding Source:

The U.S. Department of Justice Drug Enforcement Administration will provide \$2,500 from State and Local Overtime (SLOT) Funds.

# Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3124

Fund 1

Cost Center 1003520005

Originator: Donna Duling

DMP

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: OCDETF FBI 245C-SE-3217517

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4342.1013	Reimb Drug Enforcement	(\$10,000)
	6140	Overtime	\$10,000
	Request Total		\$0

## 1a. Description of request:

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

## 1b. Primary customers:

Citizens of Whatcom County

## 2. Problem to be solved:

Budget authority is needed to use these funds for overtime of deputies to participate in the investigations

## 3a. Options / Advantages:

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

## 3b. Cost savings:

Cost savings of \$10,000

## 4a. Outcomes:

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

## 4b. Measures:

## 5a. Other Departments/Agencies:

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

## 6. Funding Source:

The U.S. Department of Justice will provide \$10,000 from State and Local Overtime (SLOT) Funds.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-495

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<b>File ID:</b>	AB2020-495	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	10/29/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto:mcaldwel@co.whatcom.wa.us)

### TITLE FOR AGENDA ITEM:

Ordinance establishing the Shallow Shore Culvert Relocation Fund and establishing a project based budget for the Shallow Shore Culvert Relocation Fund

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request establishes the Shallow Shore Culvert Relocation Fund and requests a project based budget to fund Phase I of the culvert relocation project in the amount of \$100,000.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee

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**Attachments:** Proposed Ordinance, ASR, Memo



ORDINANCE NO. \_\_\_\_\_

**ORDINANCE ESTABLISHING THE SHALLOW SHORE CULVERT  
RELOCATION FUND AND ESTABLISHING A PROJECT BASED BUDGET  
FOR THE SHALLOW SHORE CULVERT RELOCATION FUND**

**WHEREAS**, the Shallow Shore Culvert Relocation project is listed as item number 1 on the 2020-2025 Six-Year Water Resources Improvement Program for the Lake Samish Basin, with an anticipated total cost of \$350,000, and,

**WHEREAS**, this project will relocate the existing outfall now located at 326 Shallow Shore Road to a more suitable outfall located three hundred feet north where an undeveloped county road (Bass Street) will provide a new discharge site to Lake Samish, and

**WHEREAS**, relocation of the existing outfall to the new location will resolve the chronic flooding of several lots adjacent to and including the lot at 326 Shallow Shore Road, and

**WHEREAS**, local funding of \$100,000 is available from Real Estate Excise Tax II Fund for the design and permitting phase of this project, and

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

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that a new fund is hereby established, effective January 1, 2021, titled Shallow Shore Culvert Relocation Fund. This fund shall be used to account for the revenues and expenditures of the improvement project described above, and

1           **BE IT FURTHER ORDAINED** by the Whatcom County Council that the  
2 Shallow Shore Culvert Relocation Fund is approved with an initial project  
3 budget of \$100,000.

4  
5           **ADOPTED** this \_\_\_\_\_ day of November, 2020.  
6  
7  
8

9  
10       ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

11  
12 \_\_\_\_\_  
13 Dana Brown-Davis, Clerk of Council

\_\_\_\_\_  
Barry Buchanan, Chair of Council

14  
15  
16       APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

17  
18  
19       Approved by email/C Quinn/M Caldwell  
20 Christopher Quinn  
21 Senior Deputy Prosecuting  
22 Attorney – Civil Division

\_\_\_\_\_  
Satpal Sidhu, County Executive

(    ) Approved      (    ) Denied

23  
24       Date Signed: \_\_\_\_\_  
25  
26  
27

# 2021-2022 Budget Preparation - Regular Additional Service Request

## Public Works

## Stormwater

ASR # 2021- 6388	<b>Fund</b>	<b>Cost Center</b>	<b>Originator: Kraig Olason</b>	
<b>Expenditure Type: One-Time</b>		<b>Add'l FTE</b> <input type="checkbox"/>	<b>Add'l Space</b> <input type="checkbox"/>	<b>Priority 1</b>
<b>Name of Request: Shallow Shores Culvert Relocation Fund - Design</b>				

Costs:	Object	Object Description	2021 Requested	2021 Approved	2022 Requested	2022 Approved
	6110	Regular Salaries & Wages	\$8,600	\$8,600	\$0	\$0
	6290	Applied Benefits	\$6,400	\$6,400	\$0	\$0
	6630	Professional Services	\$63,000	\$63,000	\$0	\$0
	6699	Other Services-Interfund	\$18,000	\$18,000	\$0	\$0
	7199	Other Miscellaneous/Inte	\$4,000	\$4,000	\$0	\$0
	8301.324	Operating Transfer In	(\$100,000)	(\$100,000)	\$0	\$0
	<b>Totals</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### 1. Description of Request:

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

This Additional Service Request is for the design and design related expenses associated with the Shallow Shore Culvert Relocation project. The design request is for \$100,000. The total estimated project cost is \$350,000. After the design and engineering estimates are completed, an additional service request will be made in 2022 to cover the estimated construction and construction related costs.

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 reha lake This results 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 stormwater into Lake Samish. Design is anticipated in 2021 with construction taking place in 2022.

### b) Who are the primary customers for this service?

Property owners along Shallow Shore Road, Property owners that withdraw water from the lake, and Whatcom County as the manager of the surface water along county roadways.

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

For a considerable amount of time, a discharge from county roadside ditches has crossed a waterfront lot to Lake Samish. There is inadequate elevation drop from the road to the lake to provide for functional underground conveyance. As a consequence, the private lot immediately downstream from the county discharge gets saturated over the wet season. In high rain events adjacent lots can also be impacted.

### 3. Options

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

In an initial review, two main options have been evaluated. First would be to install a pipe from the county cross culvert into the lake. The other is to re-route the ditch flow to a new outlet which utilizes an existing undeveloped road end which would allow for the installation of a new outlet to the lake.

Option 1: installing an underground conveyance from the current county discharge point to the lake would not work due to the lack of elevation difference between the existing discharge point adjacent to Shallow Shore Road to the lake elevation.

Option 2: re-routing the ditch to a new outfall will work based on preliminary design and survey base map creation.

## 2021-2022 Budget Preparation - Regular Additional Service Request

### Public Works

### Stormwater

ASR # 2021- 6388

**Fund**

**Cost Center**

**Originator: Kraig Olason**

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

While no direct cost savings would be experienced by relocating the outfall, several lake front properties will be more usable.

#### ***4. Outcomes / Objectives***

##### ***a) What outcomes will be delivered and when?***

The reduction in flooding and inundation of several lots adjacent to the current outlet will be greatly reduced by relocating the outfall. The current anticipated schedule for this project includes project design in 2021 and construction in 2022.

##### ***b) How will you know whether the outcomes happened?***

Installing the new outfall will re-route the flow that is currently causing flood related problems adjacent to the existing county outfall.

#### ***5. Other Departments/Agencies***

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

This project should reduce complaints and requests for assistance from property owners impacted by the current outfall. Public Works Maintenance and Operations will be involved in any future maintenance of the proposed outfall.

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

Vernon Brown, PW Maintenance and Operations, responsible for any facility maintenance required.

#### ***6. What is the funding source for this request?***

REET II Funding



Jon Hutchings  
DIRECTOR

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

## MEMORANDUM

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

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

**FROM:** Kraig Olason, Stormwater Program Manager

**DATE:** October 16, 2020

**RE:** Ordinance establishing the Shallow Shore Culvert Relocation Fund,  
Project Based Budget and Supplemental Budget request for the Shallow Shore Culvert  
Replacement

---

Please find attached for approval an ordinance establishing the Shallow Shore Culvert Replacement Fund, project based budget and supplemental budget request from Public Works Stormwater for the Shallow Shore Culvert Replacement project.

▪ **Background and Purpose**

This project has been ranked as the highest priority project included in the Lake Samish Basin Comprehensive Stormwater Plan. The Lake Samish Basin Plan was adopted by county council in 2014 (Resolution 2014-014). The estimated total cost for the project is \$350,000. The project is intended to be funded by Real Estate Excise (REET )funds.

This initial supplemental budget request includes costs for design, permitting and county staff time. Design will be completed in 2021. Site analysis/project feasibility review has been conducted and survey has been completed. The project is scheduled for construction Summer of 2022. A subsequent REET request for the remaining \$250,000 will be submitted in early 2022.

▪ **Funding Amount and Source**

This project, with its initial request of \$100,000, will utilize REET II funds.

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

Encl.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-496

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<b>File ID:</b>	AB2020-496	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	10/29/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto:mcaldwel@co.whatcom.wa.us)

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

Ordinance amending the project budget for the Public Safety Radio System Fund, request no. 2

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

Requests appropriation of an additional \$237,395 to fund expansion of Phase I of the public safety radio system replacement project for a total project budget of \$688,553.

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee

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

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE PUBLIC SAFETY RADIO  
SYSTEM FUND, REQUEST NO. 2**

**WHEREAS**, Ordinance No. 2018-073 established the preliminary project budget for Phase I of the public safety radio system replacement project; and

**WHEREAS**, in 2020, new backbone microwaves were installed at Mount Constitution, Post Point, Lummi Island and Point Roberts; and

**WHEREAS**, the 2020 work strengthened and repaired problems with the county's radio network, it did not provide redundancy for the backbone, and

**WHEREAS**, additional budget authority is needed to provide redundancy through the installation of an additional microwave from the Point Roberts tower to the leased tower at H Street, and an additional microwave link to the Customs/Border Patrol tower in Blaine, and

**WHEREAS**, the link to the Customs/Border Patrol tower will provide the primary redundancy for the Whatcom County Integrated Public Safety Radio System backbone, and

**WHEREAS**, funding in the amount of \$187,395 is available from the county portion of the Public Utilities Improvement (EDI) Fund and \$50,000 from the Fire Agency Radio Service (FARS) group,

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that Ordinance 2018-073 is hereby amended by adding \$237,395 of expenditure authority effective January 1, 2021, as described in Exhibit A, to the current project budget of \$451,158, for a total amended project budget of \$688,553.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of Council

\_\_\_\_\_  
Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

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

\_\_\_\_\_  
Satpal Sidhu, County Executive  
Date: \_\_\_\_\_

## EXHIBIT A

### PUBLIC SAFETY RADIO SYSTEM Amendment #2

Account	Description	Current Amended <u>Project Budget</u>	Amendment #2 <u>to Ord. 2018-073</u>	Total Amended <u>Project Budget</u>
<b>Expenditures</b>				
7410	Equipment	\$451,158	\$237,395	\$688,553
		<b>\$451,158</b>	<b>\$237,395</b>	<b>\$688,553</b>
<b>Revenues</b>				
8301.332	EDI (Public Utilities Improvement Fund)	\$451,158	\$187,395	\$638,553
4337.0002	Local Grants (FARS)	\$0	\$50,000	\$50,000
		<b>\$451,158</b>	<b>\$237,395</b>	<b>\$688,553</b>



# 2021-2022 Budget Preparation - Regular Additional Service Request

**Sheriff**

**Emergency Management**

ASR # 2021- 6399

**Fund** 377

**Cost Cente** 377100

**Originator:** John Gargett

**Expenditure Type:** One-Time

**Add'l FTE** ☐

**Add'l Space** ☐

**Priority** 1

**Name of Request:** WC Integrated Public Safety Radio System Phase I-B

<b>Costs:</b>	<b>Object</b>	<b>Object Description</b>	<b>2021 Amount</b>	<b>2022 Amount</b>
	4337.0002	Other	(\$50,000)	\$0
	7410	Equipment-Capital Outlay	\$237,395	\$0
	8301.332	Operating Transfer In	(\$187,395)	\$0
	<b>Request Total</b>		<b>\$0</b>	<b>\$0</b>

## 1. Description of Request:

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

This ASR represents an expansion of the first phase of the Whatcom County Integrated Public Safety Radio System. In 2020, new backbone microwaves were installed at Mount Constitution, Post Point, Lummi Island and Point Roberts. The 2020 work strengthened and repaired the problems with Whatcom Counties radio network; however it did not provide redundancy for the backbone. This ASR will install microwave redundancy through the installation of an additional microwave from the Point Roberts Tower, to the leased tower at H Street, and an additional microwave link to the CBP Tower in Blaine. The link to the CBP Tower in Blaine will provide the primary redundancy for the Whatcom County Integrated Public Safety Radio System backbone.

## **b) Who are the primary customers for this service?**

Whatcom County Sheriff's Office, Whatcom County Fire Departments and Districts, Whatcom County Public Works Agencies, WhatComm and Prospect, Lummi Nation and Nooksack Tribe, and the City of Bellingham. The improved radio system and communications will enhance response and safety for all citizens in Whatcom County.

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

Whatcom County has provided minimal to no maintenance of its radio equipment and infrastructure which resulted in failures of field unit communications for Law Enforcement and the Fire Service to receive pages, be able to communicate effectively with WhatComm911 and Prospect(fire dispatch), or to be able to communicate between field units. Whatcom County has assumed all responsibility for the radio systems within the County and is working under an Interlocal agreement with the City of Bellingham as well as the Fire Agency Radio System (FARS) to design, manage and maintain the radio network.

## 3. Options

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

There are no other options for this Additional Service Request that are cost effective. This represents the best and only option for Whatcom County to manage its existing radio infrastructure at a minimal cost.

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

There are no specific cost savings in this Additional Service Request as the costs are the continuation of the minimum necessary work to strengthen the Whatcom County Integrated Public Safety Radio System backbone.

## 4. Outcomes / Objectives

### **a) What outcomes will be delivered and when?**

The primary outcome of this Additional Service Request is that there will be redundancy for the Whatcom County Integrated Public Safety Radio System backbone. The County will be able to manage necessary repairs and maintenance until a new radio system is completed.

### **b) How will you know whether the outcomes happened?**

## 2021-2022 Budget Preparation - Regular Additional Service Request

Sheriff

Emergency Management

ASR # 2021- 6399

Fund 377

Cost Cente 377100

Originator: John Gargett

The outcome of this ASR will be the installation of the additional microwaves to the fiber optic connection at CBP in Blaine which then connects to both WhatComm and Prospect dispatch centers.

### 5. Other Departments/Agencies

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

This Additional Service Request will ensure that there is no change to the current level of service in radio services for the Whatcom County Sheriff's Office, Whatcom County Fire Departments and Districts, WhatComm and Prospect, Lummi Nation and Nooksack Tribe as well as all Law Enforcement agencies in Whatcom County. Once installed, this ASR will provide more reliable service.

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

There is no other agency or person responsible for this continuing ongoing radio maintenance other than the Public Safety Radio Manager within the Whatcom County Sheriff's Office Division of Emergency Management.

### 6. What is the funding source for this request?

Whatcom County Capital Request

The Whatcom County capital fund dollar request will be \$330,567 for 2021 and \$28,800 per year thereafter for 7 years.

Fire Agency Radio Service (FARS)

The FARS Chair has agreed that they will contribute to both the capital cost and to their portion of the annual lease cost for the radio tower. The amount of the capital will be determined by their portion of the build, but should be in the \$50,000 to \$75,000 range and their annual tower lease payment should be in the range of \$14,400 to \$19,200 per year.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-545

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<b>File ID:</b>	AB2020-545	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/12/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee				<b>Final Action:</b>
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Transfer Option Agreement between Whatcom County and Opportunity Council for the transfer of property located at 1000 North Forest Street for the purposes of developing 60 permanently affordable homes for seniors

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Agreement, Routing Form, Exec Memo, Opportunity Council Memo, PowerPoint Slides

## **TRANSFER OPTION AGREEMENT**

This TRANSFER OPTION AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between WHATCOM COUNTY, (the "Grantor"), and OPPORTUNITY COUNCIL, a Washington non-profit tax exempt corporation (the "Grantee").

### **RECITALS**

A. Grantor is the owner of certain real property located at 1000 and 1010 North Forest Street in Bellingham, Washington described on Exhibit A hereto (the "Property").

B. Grantee desires to obtain, and Grantor desires to grant, an exclusive option to receive the Property or its use pursuant to the terms, covenants and conditions set forth in this Agreement.

C. The Grantee expects to develop the Property, or cause an affiliated entity to develop the Property, as an apartment complex to provide affordable rental housing (the "Project").

### **AGREEMENT**

1. For good and valuable consideration, receipt of which is hereby acknowledged, the Grantor grants Grantee the exclusive and irrevocable option to receive or obtain long term lease rights to the Property upon all of the terms, covenants, and conditions set forth in this Agreement, but not before the date the Grantee receives notice from the Washington State Housing Finance Commission that the Project has qualified for an allocation of federal low-income housing tax credits. The Grantor will transfer or lease the Grantor's interest in the Property consistent with RCW 39.33.015 and WCC 1.10.340(b).

2. This Agreement will terminate in five years if the Grantee has neither (a) received the notice described in paragraph 1 above by that date, nor (b) received loans or grants that are adequate to fully fund the development of the Project and cause federal low- income housing tax credits to be available for the Project.

3. This Agreement is conditioned on the Grantee executing an affordable housing covenant, restrictive use agreement or other similar agreement which will be recorded against the property to restrict the usage of 50 to 70 apartments affordable to households with annual income equal or less than 60 percent of the area median income as determined by the WA State Housing Finance Commission, for a period of at least 40 years. It is anticipated that this covenant will be executed prior to the exercise of the Transfer Option. Exercise of the option granted by this Agreement is further conditioned on the Grantor and Opportunity Council entering into a memorandum of understanding setting forth their understanding of the terms and conditions for the development of the Property.

4. The Grantor shall not, without the Grantee's consent, grant any liens or encumbrances not in effect of the date of the Agreement during its term.

5. The Grantee shall not assign this Agreement without the Grantor's consent except the Grantee may assign this Agreement to a Washington limited liability company controlled by the Grantee.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have executed this Agreement as of the date set forth above.

**WHATCOM COUNTY:**

Approved as to form:

\_\_\_\_\_

Chief Civil Deputy, Prosecuting Attorney

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, residing at

\_\_\_\_\_. My commission expires \_\_\_\_\_

**OPPORTUNITY COUNCIL:**

Approved as to form:

\_\_\_\_\_

Title

Date

Approved:

Accepted for OPPORTUNITY COUNCIL:

By: \_\_\_\_\_

Greg Winter, Opportunity Council Executive Director

STATE OF WASHINGTON )

) ss

COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Opportunity Council, 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 \_\_\_\_\_.

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**Parcel 1 at 1000 North Forest Street**

LOTS 7 AND 8, BLOCK 80, "MAP OF THE TOWN OF NEW WHATCOM, WHATCOM CO., WASH. TERR., 1883," NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN BOOK 1 OF PLATS, PAGE 24, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**Parcel 2 at 1010 North Forest Street**

LOT 6, BLOCK 80, "MAP OF THE TOWN OF NEW WHATCOM, WHATCOM CO., WASH. TERR., 1883," NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN BOOK 1 OF PLATS, PAGE 24, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

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

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

**To:** Whatcom County Council members  
**Through:** Satpal Sigh Sidhu, Whatcom County Executive  
**From:** Tyler Schroeder, Deputy Executive  
**Subject:** Transfer Option Agreement – 1000 N. Forest Street  
**Date:** November 10, 2020

---

Enclosed for your review and consideration is a Transfer Option Agreement between Whatcom County and the Opportunity Council for the purposes of agreeing to an exclusive option to transfer the property at 100 North Forest Street (Forest Street Annex) to the Opportunity Council for the purpose of developing an affordable housing complex.

## **Background and Purpose**

Whatcom County has been in discussion and collaboration with the Opportunity Council to re-develop the County owned property located at 100 N. Forest Street into an affordable housing complex. Over the last few years in review of the County's facilities it has been determined that the "buildings age and current condition deem major renovations or improvements to building are unwise and other options should be explored." As Council is very well aware, it is very important to provide additional affordable housing inventory in Whatcom County. This project is intended to build at least 60 permanently affordable homes for seniors, along with a child care center, at the corner of North Forest Street and Laurel Street in Bellingham.

This proposal and agreement are recommended for council consideration prior to the end of the year, to afford the Opportunity Council the opportunity to apply for an initial capital grant from the Bellingham Home Fund for the project. The project will be funded through the Home Fund, Washington Housing Trust Fund, the Federal Low-Income Housing Tax Credits from Whatcom State Housing Finance Commission, and other private and public sources.

One important factor to consider is the timing of this project. Staff and WSU Extension offices currently located in the facility will need to be relocated prior to the third quarter of 2022, if not sooner. That will allow for the pursuit of project funding in 2021, with construction ready to begin in the third quarter of 2022. Although ambitious, the Administration believes that the relocation of staff within this timeline can be achieved with the collaboration and coordination of the department leaders.

**Funding Amount and Authorization**

Whatcom County has not committed to any funding for this project at this time. This agreement does propose to invest this underutilized property to leverage more than \$20,000,000 for construction from private and public sources. This County land transfer is authorized by RCW 39.33.115 and WCC 1.10.340.

**Conclusion**

The County Executive recommends that the County Council approve this transfer agreement to invest in this underutilized property for the purpose of very needed affordable housing units.

Please feel free to contact me with any question you may have regarding this important Transfer Agreement.

Thank you.

Date: November 6, 2020

To: Satpal Singh Sidhu, Whatcom County Executive

From: Greg Winter, Opportunity Council Executive Director

Re: Consideration of a Transfer Option Agreement

The Opportunity Council and Whatcom County have a golden opportunity to bring together over \$20,000,000 to build at least 60 permanently affordable homes for seniors, along with a child care center, at the corner of North Forest Street and Laurel Street in Bellingham.

Opportunity Council offers to assemble the \$20,000,000 for construction if the County offers to provide the land as is allowed by the Whatcom County Code 1.10.340 and the Revised Code of Washington 39.33.115.

The County-owned property, the Forest Street Annex at 1000 North Forest Street, can meet high priority, community needs by replacing an aging building. The County's Capital Facilities Overview in 2019 noted some of the current building's deficiencies, concluding, "Building age and current condition deem major renovations or improvements to building unwise and other options should be explored." (Council Agenda AB2019-371, July 9, 2019)

We appreciate your willingness to explore an option that Opportunity Council believes will be a strong contender for millions of dollars of funding from the Bellingham Home Fund, the Washington Housing Trust Fund, the federal Low Income Housing Tax Credits from the Washington State Housing Finance Commission, along with funding from other private and public sources.

This proposed, showcase project, with sixty or more high-quality, permanently affordable homes and a child care center on the ground floor, fits your Policy Vision for 2020-24 and fits the City's Downtown Redevelopment Plan, Comprehensive Plan, and its 2018-2022 Consolidated Plan.

#### Community Action

A Community Action Agency  
serving Whatcom, Island and  
San Juan Counties since 1965

Whatcom County  
1111 Cornwall Ave., Suite C  
Bellingham, WA 98225  
(360) 734-5121  
(800) 649-5121  
Fax (360) 671-0541

Island County  
1791 NE 1st Ave.  
P.O. Box 922  
Oak Harbor, WA 98277  
(360) 679-6577  
(800) 317-5427  
Fax (360) 679-2440

San Juan County  
(800) 649-5121

www.opcco.org

All of the homes will be affordable for seniors with low income (gross incomes from \$18,000 to \$36,000 per year) who cannot afford market-price, for-profit apartments. Opportunity Council and its allies will seek additional rent assistance so that seniors with incomes below \$18,000 will be able to afford the rents (currently capped at \$480 per month.)

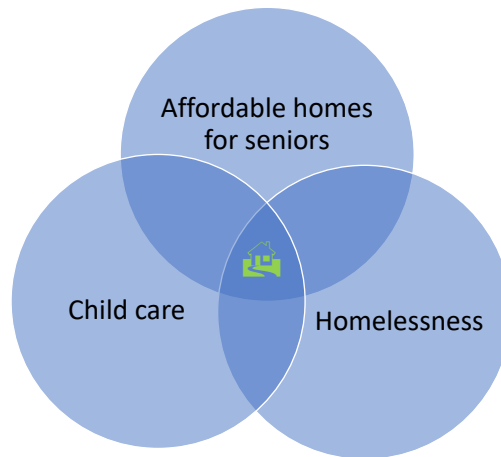
Time is of the essence. If the County can agree to the proposed transfer option agreement now, then Opportunity Council can apply for a grant from the Bellingham Home Fund when the City invites grant applications in December.

I look forward to talking with you about this potential public private partnership project. If you would like my help presenting this to the County Council and others, it would be my pleasure.

Thank you for your consideration of this request.

Attachment: pdf of ppt slides listing project highlights

## Opportunity Council's Proposal Responds to Community Priorities



1

## Growing need for low-income senior housing

Three overlapping document covers are shown. The leftmost cover is titled "AGING WELL WHATCOM BLUEPRINT Presented September 2019" and features the "CHUCKANUT HEALTH FOUNDATION" logo at the bottom. The middle cover is titled "A HOME FOR EVERYONE Strategic Plan to End Homelessness in Whatcom County 2019 Local Plan Update Phase 5 Submitted by the Whatcom County Health Department" and features the "Whatcom County HEALTH Department" logo at the bottom. The rightmost cover is titled "Consolidated Plan City of Bellingham 2018-2022 Consolidated Plan" and features the "Consolidated Plan" logo at the top. It also includes the date "May 29, 2018" and the text "Covers the period from July 1, 2018 – June 30, 2023". A small disclaimer at the bottom of the rightmost cover states: "This is a public summary version of the City of Bellingham Consolidated Plan. The full version of the Consolidated Plan submitted to HUD is available on the same location as this version, ensuring as closely as possible what is submitted digitally to HUD through their Integrated Data and Information System (IDIS). Please contact the Community Development Division, Department of Planning & Community Development at [planning@cityofbellingham.org](mailto:planning@cityofbellingham.org) with any questions or comments, or visit <http://www.cityofbellingham.org>." The "Consolidated Plan" logo also includes the text "Bellingham" below it.

2

## Opportunity Council's Proposal in a nutshell

- A Public Private Partnership Project led by Opportunity Council
- A showcase project that co-locates much needed affordable homes for seniors with child care for families who live or work nearby
- Opportunity Council leads the development team and becomes long-term owner and manager of the apartments and child care center
- Whatcom County invests underutilized property to leverage more than \$20,000,000 for construction from private and public sources
- County land transfer authorized by RCW 39.33.115 and WCC 1.10.340

3

## Development details and considerations

- At least 60 apartments for seniors who cannot afford market-price apts
- Permanent homes and a service enriched community for residents
- Homes affordable at 30 percent to 60 percent of area median income, affordable when gross income is roughly \$18,000 to \$36,000 per year
- Monthly rents well below market-price, for-profit apartments
- Ten percent of homes reserved for seniors exiting homelessness
- Community spaces onsite for residents to use and enjoy
- Child care center for up to 60 children with dedicated play space
- On a WTA bus route in a walkable neighborhood with easy access to jobs and services (parks, trails, grocery, pharmacy, etc.)

4

### Development details and considerations (cont.)

- Matches County Executive's Policy Vision 2020-24 for Housing Crisis solutions: public private collaborations and investments
- Matches the City's Downtown redevelopment plans and strategies
- OC has a stellar team to get the project started immediately
- Whatcom County needs a project ready to compete in 2021 for Low Income Housing Tax Credits, approx. \$12,000,000 of the \$20,000,000
- Green building features; high quality materials and finishes
- Shared operational efficiencies with OC's Dorothy Place (adjacent)
- OC aims for an exemplary, showcase project that proves how public land leverages private funding to build permanently affordable homes

5

### Development timeline

- Authorize a Transfer Option Agreement between OC and the County (this level of site control is necessary prior to January 2021 when City of Bellingham Home Fund application process begins)
- OC conducts due diligence and feasibility study in 2020
- OC pursues Bellingham Home Fund grant in early 2021. If successful...
- OC pursues WA Housing Trust Fund and federal Low Income Housing Tax Credits in late 2021 (along with other public and private funding)
- Construction starts 2022 third quarter
- Occupancy and child care start up in 2023 third quarter

6



7

### Forest Street Annex conditions

- County Capital Facilities Overview July 2019 included this property
- Agenda Bill 2019-371: Discussion/presentation on the state of capital facilities and long-term capital facilities planning
- Report noted: Building has a very old HVAC system on upper level; no HVAC system on the lower (basement) level; leaky foundation needs to be sealed; no fire alarm or fire suppression system in the building
- Report concluded: "Building age and current condition deem major renovations or improvements to building unwise and other options should be explored"

8



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-472

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<b>File ID:</b>	AB2020-472	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	10/21/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Resolution		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

---

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

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

Resolution certifying amounts to be levied by Whatcom County taxing districts to the County Assessor

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

RCW 84.52.070

Certification of levies to assessor.

(1) It is the duty of the county legislative authority of each county, on or before the thirtieth day of November in each year, to certify to the county assessor the amount of taxes levied upon the property in the county for county purposes, and the respective amounts of taxes levied by the board for each taxing district, within or coextensive with the county, for district purposes.

(2) It is the duty of the council of each city having a population of three hundred thousand or more, and of the council of each town, and of all officials or boards of taxing districts within or coextensive with the county, authorized by law to levy taxes directly and not through the county legislative authority, on or before the thirtieth day of November in each year, to certify to the county assessor the amount of taxes levied upon the property within the city, town, or district for city, town, or district purposes.

(3) If a levy amount is certified to the county assessor after the thirtieth day of November, the county assessor may use no more than the certified levy amount for the previous year for the taxing district. This subsection (3) does not apply to state levies or when the assessor has not certified assessed values as required by RCW 84.48.130 at least twelve working days before November 30th.

---

## HISTORY OF LEGISLATIVE FILE



**Date:**

**Acting Body:**

**Action:**

**Sent To:**

---

**Attachments:** Proposed Resolution, Levy Cert - Cemetery Dist #6, Levy Cert - City of Sumas, Cemetery Dist #1-Levy, Cemetery Dist #5-Levy Cert, Levy Cert - Cemetery Dist #9, Levy Cert - City of Nooksack, Levy Cert - Fire Dist #4, Levy Cert - SWFA, Levy Cert - WCFD # 8, Levy Cert - WCFD #5, Levy Cert - WCFD #7, Levy Cert WCFD #14, Levy Cert - WCFD #17, Levy Cert - WCFPD #18, Levy Cert- EMS Fire Dist #4, Levy Cert - Cemetery Dist #4, Levy Cert - Cemetery Dist #8, Levy Cert - Cemetery Dist #3, Levy Cert - WCFD #1, Levy Cert - Lynden Park & Rec Dist #3, Levy Cert - City of Everson, Levy Cert - City of Ferndale, Levy Cert - City of Lynden, Levy Cert - Cemetery Dist#10, Levy Cert - Ferndale SD #502, Levy Cert - Pt Roberts Hospital Dist, Levy Cert - WCFD #21, Levy Cert - Chuckanut Comm Forest Dist, Levy Cert - Blaine - BB Parks & Rec Dist #2

PROPOSED BY: CLERK OF THE COUNCIL  
INTRODUCED: NOVEMBER 24, 2020

RESOLUTION NO. \_\_\_\_\_

**CERTIFYING PROPERTY TAX LEVIES FOR COLLECTION IN 2021 TO THE  
COUNTY ASSESSOR**

**WHEREAS**, pursuant to the provisions of RCW 84.52.070, it is the duty of the Whatcom County Council to certify to the County Assessor the amount of taxes levied upon the property in the County for County purposes and the respective amounts of taxes levied by the board for each city, town and taxing district within or coextensive with Whatcom County in 2020, for city, town, or district purposes.

**NOW, THEREFORE, BE IT RESOLVED**, the Whatcom County Council hereby certifies to the Whatcom County Assessor the respective amounts of taxes levied by the board for each taxing district as outlined in Exhibit A to this resolution.

**BE IT FURTHER RESOLVED**, in making such certification the Council is relying on information provided by the taxing districts.

**BE IT FINALLY RESOLVED**, should the valuation of one or more districts change significantly, the County Assessor, with permission of the taxing district, is hereby authorized to adjust the amount of taxes levied, upon written notification to the Whatcom County Council.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Civil Deputy Prosecutor

## **EXHIBIT A**

### CERTIFICATION OF PROPERTY TAX LEVIES FOR TAXING DISTRICTS

In accordance with RCW 84.52.070, the Whatcom County Council hereby certifies to the Whatcom County Auditor the amounts to be levied by each of the following taxing districts for collection in 2021:

<b>DISTRICT</b>	<b>REGULAR LEVY</b>	<b>EXCESS LEVY</b>	<b>REFUND LEVY</b>	<b>CERTIFIED AMOUNT</b>
City of Bellingham				
City of Blaine				
Cemetery Dist #1	\$2,100.00		\$6.53	
Cemetery Dist #2				
Cemetery Dist #3	\$6,783.96		\$2.14	
Cemetery Dist #4	\$43,000.00		\$154.62	
Cemetery Dist #5	\$5,290.00		\$21.14	
Cemetery Dist #6	\$126,761.59		\$194.07	
Cemetery Dist #7				
Cemetery Dist #8 – 11/16	\$6,621.90		\$24.97	
#8 submitted 10/28	\$6,596.00			
#8 submitted 11/6	\$6,627.45		\$30.52	
Cemetery Dist #9	\$47,995.00		\$105.29	
Cemetery Dist #10	\$167,402.26			
Cemetery Dist #11				
Conservation Futures				
City of Everson	\$301,270.60		\$825.75	
Flood Control Zone				
Fire Dist #1	\$1,505,288.81		\$3,416.97	
Fire Dist #4	\$1,553,239.45		\$6,681.38	
Fire Dist #5	\$630,000.00		\$2,351.95	
Fire Dist #7	\$6,195,000.00	\$258,200.00	\$13,462.71	
Fire Dist #8	\$1,069,569.38	\$665,000.00	\$3,974.37	
Fire Dist #11				
Fire Dist #14	\$741,000.00		\$1,938.27	
Fire Dist #16				
Fire Dist #17	\$391,371.13		\$1,035.67	
Fire Dist #18	\$369,950.38		\$225.80	
Fire Dist #19				
Fire Dist #21	\$6,435,311.14		\$10,894.89	
City of Ferndale	\$1,835,217.64	\$63,910.00	\$2,000.50	
Point Roberts Hospital	\$278,571.20		\$1,045.31	
City of Lynden	\$3,519,784.64		\$6,686.38	
City of Nooksack	\$150,855.26		\$186.09	
Point Roberts Park & Rec #1				

DISTRICT	REGULAR LEVY	EXCESS LEVY	REFUND LEVY	CERTIFIED AMOUNT
Blaine-Birch Bay Parks & Rec	\$369,319.00		\$571.63	
Lynden Parks & Rec		\$216,860.00		
Port of Bellingham				
County Road				
Rural Library				
City of Sumas	\$640,852.64		\$847.60	
Whatcom County				
Fire SWFA	\$2,740,269.88		\$4,202.11	
Fire Dist #11 EMS				
Fire Dist #16 EMS				
Affordable Housing Bellingham				
Chuckanut Comm. Forest Park	RECEIVED ?			
Fire Dist #4 EMS	\$405,805.34			
Whatcom County EMS				
Columbia Valley Parks & Rec				

DISTRICT	GENERAL FUND	DEBT SERVICE FUND	CAPITAL PROJECTS FUND	TRANSPORTATION VEHICLE FUND
Bellingham School Dist #501				
Ferndale School Dist #502	\$8,273,000.00	\$7,533,000.00		
Blaine School Dist #503				
Lynden School Dist #504				
Meridian School Dist #505				
Nooksack School Dist #506				
Mt Baker School Dist #507				

## Levy Certification

**Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.**

In accordance with RCW 84.52.020, I, Mary Imhof,  
(Name)

Secretary, for Cemetery District #6, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11-10-20:  
(Date of Public Hearing)

Regular Levy: \$ 126,761.59  
(State the total dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Refund Levy: 194.07  
(State the total dollar amount to be levied)

Signature: Mary Imhof

Date: 11-10-202

## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Jennifer Bell,  
(Name)

Finance Director, for City of Sumas, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Council  
(Name of County) (Commissioners, Council, Board, etc.)

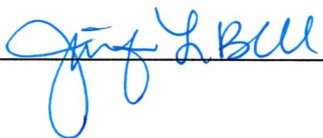
of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/09/20:  
(Date of Public Hearing)

Regular Levy: \$640,852.64  
(State the **total** dollar amount to be levied)

Excess Levy: \$0.00  
(State the **total** dollar amount to be levied)

Refund Levy: \$847.60  
(State the **total** dollar amount to be levied)

Signature: 

Date: 11/12/20

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.

## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Shirley Pettigrew,  
(Name)

Sexton/Secretary, for WCCD #1, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/9/20:  
(Date of Public Hearing)

Regular Levy: \$ 2,100.00  
(State the total dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Refund Levy: \$ 6.53  
(State the total dollar amount to be levied)

Signature: Shirley Pettigrew

Date: 11/9/20

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## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Kathy Kuipers,  
(Name)  
Secretary/Treasurer, for Cemetery District #5, do hereby certify to  
(Title) (District Name)  
the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)  
of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)  
budget, which was adopted following a public hearing held on 11-9-2020  
(Date of Public Hearing)

Regular Levy: 5,290.00  
(State the total dollar amount to be levied)

Excess Levy: 0.00  
(State the total dollar amount to be levied)

Refund Levy: 21.14  
(State the total dollar amount to be levied)

Signature: Kathy Kuipers

Date: Nov. 9, 2020

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REV 64 0100e (w) (2/21/12)



## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Amanda Hadeen,  
(Name)  
Secretary, for Whatcom County Cemetery Dist #9, do hereby certify to  
(Title) (District Name)  
the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)  
of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)  
budget, which was adopted following a public hearing held on 11/12/2020:  
(Date of Public Hearing)

Regular Levy: \$47,995.00  
(State the total dollar amount to be levied)

Excess Levy: —  
(State the total dollar amount to be levied)

Refund Levy: \$ 105.29  
(State the total dollar amount to be levied)

Signature: Amanda Hadeen

Date: 11-12-2020

## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Virginia Arnason,  
(Name)

Clerk Treasurer, for City of Nooksack, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Nooksack City Council  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/02/20 :  
(Date of Public Hearing)

Regular Levy: \$150,855.26  
(State the total dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Refund Levy: \$186.09  
(State the total dollar amount to be levied)

Signature: \_\_\_\_\_

Date: 11/10/20

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**CITY OF NOOKSACK  
DISTRIBUTUTION OF REGULAR LEVY FUNDS FOR 2021 TAXES**

<b>DISTRIBUTION OF REGULAR LEVY FUNDS:</b>	<b>DOLLAR AMOUNT</b>
AMOUNT TO BE DEPOSITED IN THE EXPENSE FUND	\$37,713.82
AMOUNT TO BE DEPOSITED IN THE STREET FUND	<u>\$113,141.44</u>
<b>TOTAL</b>	<b>\$ 150,855.26</b>

## Levy Certification

RECEIVED

NOV 16 2020

WHATCOM COUNTY  
COUNCIL

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Kerstin Parks,  
(Name)

District Administrator, for Whatcom County Fire Protection, do hereby certify to  
(Title) District 4  
(District Name)

the Whatcom County legislative authority that the Fire Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/12/2020;  
(Date of Public Hearing)

Regular Levy: \$1,553,239.45  
(State the **total** dollar amount to be levied)

Excess Levy: \$0.00  
(State the **total** dollar amount to be levied)

Refund Levy: \$6,681.38  
(State the **total** dollar amount to be levied)

Signature: *Kerstin Parks*

Date: 11/12/2020

WHATCOM COUNTY FIRE PROTECTION DISTRICT 4  
4142 BRITTON LOOP RD.  
BELLINGHAM, WA 99226  
(360) 318-9933

**Resolution No. 2020-6**

**ADOPTING THE 2021 BUDGET**

BE IT RESOLVED BY THE COMMISSIONERS OF WHATCOM COUNTY FIRE PROTECTION DISTRICT 4 AS FOLLOWS:


1. That the County Assessor has notified the Board of Fire Commissioners of Whatcom County Fire Protection District 4 that the estimated assessed valuation of real properties lying within the boundaries of said Fire District for the calendar year 2021 is \$1,890,691,895
2. That the Honorable County Council of Whatcom County, Washington, be and are hereby requested to make a levy for (year) 2020 for said Whatcom County Fire Protection District 4 of \$1,559,920.83
3. That the County Treasurer of Whatcom County, Washington, be and is hereby authorized and directed to deposit and sequester the monies received from the collection of the tax levy specified in Section 2 above in the amounts and funds specified below:

A.	\$ 1,559,920.83	into the Expense Fund of said Fire District
B.	\$ - 0 -	into the Reserve Fund of said Fire District
C.	\$ - 0 -	into the Capital Fund of said Fire District
D.	\$ - 0 -	into the General Obligation Fund of said Fire District

to be used for the sole purpose of paying the interest and principal of said Fire Districts' General Obligation Bonds heretofore authorized and now outstanding. This levy to be without limitation as to rate or amount, and sufficient to pay the principal of and interest on said bonds as the same shall become due.

4. That one copy of this resolution shall be delivered to the following:  
Assessor of Whatcom County, Washington.

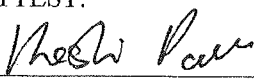
Adopted at a meeting of the Board of Commissioners, Whatcom County Fire Protection District 4, this 12th day of November, 2020.

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

ATTEST:

  
\_\_\_\_\_  
Kerstin Parks, Board Secretary  
Whatcom County Fire Protection District 4

RESOLUTION NO. 2020-4

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WHATCOM COUNTY FIRE PROTECTION DISTRICT 4, AUTHORIZING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY OF \$15,291.40, OR MAXIMUM ALLOWED BY LAW, WHICH, OTHER THAN NEW CONSTRUCTION, IS A PERCENTAGE INCREASE OF 1% OVER THE PREVIOUS YEAR'S LEVY.**

**WHEREAS**, Whatcom County Fire Protection District 4's Commissioners attest that the district population is less than 10,000; and

**WHEREAS**, the Board of Fire Commissioners has properly given notice of the public hearing held on November 12, 2020, to consider Whatcom County Fire Protection District 4's levy for the 2021 fiscal year, pursuant to RCW 84.55.120; and

**WHEREAS**, the Board of Fire Commissioners, after hearing and after duly considering all relevant evidence and testimony presented, determined that Whatcom County Fire Protection District 4 requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of Whatcom County Fire Protection District 4 and in its best interest;

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF WHATCOM COUNTY FIRE PROTECTION DISTRICT 4:**

1. An increase in the regular property tax levy, in addition to any amount resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, is hereby authorized for the 2020 levy, to be collected in 2021, in the amount of \$15,291.40, or maximum allowed by law, which is a percentage increase of 1% from the previous year.

**ADOPTED**, at the meeting of the Board of Fire Commissioners, this 12<sup>th</sup> day of November, 2020, by a majority of the members.

**WHATCOM COUNTY  
FIRE PROTECTION DISTRICT 4**



Chairman

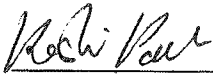


Commissioner



Commissioner

**ATTESTED:**



Board Secretary

**RESOLUTION NO. 2020-5**  
**RCW 84.55.120**

**WHEREAS**, the Board of Fire Commissioners of Whatcom County Fire Protection District 4 has met and considered its budget for the calendar year 2021; and

**WHEREAS**, the districts actual levy amount from the previous year was \$399,200.48; and

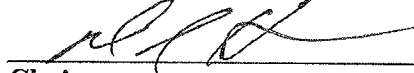
**WHEREAS**, the population is less than 10,000; and now, therefore,

**BE IT RESOLVED** by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2021 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$3,992.00 which is a percentage increase of 1% from the previous year. The increase is exclusive of additional revenue resulting from new construction, improvements to property, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

**ADOPTED**, at the meeting of the Board of Fire Commissioners, this 12<sup>th</sup> day of November, 2020, by a majority of the members.

**WHATCOM COUNTY**  
**FIRE PROTECTION DISTRICT 4**



**Chairman**




**Commissioner**



**Commissioner**

**ATTESTED:**



**Board Secretary**



## Levy Certification

RECEIVED  
NOV 16 2020  
WHATCOM COUNTY  
COUNCIL

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Rodney D Topel,  
(Name)

Fire Chief, for South Whatcom Regional Fire Authority, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Board of Fire Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on November 12, 2020 :  
(Date of Public Hearing)

Regular Levy: \$2,740,269.88  
(State the total dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Refund Levy: \$4,202.11  
(State the total dollar amount to be levied)

Signature: \_\_\_\_\_

Date: November 13, 2020

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**SOUTH WHATCOM FIRE AUTHORITY  
2050 LAKE WHATCOM BLVD.  
BELLINGHAM, WA 98229**

ORIGINAL

**RESOLUTION 2020-15**

**A resolution of the Board of the Fire Commissioners of South Whatcom Fire Authority making a declaration of substantial need for the purpose of setting the limit factor for the property taxes for 2021**

**Whereas**, RCW 84.55.101 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest lawful levy plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and

**Whereas**, under RCW 84.55.005(2) (c) the limit factor for having a taxing jurisdiction with a population of 10,000 or over is the lesser of 101 percent or 100 percent plus inflation, and

**Whereas**, RCW 84.55.005(1) defines “inflation” as the percentage change in the implicit prices deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the Federal Department of Commerce in September of the year before taxes are payable; and

**Whereas**, “inflation” for September 2020 is 0.602 percent and the limit factor is 100.602 percent, meaning the taxes levied in SOUTH WHATCOM FIRE AUTHORITY in 2020 for collection in 2021 will decrease except for the amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state assessed utility property; and

**Whereas**, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need by a super majority, four out of five commissioners; and

**Whereas**, SOUTH WHATCOM FIRE AUHTORITY has experienced increased costs as related to Fire and EMS operations, the repair and maintenance of facilities and apparatus, while experiencing record demands for services from the public; and

**Whereas**, the increase in demands upon the resources of SOUTH WHATCOM FIRE AUTHORITY in the coming year require additional funds to provide for service in the area of Fire and EMS operations, and since lower than projected revenues have not kept pace with these associated costs, the Fire Authority is prompted to declare a substantial need; and

**Whereas**, The Board of Fire Commissioners have reviewed the sources of funding for the necessary Fire Authority programs and services and finds there is a substantial need for applying the 101 percent limit factor under the Chapter 84.55 RCW in setting the regular property tax and the elements of substantial need identified by the Board of Fire Commissioners to include, but not limited to, providing for the public health and safety as described in the 2021 Budget, and the findings of substantial need is further defined as including increased demands upon resources of the Fire Authority in the coming year to provide services in the areas of fire suppression, EMS services and hazardous materials responses and

ORIGINAL

**Now, Therefore, Be it Resolved,** by the BOARD OF FIRE COMMISSIONERS of the SOUTH WHATCOM FIRE AUTHORITY that: Section 1. A finding is made of substantial need under RCW 84.55.0101, which authorizes the use of a limit factor of 101 (101 percent or less) for the property tax levy for 2021.

**ADOPTED,** at the regular meeting of the Board of Commissioners, South Whatcom Regional Fire Authority, this 12<sup>th</sup> day of November 2020. Present and voting:

\_\_\_\_\_  
Chairperson James Willson

\_\_\_\_\_  
Commissioner Stefen Paige

\_\_\_\_\_  
Commissioner Robert Ekdahl

\_\_\_\_\_  
Commissioner Jim Peeples

\_\_\_\_\_  
Commissioner Brian Martin

*Carrie Carter*  
\_\_\_\_\_  
Board Secretary

## Rod Topel

---

**From:** James Willson <jamesmwillson@yahoo.com>  
**Sent:** Thursday, November 12, 2020 5:18 PM  
**To:** Rod Topel  
**Subject:** Re: Approval Signature for Resolution 2020-15 - Setting the Limit Factor for Property Taxes 2021

Resolution 2020-15, A Resolution of the Fire Commissioners of South Whatcom Fire Authority Making a Declaration of Substantial Need for the Purpose of Setting the Limit Factor for the Property Taxes for 2021, is electronically signed this 12<sup>th</sup> day of November, 2020, by Commissioner Willson.

On Thursday, November 12, 2020, 04:41:47 PM PST, Rod Topel <rtopel@swrfa.org> wrote:

Commissioner Willson, attached is Resolution 2020-15 – Setting the Limit Factor for Property Taxes that was adopted during the virtual meeting held November 12, 2020. Please respond to this email with an electronic signature with the following statement:

Resolution 2020-15, A Resolution of the Fire Commissioners of South Whatcom Fire Authority Making a Declaration of Substantial Need for the Purpose of Setting the Limit Factor for the Property Taxes for 2021, is electronically signed this 12<sup>th</sup> day of November, 2020, by Commissioner Willson.

Rod Topel, Fire Chief

South Whatcom Fire Authority

2050 Lake Whatcom Blvd, Bellingham 98229

(360)676-8080; [rtopel@swrfa.org](mailto:rtopel@swrfa.org)

[WWW.SWRFA.ORG](http://WWW.SWRFA.ORG)

CERTIFICATION

ORIGINAL

STATE OF WASHINGTON  
COUNTY OF WHATCOM

I, Carrie Carter, Secretary for the Board of Fire Commissioners of South Whatcom Fire Authority, do hereby certify that the following is a true and correct copy of the budget for the year 2021 adopted by the fire commissioners of said South Whatcom Fire Authority and appearing in the minutes of a meeting held on the 12th day of November, 2020, requesting the County Council of Whatcom County to levy taxes as follows:

A.	EXPENSE FUND:	
(1)	REGULAR LEVY (752)	\$ 2,740,269.88
(2)	EMERGENCY MEDICAL SERVICES LEVY	\$ - 0 -
(3)	EXCESS LEVY	\$ - 0 -
(4)	REFUND LEVY	\$ 4,202.11
B.	RESERVE FUND (75220)	\$ - 0 -
C.	REGISTERED WARRANT FUND	\$ - 0 -
D.	G.O. BOND FUND (75210)	\$ 228,100.00
E.	CAPITAL IMPROVEMENT FUND (75230)	\$ - 0 -
F.	OTHER _____	\$ - 0 -
	TOTAL TAXES REQUIRED	\$ 2,972,571.99

Given under my hand and the official seal of said district on this 12<sup>th</sup> day of November 2020.

*Carrie Carter*

Carrie Carter, Board Secretary  
South Whatcom Regional Fire Authority

SOUTH WHATCOM FIRE AUTHORITY  
2050 LAKE WHATCOM BLVD.  
BELLINGHAM, WA 99229  
(360) 676-8080

ORIGINAL

Resolution No. 2020-17

**ADOPTING THE TAXES FOR 2021 BUDGET**

BE IT RESOLVED BY THE COMMISSIONERS OF SOUTH WHATCOM REGIONAL FIRE AUTHORITY AS FOLLOWS:

1. That the County Assessor has notified the Board of Fire Commissioners of South Whatcom Fire Authority that the **estimated** assessed valuation of real properties lying within the boundaries of said Fire Authority for the calendar year 2020 is \$ 2,587,749,224.00.
2. That the Honorable County Council of Whatcom County, Washington, be and are hereby requested to make a levy for (year) 2020 for said South Whatcom Fire Authority of \$ 2,972,571.99.
3. That the County Treasurer of Whatcom County, Washington, be and is hereby authorized and directed to deposit and sequester the monies received from the collection of the tax levy specified in Section 2 above in the amounts and funds specified below:

A. \$ 2,744,471.99	into the Expense Fund of said Fire Authority
B. \$ - 0 -	into the Reserve Fund of said Fire Authority
C. \$ - 0 -	Registered Warrant Fund
D. \$ 228,100.00	to be used for the sole purpose of paying the

interest and principal of said Fire Authorities General Obligation Bonds heretofore authorized and now outstanding. This levy to be without limitation as to rate or amount, and sufficient to pay the principal of and interest on said bonds as the same shall become due.

E. \$ - 0 -	into the Capital Improvement Fund of said Fire
-------------	--

Authority

4. That one copy of this resolution shall be delivered to each of the following:

Board of County Council and Assessor of Whatcom County, Washington.

Adopted at a meeting of the Board of Commissioners, South Whatcom Regional Fire Authority, this 12th day of November, 2020.

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

Carrie Carter  
Carrie Carter, Board Secretary  
South Whatcom Regional Fire Authority

## Levy Certification

RECEIVED

NOV 16 2020

WHATCOM COUNTY  
COUNCIL

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Bill Hewett,  
(Name)

Fire Chief, for Whatcom County Fire Prot. Dist. 8, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/12/20:  
(Date of Public Hearing)

Regular Levy: \$1,069,569.38  
(State the **total** dollar amount to be levied)

Excess Levy: \$665,000.00  
(State the **total** dollar amount to be levied)

Refund Levy: \$3,974.37  
(State the **total** dollar amount to be levied)

Signature: \_\_\_\_\_

Date: 11/12/20

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RECEIVED

NOV 12 2020

WHATCOM COUNTY  
COUNCIL

## Resolution 2020-02

Bill Hewett, Chief, Whatcom County Fire District 8

### WHATCOM COUNTY FIRE PROTECTION DISTRICT 8

#### A RESOLUTION ADOPTING THE TAX REVENUES AND BUDGET FOR THE YEAR 2021

**Whereas,** The County Assessor for Whatcom County has advised the Board of Commissioners of Whatcom County Fire Protection District 8 that the assessed value of real properties lying within the boundaries of said District have been estimated; and,

**Whereas,** Title 84.52.020 of the Revised Code of Washington requires that the District must certify to the county legislative authority for the purpose of levying District taxes, budgets or the estimates of the amount to be raised by taxation; and,

**Whereas,** the assessed valuation of real properties lying within the boundaries of said District to be used for the actual calculation of the levy for 2020 for the calendar year 2021 is \$888,730,060; and,

**Whereas,** the voters of said District passed a Maintenance and Operations Levy in 2020; and,

**Whereas,** the assessed valuation of new construction of properties lying within the boundaries of said District for the calendar year 2021 is estimated to be \$4,824,085; now,

**Now, therefore, be it resolved that**

1. The attached hereto Exhibit "A" (by this reference made a part of this resolution) be, and hereby is adopted as the budget of Whatcom County Fire Protection District No 8 for the calendar year of 2021,
2. That the Honorable County Council of Whatcom County, Washington, be and are hereby requested to make a levy for 2021 for said Whatcom County Fire Protection District No 8 in the amount of \$1,073,543.75
3. That the Honorable County Council of Whatcom County, Washington, be and are hereby requested to make a Maintenance and Operations levy for 2021 for said Whatcom County Fire Protection District No 8 in the amount of \$665,000.00.
4. That the County Treasurer of Whatcom County, Washington, be and is hereby authorized and directed to deposit and sequester the monies received from the collection of the tax levy specified in Section 2 above in the amounts and funds specified below:
  - A. \$1,738,543.75 into the Expense Fund of said District
  - B. \$ -0- into the Reserve Fund of said District
  - C. \$ -0- into the Registered Warrant Fund

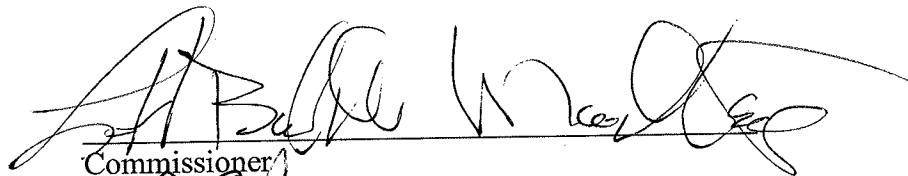
D. \$	-0-	into the General Obligations Fund
E. \$	-0-	into the Capital Improvement Fund of said District
F. \$	-0-	into the other Fund of said District

5. That one copy of this resolution together with Exhibit "A" shall be delivered to each of the following:

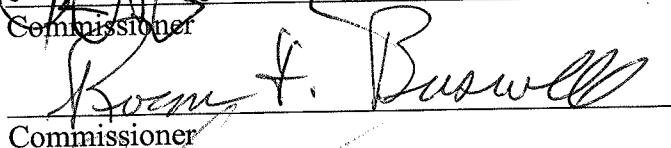
- County Council and Auditor of Whatcom County, Washington

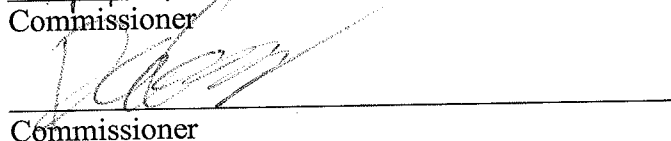
**Be it further resolved**, that should any adjustments in the above identified amounts become necessary due to tax increase limit legislation, tax limits due to prorating, or due to errors in making estimations on assessed values, all necessary adjustments will be made to the Expense Fund of said District.

**ADOPTED**, at the special meeting of the Board of Commissioners, Whatcom County Fire Protection District 8, this 12<sup>th</sup> day of November 2020. Present and voting:

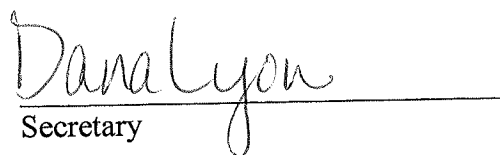
  
Commissioner

  
Commissioner

  
Commissioner

  
Commissioner

\_\_\_\_\_  
Commissioner

  
Secretary



## Levy Certification

**Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.**

In accordance with RCW 84.52.020, I, Patty Markel,  
(Name)

Finance Manager, for Whatcom County Fire District 5, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Board of Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/10/20:  
(Date of Public Hearing)

Regular Levy: \$630,000.00  
(State the **total** dollar amount to be levied)

Excess Levy: \$0.00  
(State the **total** dollar amount to be levied)

Refund Levy: \$2,351.95  
(State the **total** dollar amount to be levied)

Signature: Patty Markel

Date: 11/10/2020

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## Levy Certification

**Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.**

In accordance with RCW 84.52.020, I, Larry Hoffman,  
(Name)

Chief, for Whatcom County Fire District No. 7, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/12/21:  
(Date of Public Hearing)

Regular Levy: \$6,195,000.00  
(State the **total** dollar amount to be levied)

Excess Levy: \$258,200.00  
(State the **total** dollar amount to be levied)

Refund Levy: \$13,462.71  
(State the **total** dollar amount to be levied)

Signature: 

Date: 11/12/20

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## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Jo Olson,  
(Name)

Secretary, for Whatcom County Fire Distict 14, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/10/2020:  
(Date of Public Hearing)

Regular Levy: \$741,000.00  
(State the **total** dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the **total** dollar amount to be levied)

Refund Levy: \$1,938.27  
(State the **total** dollar amount to be levied)

Signature: Electronically signed  
Jo Olson

Date: \_\_\_\_\_  
11/10/20

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.

REV 64 0100e (w) (2/21/12)



Jo Olson

---

**From:** RobRoy Graham <rgraham@wcfd14.org>  
**Sent:** Tuesday, November 10, 2020 5:16 PM  
**To:** Jo Olson  
**Subject:** Re: REPLY EMAIL: For Levy Certification for 2021

- **Approved and Electronically signed this 10th day of November, 2020, by Commissioner RobRoy Graham**

On Tue, Nov 10, 2020 at 3:08 PM Jo Olson <[jolson@wcfd14.org](mailto:jolson@wcfd14.org)> wrote:

Hello Commissioners,

**For tonight’s online meeting 11/10/2020 at 5PM**

Attached [Is the Levy Certification](#) for your review and approval.

[Levy Certification information](#) *emailed* to commissioners by secretary Olson.

**AFTER APPROVAL: Please add your name and reply back to this email from your district email.**

**IMPORTANT REPLY TO THIS EMAIL TONIGHT AFTER APPROVAL:**

**Please reply to this email with BELOW statement to Jo Olson from your district email.**

- **Approved and Electronically signed this 10th day of November, 2020, by Commissioner \_\_\_\_\_.**



Thanks so much,

*Jo Olson*

Administrative Secretary

Whatcom County Fire District NO. 14

**P: 360-778-2823**

P:360-599-2823

F:360-599-2373

[jolson@wcfd14.org](mailto:jolson@wcfd14.org)



## Jo Olson

---

**From:** Leonard Bjornstad <sbjornstad@wcfd14.org>  
**Sent:** Tuesday, November 10, 2020 5:18 PM  
**To:** Jo Olson  
**Subject:** Re: REPLY EMAIL: For Levy Certification for 2021

Approved and electronically signed this 10th day of November 2020  
Leonard Bjornstad  
Commissioner

On Tue, Nov 10, 2020 at 3:08 PM Jo Olson <[jolson@wcfd14.org](mailto:jolson@wcfd14.org)> wrote:

Hello Commissioners,

**For tonight's online meeting 11/10/2020 at 5PM**

Attached [Is the Levy Certification](#) for your review and approval.

[Levy Certification information](#) emailed to commissioners by secretary Olson.

**AFTER APPROVAL: Please add your name and reply back to this email from your district email.**

**IMPORTANT REPLY TO THIS EMAIL TONIGHT AFTER APPROVAL:**

Please reply to this email with **BELOW** statement to Jo Olson from your district email.

- **Approved and Electronically signed this 10th day of November, 2020, by Commissioner \_\_\_\_\_.**



Thanks so much,

*Jo Olson*

Administrative Secretary

Whatcom County Fire District NO. 14

**P: 360-778-2823**

P:360-599-2823

F:360-599-2373

[jolson@wcfd14.org](mailto:jolson@wcfd14.org)



## Jo Olson

---

**From:** Chris Moe <cmoe@wcf14.org>  
**Sent:** Tuesday, November 10, 2020 5:15 PM  
**To:** Jo Olson  
**Subject:** Re: REPLY EMAIL: For Levy Certification for 2021

**Approved and Electronically signed this 10th day of November, 2020, by Commissioner Chris Moe.**

On Tue, Nov 10, 2020 at 3:08 PM Jo Olson <[jolson@wcf14.org](mailto:jolson@wcf14.org)> wrote:

Hello Commissioners,

**For tonight's online meeting 11/10/2020 at 5PM**

Attached [Is the Levy Certification](#) for your review and approval.

[Levy Certification information](#) emailed to commissioners by secretary Olson.

**AFTER APPROVAL: Please add your name and reply back to this email from your district email.**

**IMPORTANT REPLY TO THIS EMAIL TONIGHT AFTER APPROVAL:**

Please reply to this email with BELOW statement to Jo Olson from your district email.

- **Approved and Electronically signed this 10th day of November, 2020, by Commissioner \_\_\_\_\_.**



Thanks so much,

*Jo Olson*

Administrative Secretary

Whatcom County Fire District NO. 14

**P: 360-778-2823**

P:360-599-2823

F:360-599-2373

[jolson@wcfd14.org](mailto:jolson@wcfd14.org)



## Levy Certification

RECEIVED

NOV 16 2020

WHATCOM COUNTY  
COUNCIL

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Val Klepac,  
(Name)

Secretary, for Whatcom County Fire Dist. #17, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/12/20:  
(Date of Public Hearing)

Regular Levy: \$391,371.13  
(State the **total** dollar amount to be levied)

Excess Levy: \$0.00  
(State the **total** dollar amount to be levied)

Refund Levy: \$1,035.67  
(State the **total** dollar amount to be levied)

Signature: Val Klepac

Date: Nov 12, 2020

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REV 64 0100e (w) (2/21/12)

**WHATCOM COUNTY FIRE DISTRICT #17**  
**2021 FINAL BUDGET**

Account	TITLE	BUDGETED	NOTES
522 11 11 00	COMMISSIONER WAGES	\$ 4,992.00	\$128 PER MEETING X 3 COMMISSIONERS
522 11 41 00	LEGAL EXPENSES/VOUCHER CHECK CHARGES	\$ 4,000.00	VOUCHER COST- LEGAL COSTS
522 11 46 00	INSURANCE: PROPERTY/FIRE	\$ 15,000.00	VEHICLES , STATIONS, NEW A56, NEW R56, AND BOAT - ENDURIS
522 11 49 00	PROFESSIONAL ASSOCIATION DUES	\$ 2,000.00	COUNTY & STATE COMMISSIONERS ASSOC. DUES/ CHIEF'S ASS
522 11 51 00	ELECTIONS & AUDITS	\$ 3,000.00	ELECTIONS & AUDIT ONLY
522 12 13 00	SECRETARY SALARY	\$ 21,120.00	
522 12 21 00	FICA/UNEMPL ,ETC. SECRETARY/COMMISS.	\$ 2,200.00	TAXES / UNEMPLOYMENT- SEC. & COMM.
522 12 22 00	ANNUAL FIREFIGHTER RECOGNITION	\$ 375.00	FIREFIGHTERS ANNUAL BANQUET
522 12 31 00	OFFICE SUPPLIES (CHIEF & SECRETARY)	\$ 1,000.00	CHIEF'S & SECRETARY'S ANNUAL SUPPLIES
522 12 35 10	OFFICE EQUIPMENT	\$ 500.00	
522 12 41 01	BIAS SOFTWARE & BIAS & BARS TRAINING	\$ 1,700.00	BIAS SOFTWARE AND SECRETARY SEMINAR
522 12 41 02	GRANT WRITING AND CONSULT	\$ 1,600.00	
522 12 47 20	CELL PHONES & AMBULANCE WIFI SERVICE	\$ 3,000.00	VERIZON SERVICE/AMBULANCE WIFI
522 21 11 00	FIRE CHIEF SALARY	\$ 105,600.00	
522 21 12 00	OFFICER SALARIES	\$ 9,600.00	ASST. CHIEF, 3 CAPTAINS
522 21 21 00	FICA/UNEMPL FOR CHIEF & OFFICERS	\$ 17,500.00	TAXES/UNEMPLOYMENT- CHIEF & OFFICERS
522 21 22 00	FIRE CHIEF'S HEALTH CARE & PENSION	\$ 19,555.00	
522 22 13 10	PERSONNEL-CALLS /TRAINING/BLS STIPENDS	\$ 50,840.00	
522 22 13 20	PERSONNEL EXP - DUTY SHIFTS - SICK DAYS	\$ 38,600.00	
522 22 23 10	VOLUNTEER PENSIONS & DISABILITY	\$ 1,200.00	
522 22 23 20	VOLUNTEER MEDICAL EXAMS	\$ 500.00	CARE MEDICAL RESP. EXAMS/DRUG TESTING
522 22 24 01	BUNKER GEAR	\$ 1,000.00	FIREFIGHTING GLOVES, MINOR GEAR PURCHASES
522 22 24 02	UNIFORMS/JUMPSUITS/SHIRTS/REPAIRS	\$ 2,500.00	SEAMSTRESS/ REPAIRS / DUTY SHIRTS/JUMPSUITS/CHIEF'S UNIF
522 22 24 03	FIREFIGHTERS GYM MEMBERSHIP	\$ 700.00	ESTIMATE FOR LOCKER ROOM MEMBERSHIPS
522 23 32 01	C56 Fuel	\$ 800.00	CHIEF'S VEHICLE FUEL
522 23 32 02	B56 Fuel	\$ 400.00	WEEKEND DUTY VEHICLE FUEL
522 23 32 03	E56 Fuel	\$ 500.00	ENGINE 56 FUEL
522 23 32 04	E57 Fuel	\$ 500.00	ENGINE 57 FUEL
522 23 32 05	R56 Fuel	\$ 700.00	RESCUE 56 FUEL
522 23 32 06	A56 Fuel	\$ 1,000.00	AID 56 - TRANSPORT AMBULANCE
522.23.32.07	M56 Fuel	\$ 200.00	BOAT FUEL
522 61 48 10	C56 Maintenance	\$ 700.00	
522 61 48 20	B56 Maintenance	\$ 700.00	
522 61 48 30	E56 Maintenance	\$ 1,000.00	
522 61 48 40	E57 Maintenance	\$ 300.00	
522 61 48 50	R56 Maintenance	\$ 1,000.00	
522 61 48 60	A56 Maintenance	\$ 500.00	
522.61.48.70	M56 Maintenance	\$ 2,000.00	
522 51 47 10	COMCAST / NW. TECH. IT SUPPORT	\$ 5,000.00	FIREWALL/NW TECH SUPPORT/ COMCAST
522 51 47 11	STATION 56 PROPANE	\$ 1,200.00	
522 51 47 12	STATION 56 ELECTRICITY	\$ 1,700.00	
522 51 47 14	STATION 56 WATER	\$ 400.00	
522 51 47 15	STATION 56 SEWER	\$ 960.00	
522 51 47 16	STATION 56 GARBAGE	\$ 265.00	
522 51 47 17	STATION 56 ALARM MONITORING	\$ 375.00	
522 51 48 10	STATION 56 BUILDING MAINTENANCE	\$ 2,500.00	
522 51 47 21	STATION 57 PROPANE	\$ 350.00	
522 51 47 22	STATION 57 ELECTRICITY	\$ 450.00	
522 51 47 23	STATION 57 WATER	\$ 700.00	
522 51 47 24	STATION 57 SEWER	\$ 960.00	
522 51 48 20	STATION 57 BUILDING MAINTENANCE	\$ 800.00	
522 23 34 10	FIRE SERVICE SUPPLIES	\$ 1,500.00	
522 23 34 20	EMS MEDICAL SUPPLIES	\$ 2,500.00	
522 23 35 10	FIRE EQUIPMENT- PURCHASE	\$ 2,000.00	
522 23 35 20	EMS MEDICAL EQUIPMENT PURCHASING	\$ 2,600.00	\$1600 FOR 2 POWER COT INSTALLATIONS
522.23.35.40	PAGERS & RADIOS- PURCHASE	\$ 500.00	
522 23 48 10	FIRE EQUP. MAINTENANCE & ANNUAL TESTING	\$ 5,500.00	HOSE,LADDER,SCBA FLOW, SCBA HYDRO, PUMPER, FILL STATIC

522 23 48 10	FIRE EQUIP. MAINTENANCE & ANNUAL TESTING	\$	5,500.00	HOSE,LADDER,SCBA FLOW, SCBA HYDRO, PUMPER, FILL STATIO
522 23 48 20	AID EQUIP MAINTENANCE	\$	600.00	GURNEY/STAIR CHAIR ANNUAL TESTING
522 23 48 40	PAGERS & RADIOS- MAINTENANCE	\$	1,000.00	
522 24 51 10	FCC LICENSE & DISPATCH FEES	\$	-	FCC LICENSE- NO DISPATCH FEES
522 24 51 20	FARS (RADIO USER SITE)	\$	1,300.00	FIRE AGENCY RADIO SYSTEM (OUR ANNUAL PORTION)
522 24 51 30	SERP (HAZMAT GROUP DUES)	\$	150.00	HAZMAT RESPONSE TEAM (OUR ANNUAL PORTION)
522 30 34 00	FIRE PREVENTION (PUBLIC SAFETY MATERIALS)	\$	400.00	KIDS FIRE PREVENTION MATERIALS - NO PARKING FIRE LANE SI
522.45.31.10	FIRE TRAINING	\$	1,000.00	NEW FIRE TRNG. SOFTWARE - \$50 EACH X 14 = \$700
522 45 31 20	EMS TRAINING- KING COUNTY ONLINE COURSES	\$	3,000.00	EMS CONNECT ONLINE OTEP TRAINING AND FUTURE EMT CLAS
522.70.41.01	TRANSPORT BILLING FEES/SYSTEMS DESIGN	\$	2,500.00	\$35 PER BLS TRANSPORT/POSTAGE
594.22.64.0	VEHICLE CAPITAL PURCHASE & RESERVE	\$	25,926.31	ANNUAL PAYMENT FOR NEW PIERCE SABER TRUCK

ESTIMATED TOTAL BUDGET	\$	384,418.31
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## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Socorro Ruiz,  
(Name)

Chair of Board, for WCFPD 18, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11-12-20:  
(Date of Public Hearing)

Regular Levy: 369,950.38  
(State the total dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Refund Levy: 225.80  
(State the total dollar amount to be levied)

Signature: Signed Electronically

Date: 11-12-20

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## Levy Certification

EMS  
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NOV 16 2020  
WHATCOM COUNTY  
COUNCIL

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Kerstin Parks,  
(Name)

District Administrator, for Whatcom County Fire Protection, do hereby certify to  
(Title) District 4  
(District Name)

the Whatcom County legislative authority that the Fire Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/12/2020:  
(Date of Public Hearing)

Regular Levy: \$405,805.34  
(State the total dollar amount to be levied)

Excess Levy: \$0.00  
(State the total dollar amount to be levied)

Refund Levy: \$0.00  
(State the total dollar amount to be levied)

Signature: Kerstin Parks

Date: 11/12/20

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REV 64 0100e (w) (2/21/12)

**WHATCOM COUNTY FIRE PROTECTION DISTRICT 4**  
**4142 BRITTON LOOP RD.**  
**BELLINGHAM, WA 99226**  
**(360) 318-9933**

**Resolution No. 2020-7**

**ADOPTING THE 2021 BUDGET**

BE IT RESOLVED BY THE COMMISSIONERS OF WHATCOM COUNTY FIRE PROTECTION DISTRICT 4 AS FOLLOWS:

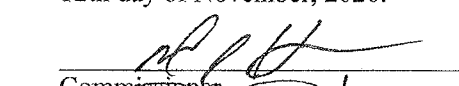
1. That the County Assessor has notified the Board of Fire Commissioners of Whatcom County Fire Protection District 4 that the estimated assessed valuation of real properties lying within the boundaries of said Fire District for the EMS levy for the calendar year 2021 is \$1,913,551,154.
2. That the Honorable County Council of Whatcom County, Washington, be and are hereby requested to make a levy for (year) 2020 for said Whatcom County Fire Protection District 4 of \$405,805.34
3. That the County Treasurer of Whatcom County, Washington, be and is hereby authorized and directed to deposit and sequester the monies received from the collection of the tax levy specified in Section 2 above in the amounts and funds specified below:

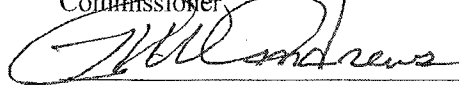
A.	\$ 405,805.34	into the Expense Fund of said Fire District-EMS Levy
B.	\$ - 0 -	into the Reserve Fund of said Fire District
C.	\$ - 0 -	into the Capital Fund of said Fire District
D.	\$ - 0 -	into the General Obligation Fund of said Fire District

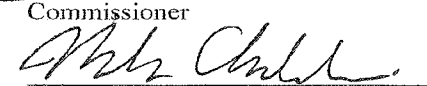
to be used for the sole purpose of paying the interest and principal of said Fire Districts' General Obligation Bonds heretofore authorized and now outstanding. This levy to be without limitation as to rate or amount, and sufficient to pay the principal of and interest on said bonds as the same shall become due.

4. That one copy of this resolution shall be delivered to the following:  
Assessor of Whatcom County, Washington.

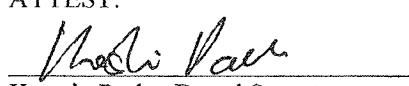
Adopted at a meeting of the Board of Commissioners, Whatcom County Fire Protection District 4, this 12th day of November, 2020.

  
Commissioner

  
Commissioner

  
Commissioner

ATTEST:

  
Kerstin Parks, Board Secretary

Whatcom County Fire Protection District 4

## Levy Certification

**Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.**

In accordance with RCW 84.52.020, I, David J Kratzig,  
(Name)

Commissioner, for Whatcom County Cemetery Dist #4, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/09/20 :  
(Date of Public Hearing)

Regular Levy: \$43,000.00  
(State the **total** dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the **total** dollar amount to be levied)

Refund Levy: \$154.62  
(State the **total** dollar amount to be levied)

Signature: David J Kratzig

Date: 11/09/20

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## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Stephen T. Falk,  
(Name)

Chairperson, for Whatcom County Cemetery District, do hereby certify to  
(Title) #8  
(District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/06/20:  
(Date of Public Hearing)

Regular Levy: \$6,621.90 *Odette*  
(State the **total** dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the **total** dollar amount to be levied)

Refund Levy: \$24.97 *Odette*  
(State the **total** dollar amount to be levied)

Signature: AMENDED 11-16-2020  
Gaeline de Haan COMMISSIONER/SECRETARY

Date: 11/16/20

## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Rebecca Boonstra,  
(Name)

Operations Manager, for Whatcom County Cemetery 3, do hereby certify to  
(Title) (District Name)

the Whatcom County County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/05/2020:  
(Date of Public Hearing)

Regular Levy: \$6,783.96  
(State the **total** dollar amount to be levied)

Excess Levy: 0.00  
(State the **total** dollar amount to be levied)

Refund Levy: \$2.14  
(State the **total** dollar amount to be levied)

Signature: 

Date: 11/08/20

## Levy Certification

**Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.**

In accordance with RCW 84.52.020, I, Mel Blankers,  
(Name)

Fire Chief, for Whatcom County Fire District #1, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

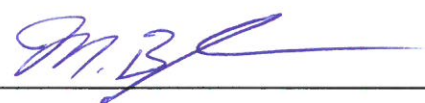
of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/12/20:  
(Date of Public Hearing)

Regular Levy: \$1,505,288.81  
(State the **total** dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the **total** dollar amount to be levied)

Refund Levy: \$3,416.97  
(State the **total** dollar amount to be levied)

Signature: 

Date: 11-16-2020

## Levy Certification

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WHATCOM COUNTY

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Ron Van Soest,  
(Name)

Chairman, for Lynden Regional Park and Rec., do hereby certify to  
(Title) (District Name)  
District #3

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/11/2020:  
(Date of Public Hearing)

Regular Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Excess Levy: \$216,860.00  
(State the total dollar amount to be levied)

Refund Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Signature: Ron Van Soest

Date: 11/11/20

Lynden Regional Park & Rec. District  
8770 Bender Rd.  
Lynden, WA. 98264



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**LYNDEN REGIONAL PARK AND RECREATION DISTRICT  
2021 Operating and Capital Budget**

**Beginning Cash and Investment 1-1-2021**

Cash	\$218,000
Investment	\$2,660,356
<b>TOTAL</b>	<b><u>\$2,878,356</u></b>

**Revenue**

Property tax for debt	\$216,860
Investment Interest	\$24,000
Misc. Revenue	-0-
Contributions	-0-
Other	-0-
<b>Total</b>	<b><u>\$240,860</u></b>

**Total Cash, Investment and Revenue:**      **\$3,119,216**

**Expenditures**

Bond Principal	\$ 83,860.74
Bond Interest	\$120,724.22
Elections	\$10,000
Consulting	\$5,000
(Engineering/Planning)	
Wages	-0-
Supplies	\$2,000
Projects	\$50,000
Community Partnerships	\$50,000
State Audit	\$2,000
City of Lynden-reimbursement	\$1,000,000
<b>Total</b>	<b><u>\$1,323,585</u></b>

**Ending Balances**

Fund 669- Investment and Cash	\$234,500
Fund 66930	\$1,561,131

**TOTAL \$1,795,631**

## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Melanie Dickinson,  
(Name)

Clerk/Treasurer, for City of Everson, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Council  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/10/20:  
(Date of Public Hearing)

Regular Levy: \$301,270.60  
(State the **total** dollar amount to be levied)

Excess Levy: \$0.00  
(State the **total** dollar amount to be levied)

Refund Levy: \$825.75  
(State the **total** dollar amount to be levied)

Signature: Melanie Dickinson

Date: 11/16/20

Please split our Levy as the following:

General Fund: 80%

Street Fund: 20%

## Ordinance No. 817-20

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERSON, WASHINGTON, SETTING THE REAL PROPERTY TAX LEVY FOR 2020.

**WHEREAS**, the City Council of the City of Everson gave notice of a public hearing held November 10, 2020, and has met and considered its budget for the calendar year 2021, pursuant to RCW 84.55.120; and

**WHEREAS**, the City Council, after hearing and duly considering all relevant evidence and testimony presented, determined that the City of Everson requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, and any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City;

**NOW THEREFORE**, be it resolved, by the City Council of the City of Everson that:

**SECTION 1:** An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2021 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$2,861.43 which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

**SECTION 2: Repealer** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3: Severability** If any section, subsection, sentences, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, and each section, subsection, sentence, clause or phrase thereof, separately and independently and, in the event that any one or more sections, subsections, sentences, clauses or phrases may later be declared invalid or unconstitutional, then any ordinance or ordinances, or parts thereof, amended or repealed by such portion of this Ordinance shall remain in full force and effect.



**SECTION 4:** Effective Date This Ordinance shall take effect and be in force from after its passage by the City Council and approval by the Mayor, if approved, otherwise, as provided by law and five days after the date of publication.

**PASSED** by the City Council of the City of Everson, Washington, on the 10th day of November 2020, and approved by its Mayor on the same date.

**CITY OF EVERSON, WASHINGTON**

  
\_\_\_\_\_  
John Perry, Mayor

**Attested/Authenticated:**

  
\_\_\_\_\_  
Melanie Dickinson, Clerk/Treasurer

**Approved as to Form:**

\_\_\_\_\_  
Jon Sitkin, City Attorney

## Levy Certification

**Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.**

In accordance with RCW 84.52.020, I, Sirke Salminen,  
(Name)

Finance Director, for City of Ferndale, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Council  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/16/20:  
(Date of Public Hearing)

Regular Levy: \$1,835,217.64  
(State the total dollar amount to be levied)

Excess Levy: \$63,910  
(State the total dollar amount to be levied)

Refund Levy: \$2,000.50  
(State the total dollar amount to be levied)

Signature: \_\_\_\_\_



Date: 11/17/20

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## Levy Certification

**Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.**

In accordance with RCW 84.52.020, I, Anthony Burrows,  
(Name)

Finance Director, for the City of Lynden, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Lynden City Council  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/16/20 :  
(Date of Public Hearing)

Regular Levy: \$3,519,784.64  
(State the **total** dollar amount to be levied)

Excess Levy: \$0.00  
(State the **total** dollar amount to be levied)

Refund Levy: 6,686.38  
(State the **total** dollar amount to be levied)

Signature: Anthony Burrows

Date: 11/17/20

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# WHATCOM COUNTY CEMETERY DISTRICT 10

## RESOLUTION No. 2020 - 4

### CERTIFICATION OF WHATCOM COUNTY TAX LEVY AMOUNTS 2020 LEVY FOR 2021 TAXES

**WHEREAS**, the of **CEMETERY DISTRICT 10** have met at the regular monthly meeting of the board of commissioners on November 9, 2020 and considered its budget for the calendar year **2021** pursuant to RCW 84.55.120 and then adopted Resolution No. 2020-5, Increase in Real Property Tax Levy; and,

**WHEREAS**, in accordance with RCW 84.52.020, a representative of **CEMETERY DISTRICT 10**, is required to certify to the county legislative authority, for the purpose of levying district taxes, budgets or estimates of the amounts to be raised by taxation on the assessed valuation of the property in the district and file such certified budget with the clerk of the county legislative authority on or before the thirtieth day of November. The Whatcom County Assessor's office has stipulated in a notice dated October 6, 2020 to **CEMETERY DISTRICT 10** that the 2021 budget must be submitted to County Council by November 17, 2020, and,

**WHEREAS**, the commissioners certify that the Whatcom County Levy Amounts – 2020 Levy for 2021 taxes, includes the prior year's actual levy amount, the percentage increase of 0.82865% adopted in Resolution No. 2020-5 as well as the levy request for new construction, state assessed property, annexation addition and refund amount; and,


**WHEREAS**, the total **2020 Levy for 2021 Taxes** may be summarized as follows:

Actual levy for previous year	\$163,045.42	
Increase per Resolution No. 2020-5	1,351.08	
Amount for new construction, et al	3,005.76	(subject to change per Assessor's office)
Refund	0	(not yet available per Assessor's office)
<b>Total 2020 Levy for 2021 Taxes</b>	<b>\$167,402.26</b>	

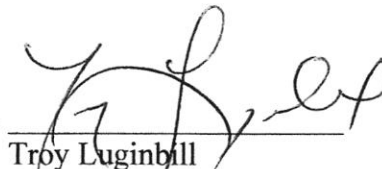
and; now therefore,

**BE IT RESOLVED**, by the commissioners of **CEMETERY DISTRICT 10** that this resolution for the **2020 Tax Levy for 2021** of **\$167,402.26**, along with the 2021 budget, is to be presented by Commissioner Richard H. Decima to the clerk of the legislative authority on or before on November 17, 2020.

**ADOPTED** at the regular monthly meeting of the Board of Commissioners of **CEMETERY DISTRICT 10** this 9<sup>th</sup> day of November, 2020.



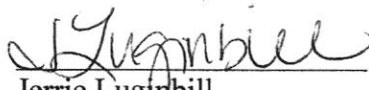
Richard H. Decima  
Commissioner  
Position #1



Troy Luginbill  
Commissioner  
Position #2



Patrick Keily  
Commissioner  
Position #3



Jerrie Luginbill  
Secretary

SEAL



**WHATCOM COUNTY CEMETERY DISTRICT 10**  
**REVENUE AND EXPENSE BUDGET (PREM. REVISION #3)**  
**FOR 2021**

Updated by RHD & CAT Nov 14, 2020

	ACCOUNT NUMBER	2021 BUDGET PREM.REV. #3
<b>REVENUES</b>		
Tax collections .....	4311-1000***	164,397
Plot sales.....	4343-6000	34,000
Marker sales.....	4343-6005	-
Memorial stones, benches	4343-6010	-
Memorial Stone Inscription.....	4343-6011	500
Investment interest.....	4361-1100	2,530
Investment interest - WCIP fees.....	4361-1100	(250)
Receivables interest.....	4361-1105	-
Billboard income.....	4369-9001	6,500
Other.....	4369-9099	-
<b>TOTAL REVENUES</b>		<b>\$207,677</b>
<b>SALARIES, WAGES AND FEES</b>		
Commissioner - Position #1 RHD.....	6110-0001*	12,288
Commissioner - Position #2 TL.....	6110-0002*	12,288
Commissioner - Position #3 PK.....	6110-0003*	12,288
Secretary - JKL.....	6110-0004	27,610
Other - Caretaker - CT.....	6110-0005	27,500
Other Temp	6110-9999	-
<b>TOTAL PAYROLL EXPENSES</b>		<b>\$ 91,974</b>
<b>PAYROLL RELATED EXPENSES</b>		
Social Security (FICA).....	6631-0001	5,702
Medicare.....	6631-0002	1,333
Federal Unemployment Tax (ER FUTA)	6631-0003	210
Labor & Industries Workmen's Comp (L&I)	6631-0004	2,400
WA State Unemployments Ins. (WA ER SUI)	6631-0005	1,400
WA Admin Fund	6631-0006	-
B&O Tax Liability		-
W-2 Preparation		-
Year-end processing fee		82
Payroll service fee.....	7190-2801	1,010
<b>TOTAL PAYROLL RELATED EXP.</b>		<b>\$12,137</b>
<b>OTHER EXPENSES</b>		
Cemetery care - Lynden.....	6630-0001	33,000
Cemetery care - Greenwood.....	6630-0002	17,000
Legal services.....	6630-2601	100
Advertising.....	7190-2291	3,855
Audit.....	7190-7001	1,145
Cemetery supplies.....	7190-1241	2,750
Software support.....	7190-0022	305
Election expenses.....	7190-5001	-
Fax.....	7190-3102	145
Flags.....	7190-1303**	1,365
Flag Display.....	7190-1301**	3,382
Insurance.....	7190-3501	2,955
Internet.....	7190-2311**	1,500
Irrigation - Lynden.....	7190-0011	2,400
Irrigation - Greenwood.....	7190-0022	-
Landscaping, trees, grass planting - GW..	7190-1102	1,250
Landscaping, trees, grass planting - Lvn..	7190-1101	2,700
Lawn applications - Greenwood.....	7190-1002	1,500
Lawn applications - Lynden.....	7190-1001	4,200
Maintenance equipment.....	7190-8005	580
Maintenance.....	7190-1221	1,800
Membership.....	7190-3601	175
Memorial Day.....	7190-6501	200
Mole extermination.....	7190-1191	175
Office equipment.....	7190-8001	400
Office supplies.....	7190-2101	1,600
Other.....	7190-9999	1,200
PO Box Rental.....	7190-3001	135
Permanent markers.....	7190-4101	-
Postage.....	7190-3002	100
Plumbing & Electrical.....	7190-1291	2,880
Power - Greenwood.....	7190-3252	680
Power - Lynden.....	7190-3251	840
Printing.....	7190-2131	105
Projects-GW.....	7190-8888	1,850
Projects Lynden.....	7190-8888	6,000
Contra Projects Account.....	7190-8889	(7,850)
Rental Equipment.....	7190-8006	225
Restroom supplies/cleaning.....	7190-1251	270
Roof maintenance.....	7190-1231	530
Road Maintance.....	7190-1261	600
Sign maintenance.....	7190-1201	225
Soil Testing.....	7190-1175	175
Telephone.....	7190-3101	830
Tours.....	7190-6001	1,280
Travel.....	7190-3301	3,325
Veterans' bronze medallions.....	7190-4001**	409
Water (Office).....	7190-3201	600
Water Testing.....	7190-3291	180
Website.....	7190-2301	550
Lynden Well.....	7190-0033	-
Greenwood Well.....	7190-0044	-
<b>TOTAL OTHER EXPENSES</b>		<b>\$99,621</b>
<b>TOTAL ALL EXPENSES</b>		<b>\$203,732</b>
<b>NET REVENUES &amp; EXPENSES</b>		<b>\$3,945</b>

11/10/2020

• • •

Mark Deebach  
Ferndale School District  
P.O. Box 698  
Ferndale, WA 98248

Whatcom County Assessor's Office  
311 Grand Ave, Suite #106  
Bellingham, WA 98225

Dear Whatcom County Assessor's Office:

We would like to certify the amounts below for our 2021 levy collections.

General Fund:	\$8,273,000
Debt Service Fund:	\$7,533,000
Capital Projects Fund:	\$0
Transportation Vehicle Fund:	\$0

Sincerely,



Mark Deebach  
Assistant Superintendent for Business & Support Services  
Ferndale School District

C: NWESD 189 – Lori McLeod



FERNDAL SCHOOL DISTRICT NO. 502  
WHATCOM COUNTY, WASHINGTON

RESOLUTION NO. 26-2020

CERTIFICATION OF 2021 EXCESS PROPERTY TAXES

A RESOLUTION of the Board of Directors of Ferndale School District No. 502, Whatcom County, Washington, certifying to the Whatcom County Council and the Superintendent of NWESD 189, the amount of excess property taxes to be levied in year 2020 and collected in year 2021 for the District's General Fund, and Debt Service Fund; and providing for related matters.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FERNDAL SCHOOL DISTRICT NO. 502, WHATCOM COUNTY, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Ferndale School District No. 502, Whatcom County, Washington (the "District") takes note of the following facts and makes the following findings and determinations:

(a) Pursuant to RCW 84.52.020, Washington school districts must "... for the purpose of levying district taxes ... make and file such certified budget or estimates with the clerk of the county legislative authority on or before the thirtieth day of November." By Resolution No. 19-2020, the Board adopted a budget for Fiscal Year 2020-21, (the "2020-21 Budget"). A copy of the Budget and Excess Levy Summary page from the 2020-2021 Budget (which includes a statement of beginning and ending fund balances) is attached hereto as Exhibit A and by this reference is incorporated herein.

(b) By Resolution No. 19-2020, the Board adopted a budget for Fiscal Year 2020-21 (the "2020-21 Budget") that included certified General Fund Maintenance and Operations Levy excess property taxes in the amount of \$0.00 to be levied in 2020 and collected in 2021. The Board has determined that the amount of the District's General Fund Maintenance and Operations Levy excess tax levy previously certified in the 2020-21 Budget of \$0.00 should now be increased to \$8,273,000.

(c) The 2020-21 Budget included certified Debt Service Fund excess property taxes to pay debt service on all of the District's outstanding unlimited tax general obligation bonds in the amount of \$7,533,000 to be levied in 2020 and collected in 2021.

Section 2. Certification of General Fund Excess Property Tax Levy; Assessor Authorization. Pursuant to RCW 84.52.020, the Board certifies to the Whatcom County Council and the Superintendent of NWESD 189, an excess property tax levy in the amount of \$8,273,000 to be levied in calendar year 2020 and collected in calendar year 2021 for the District's General Fund. The Assessor of Whatcom County, Washington, is authorized and directed, without further Board action, to reduce the General Fund excess property tax levy amount to be extended upon the tax rolls and collected in calendar year 2020 to the amount that is produced by \$1.50 per \$1,000 of assessed value.


Section 3. Certification of Debt Service Fund Excess Property Tax Levy. Pursuant to RCW 84.52.020, the Board certifies to the Whatcom County Council and the Superintendent of NWESD 189, an excess property tax levy in the amount of \$7,533,000 to be levied in calendar year 2020 and collected in calendar year 2021 for the District's Debt Service Fund.

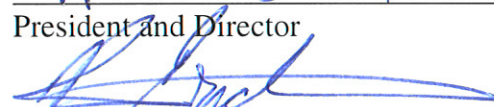
Section 4. General Authorization and Ratification. The Secretary to the Board, the President of the Board, the District's Assistant Superintendent for Business and Support Services and other appropriate officers of the District are authorized to take all other actions and execute all other documents necessary to effectuate the provisions of this resolution, and all prior actions taken in furtherance of and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

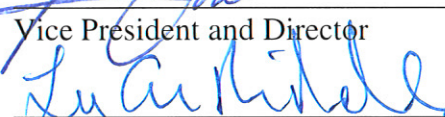
Section 5. Effective Date. This resolution takes effect from and after its adoption.

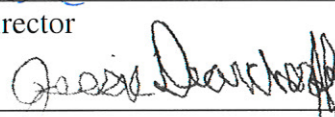
ADOPTED by the Board of Directors of Ferndale School District No. 502, Whatcom County, Washington, at a regular open public meeting thereof, of which due notice was given as required by law, held this 10th day of November 2020, the following Directors being present and voting in favor of the resolution.

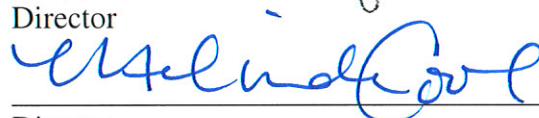
FERNDALE SCHOOL DISTRICT NO. 502  
WHATCOM COUNTY, WASHINGTON

  
\_\_\_\_\_  
President and Director

  
\_\_\_\_\_  
Vice President and Director

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

ATTEST:

  
\_\_\_\_\_  
Secretary to the Board of Directors



**2020-21 Budget and Excess Levy Summary**

**Ferndale School District No.502**

**BUDGET AND EXCESS LEVY SUMMARY**

129

**SECTION A: BUDGET SUMMARY**

	General Fund	Associated Student Body Fund	Debt Service Fund	Capital Projects Fund	Transportation Vehicle Fund
Total Revenues and Other Financing Sources	67,883,086	714,300	7,548,603	48,000,000	372,397
Total Appropriation (Expenditures)	74,037,550	658,300	7,447,225	69,000,000	1,100,000
Other Financing Uses--Transfers Out (G.L. 536)	0	XXXX	0	0	0
Other Financing Uses (G.L. 535)	0	XXXX	0	0	0
Excess of Revenues/Other Financing Sources Over/(Under) Expenditures and Other Financing Uses	-6,154,464	56,000	101,378	-21,000,000	-727,603
Beginning Total Fund Balance	12,730,709	414,651	4,600,000	52,019,718	1,304,642
Ending Total Fund Balance	6,576,245	470,651	4,701,378	31,019,718	577,039

**SECTION B: EXCESS LEVIES FOR 2021  
COLLECTION**

Excess levies approved by voters for 2021 collection	0	0	0	0	0
Rollback mandated by school district Board of Directors 1/	0	0	0	0	0
Net excess levy amount for 2021 collection after rollback	0	XXXX	7,533,000	0	0

1/ Rollback of levies needs to be certified pursuant to RCW 84.52.020. Please do NOT include such resolution as part of this document.

## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Barbara Wayland,  
(Name)

Superintendent, for Point Roberts Public Hospital District, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/13/20:  
(Date of Public Hearing)

Regular Levy: \$278,571.20  
(State the total dollar amount to be levied)

Excess Levy: \$0.00  
(State the total dollar amount to be levied)

Refund Levy: \$1,045.31  
(State the total dollar amount to be levied)

Signature: \_\_\_\_\_



Date: 11/13/20

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REV 64 0100e (w) (2/21/12)

**POINT ROBERTS PUBLIC HOSPITAL DISTRICT  
POINT ROBERTS, WASHINGTON**

**RESOLUTION NUMBER 2020-03**

**A RESOLUTION of the Board of Commissioners of Public Hospital District, Point Roberts, Washington regarding:**

*Approval of Budget for 2021.*

**BE IT RESOLVED BY the Board of Commissioners of Public Hospital District, Point Roberts, Washington that:**

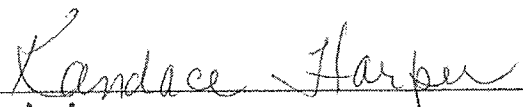
*Whereas, the Commissioners have met and considered at an open public meeting the budget amounts for the 2021 year and have determined that the budget be set as presented at the meeting.*

**ADOPTED and APPROVED by the Board of Commissioners of Public Hospital District, Point Roberts, Washington at an open public meeting on:**

**November 13, 2020.**

**The following commissioners were present and voted in favor of the resolution:**

  
\_\_\_\_\_  
**Commissioner and Chairman**

  
\_\_\_\_\_  
**Commissioner**

  
\_\_\_\_\_  
**Commissioner**

**POINT ROBERTS PUBLIC HOSPITAL DISTRICT  
POINT ROBERTS, WASHINGTON**

**RESOLUTION NUMBER 2020-02**

**A RESOLUTION of the Board of Commissioners of Public Hospital District, Point Roberts, Washington regarding:**

*Levy Increase for 2021.*

**BE IT RESOLVED BY the Board of Commissioners of Public Hospital District, Point Roberts, Washington that:**

*Whereas, the Board of Commissioners of Point Roberts Public Hospital Taxing District, after hearing and after duly considering all relevant evidence and testimony presented, determined that Point Roberts Public Hospital Taxing District requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the district and in its best interest; now therefore, be it Resolved, by the Board of Commissioners of the Point Roberts Public Hospital Taxing District that an increase in the regular property tax levy, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, is hereby authorized for the 2021 levy in the amount of 2,743.85, which is a percentage increase of 1 percent from the previous year.*

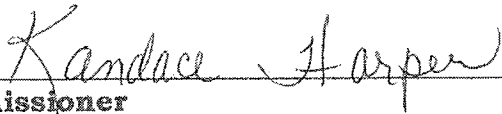
**ADOPTED and APPROVED by the Board of Commissioners of Public Hospital District, Point Roberts, Washington at an open public meeting on:**

**November 13, 2020.**

**The following commissioners were present and voted in favor of the resolution:**



**Commissioner and Chairman**



**Commissioner**



**Commissioner**

Point Roberts Public Hospital District		2021 Budget - Final				
		2020 Budget	2020 Actual thru 3rd qtr	2020 YE total extrapolated	Budget for 2021	
Account N	Account Name					
	<i>Actual Levy 2020</i>	<i>274,233.02</i>				
	<b>INCOME</b>					
4020	Current Year Tax Revenue	267,828.62	154,624.73	206,166.31	278,571.20	
4030	Previous Year Tax Revenue	11,000.00	35,332.08	47,109.44	11,000.00	
4040	Other tax revenue	6.22	1,091.08	1,754.77	25.00	
4420	Donations Revenue			0.00	0.00	
4425	Medicaid Transformation Project	0.00	500.00	500.00	0.00	
4400	Other revenue	0.00	216.39	288.52	0.00	
4440	Interest Revenue	2,000.00	2,954.40	3,939.20	3,500.00	
4450	Rental Income WPT - Contract ended Nov. 2019	3,600.00	0.00	0.00	0.00	
	<b>TOTAL INCOME</b>	<b>284,434.84</b>	<b>194,718.68</b>	<b>259,758.24</b>	<b>293,096.20</b>	

	<b>EXPENSES</b>					
5020	Contract SuperTrack	192,000.00	144,000.00	192,000.00	192,000.00	
5025	Contingency Fund	10,000.00	0.00	0.00	9,000.00	
5410	Wages					
	Superintendent	16,016.00	11,022.00	12,356.00	22,620.00	
	Cleaner	6,032.00	4,032.00	5,264.00	6,032.00	
	Secretarial	4,992.00	3,564.00	4,752.00	6,240.00	
5650	Commissioner Services	5,130.00	3,762.00	4,788.00	5,472.00	
5420	SS/MC Employer Cost 7.65%	2,461.02	1,713.06	2,284.08	2,708.97	
5450	SUTA Expense		0.00		0.00	
5455	Employer L&I exp		0.00		0.00	
5610	Accounting	4,700.00	2,361.95	3,109.27	3,700.00	
5611	Audit	900.00	1,601.60	1,601.60	1,800.00	
5615	Advertising	1,500.00	2,025.00	2,175.00	800.00	
5620	Recognition Costs	1,200.00	439.10	878.20	1,200.00	
5635	Professional Services	740.00	480.00	640.00	750.00	
5640	Courier & Postage	45.00	15.10	20.13	45.00	
5685	Insurance-HD Liability	7,373.00	7,578.00	7,578.00	7,878.00	

5700	Office Supplies	200.00		25.88	150.00	
5720	Legal Expense	6,500.00	0.00	3,500.00	6,500.00	
5740	Miscellaneous	750.00	0.00	0.00	0.00	
5750	Elections Expense	900.00	607.81	810.41	990.00	
5760	Rent	15,346.53	7,969.12	15,651.28	16,089.52	
5765	Repair & Maintenance	1,500.00	222.65	1,333.33	1,550.00	
5775	Webhost & Computer Backup		171.59	171.59	250.00	
5780	Telephone (PRPHD msg #)	471.47	422.23	562.97	580.71	
5785	Clinic Equipment (ECG, Spirometer)	0.00	5,449.35	5,449.35	0.00	
5790	Utilities	4,146.00	1,595.97	3,500.00	4,200.00	
5800	Dues/Licenses	1,010.00	1,000.00	1,200.00	1,400.00	
5810	Cleaning Supplies	100.00	0.00	0.00	140.00	
5830	Computer Software Subscriptions	0.00	765.00	765.00	1,000.00	
	<b>TOTAL EXPENSES</b>	<b>284,013.02</b>	<b>200,797.53</b>	<b>270,416.09</b>	<b>293,096.20</b>	

	Revenue - Expenses	0.00	(6,078.85)	(10,657.85)	0.00	
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## Levy Certification

RECEIVED

NOV 17 2020

WHATCOM COUNTY  
COUNCIL

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Jason Vander Veen,  
(Name)

Fire Chief, for Fire District 21, do hereby certify to  
(Title) (District Name)

the Whatcom County legislative authority that the Board of Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/17/20:  
(Date of Public Hearing)

Regular Levy: 6,435,311.14  
(State the total dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Refund Levy: \$10,894.89  
(State the total dollar amount to be levied)

Signature: 

Date: 11/17/2020

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## WHATCOM COUNTY FIRE PROTECTION DISTRICT #21

## Resolution 2020-20

**A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF WHATCOM COUNTY FIRE PROTECTION DISTRICT #21 ALLOWING THE DISTRICT TO INCREASE ITS BUDGET BY UP TO ONE PERCENT FROM THE HIGHEST LAWFUL LEVY SINCE 1985.**

**WHEREAS;** the Board of Fire Commissioners (the Board) of Whatcom County Fire Protection District #21 Taxing District (the District), has met and considered the budget for the calendar year 2021; and

**WHEREAS;** the districts previous years' levy amount was \$6,279,186.03; and,

**WHEREAS;** the population of the district is more than 10,000; and now

**WHEREAS;** the Board of Fire Commissioners (the Board) of Whatcom County Fire Protection District #21 Taxing District, after hearing and after duly considering all relevant evidence and testimony presented, determined that Whatcom County Fire Protection District #21 Taxing District requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, in order to discharge the expected expenses and obligations of the district and in its best interest;

**THEREFORE BE IT RESOLVED;** by the Board of Fire Commissioners of Whatcom County Fire Protection District #21 Taxing District that an increase in the regular property tax levy, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, is hereby authorized for the 2021 levy in the amount of \$62,791.86 which is a percentage increase of 1% from the previous year.


**PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER OF 2020 BY THE BOARD OF FIRE COMMISSIONERS OF WHATCOM COUNTY FIRE PROTECTION DISTRICT #21.**

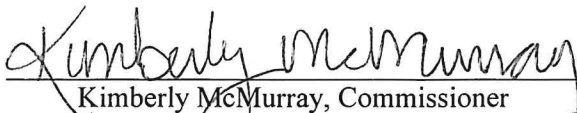
**ATTEST:**

  
\_\_\_\_\_  
Bruce Ansell, Chairman

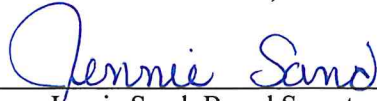
  
\_\_\_\_\_  
Rich Bosman, Vice-Chairman

\_\_\_\_\_  
John Crawford, Commissioner

  
\_\_\_\_\_  
Scott Fisher, Commissioner

  
\_\_\_\_\_  
Kimberly McMurray, Commissioner

  
\_\_\_\_\_  
Jason Van der Veen, Fire Chief

  
\_\_\_\_\_  
Jennie Sand, Board Secretary

RECEIVED

NOV 18 2020

WHATCOM COUNTY  
COUNCIL

**RESOLUTION NO. 17**

**A RESOLUTION OF THE CHUCKANUT COMMUNITY FOREST PARK DISTRICT  
ESTABLISHING THE AMOUNT OF THE 2021 PROPERTY TAX LEVY**

**WHEREAS**, the Board of Commissioners ("Board") of the Chuckanut Community Forest Park District ("District") have given proper notice of the public hearing held November 11, 2020, to consider the District's current expense budget for the 2021 calendar year and the possibility of an increase in property tax revenues, pursuant to RCW 84.55.120; and

**WHEREAS**, RCW 84.55.010 and 84.55.092 provides that a taxing jurisdiction may levy taxes in an amount of no more than the limit factor multiplied by the highest lawful levy since 1985 plus additional amounts resulting from new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed property; and

**WHEREAS**, the IDP Inflation percentage for 2021 taxes is less than one percent at 0.602%; and

**WHEREAS**, the highest lawful levy for the District since 1985 is \$1,229,535.62; and

**WHEREAS**, in 2019, the District authorized the County to levy \$696,116.55 in the 2020 calendar year, which is well under the highest lawful levy for the District; and

**WHEREAS**, the estimated total taxable assessed value of the District is \$2,592,261,915.00; and

**WHEREAS**, the Board desires to authorize a levy to maintain as close as possible, regular tax levy rate of twenty-eight cents per one thousand dollars of assessed valuation in the District; and

**WHEREAS**, the Board, after hearing and after duly considering all relevant evidence and testimony presented, determined that the District requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and due to improvements to property and increases in assessed value due to newly constructed wind turbines, solar, biomass and geothermal facilities, and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the District and in its best interest;


**NOW THEREFORE**, THE BOARD OF COMMISSIONERS OF THE CHUCKANUT COMMUNITY FOREST PARK DISTRICT, WHATCOM COUNTY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

**Section 1.** A property tax levy for the 2021 calendar year is hereby authorized in the amount of \$695,000.000 which is \$1,116.55 less than last year and is an approximate sixteen hundredths of one percent (0.16%) decrease from the previous year. The 2021 levy which is less than the highest lawful levy for the District even with the IDP inflation percentage for 2021 because it is less than 100.602% of the highest lawful levy for the 2020 calendar year.

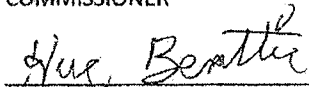
**Section 2.** BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

**Section 3.** If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have passed this code and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid, or unconstitutional, then the original Resolution shall be in full force and effect.

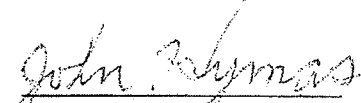
ADOPTED by the Board of Commissioners of Chuckanut Community Forest Park District, Whatcom County, Washington, at a regular meeting held the 11<sup>th</sup> day of November, 2020 with the following Commissioners being present and voting.



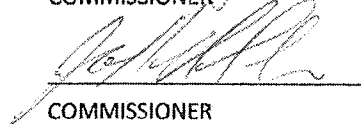
COMMISSIONER



COMMISSIONER



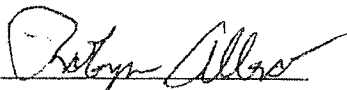
COMMISSIONER



COMMISSIONER

\_\_\_\_\_  
COMMISSIONER

THIS IS TO CERTIFY that the above is a true and correct copy of Resolution No. 17 of Chuckanut Community Forest Park District, Whatcom County, Washington, adopted at the regular meeting of the Board of Commissioners on November 11, 2020.



SECRETARY

EXHIBIT A

LEVY CERTIFICATION

In accordance with RCW 84.52.020, I, Frank James, Board President, for the Chuckanut Community Forest Parks District ("District"), do hereby certify to the Whatcom County legislative authority that the Board of said District requests that the following levy amounts be collected in 2021 as provided in the District's budget, which was adopted following a public hearing held on November 11, 2020:

Regular Levy: \$ 695,000.00

*Total dollar amount to be levied*

Signature: Frank James Date: 16 Nov 2020

**RESOLUTION NO. 18**

**A RESOLUTION OF THE CHUCKANUT COMMUNITY FOREST PARK DISTRICT  
TO ADOPT ITS 2021 BUDGET**

**WHEREAS**, the Board of Commissioners ("Board") of the Chuckanut Community Forest Park District ("District") held a public hearing regarding its proposed budget for the 2021 fiscal year and the possibility of an increase in property tax revenues ("2021 District Budget") on the 11th day of November 2020;

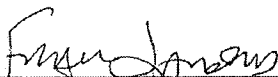
**NOW THEREFORE**, THE BOARD OF COMMISSIONERS OF THE CHUCKANUT COMMUNITY FOREST PARK DISTRICT, WHATCOM COUNTY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

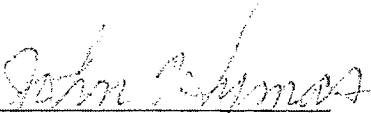
**Section 1:** The attached Exhibit A is hereby adopted as the 2021 District Budget.

**Section 2.** BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

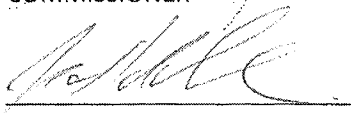
**Section 3.** If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have passed this code and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid, or unconstitutional, then the original Resolution shall be in full force and effect.

ADOPTED by the Board of Commissioners of Chuckanut Community Forest Park District, Whatcom County, Washington, at a regular meeting held the 11<sup>th</sup> day of November 2020 with the following Commissioners being present and voting.

  
COMMISSIONER

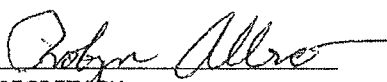
  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

\_\_\_\_\_  
COMMISSIONER

THIS IS TO CERTIFY that the above is a true and correct copy of Resolution No. 18 of Chuckanut Community Forest Park District, Whatcom County, Washington, adopted at the regular meeting of the Board of Commissioners on November 11, 2020.

  
SECRETARY

**CCFPD 2021 BUDGET EXHIBIT A**  
Chuckanut Community Forest Park District (CCFPD)

2018 Budget Approved 11/15/17  
Amended 12/13/17

2019 Budget Approved 11/14/18  
Amended 2/27/2019\*\*

2020 Budget Approved 11/13/2019

2021 Budget

INCOME	2018 BUDGET	2018 ACTUAL	2018 DIFFERENCE	2019 BUDGET	2019 ACTUAL	2019 DIFFERENCE	2020 BUDGET	2020 ACTUAL As of 9/30/2020	2020 DIFFERENCE	2021 BUDGET
Tax Levy*	527,159	532,741	-5,582	598,134	602,679	-4,545	686,144	387,786	298,358	695,000
Receivable Levy Adj per S. Oliver-4%				500	100	400	500	0	500	500
Donations/Contributions/Misc		1,300	-800							
Transfers In, County		2	-2		1	-1		1		
<b>Court-ordered costs (Belcher Swanson)</b>	<b>0</b>	<b>209</b>	<b>-209</b>							
Short Term Loan			0							
Unencumbered Fund Balance			0							
Miscellaneous Revenue				598,634	602,780	-4,146	686,644	1,050	297,807	695,500
Income Subtotal	527,659	534,252	-6,593							
EXPENSES										
Conservation Easement/Interlocal COB	439,759	479,092	-39,333	538,321	541,308	-2,987	617,530	337,807	279,723	625,500
Legal Counsel Fees	20,000	25,152	-5,152	20,000	13,705	6,295	20,000	13,504	6,496	20,000
Legal Defense Fees	30,000	6,565	23,435	0	0	0	0	0	0	0
Short Term Loan Repayment				0	0	0		0		
Interest on Short Term Loan				0	0	0		0		
Audit Expense	200	186	14	4,000	0	4,000	4,000	3,564	436	4,000
Election Costs	8,000	5,597	2,403	8,000	0	8,000	8,000	4,664	3,336	8,000
Real Estate Gifts, other costs	0		0			0			0	
Baseline Study	0		0							
Insurance & Bonding	3,000	2,548	452	3,000	2,548	452	3,000	2,548	452	3,000
Legal Notices & Website	1,000	460	540	1,000	585	415	1,000	287	713	1,000
Employee Salary	6,000	4,300	1,700	6,000	5,106	894	6,000	5,288	712	6,000
Employee Expense	480	356	124	500	427	73	500	439	61	500
Meeting Room Rental	100	0	100	100	0	100	100	0	100	100
POB and Keys, Safe Dep Box	150	191	-41	200		200	200	259	-59	200
Office Supplies	100	31	69	100		100	100		100	100
Copy Costs	150	128	22	200		200	200	120	80	200
Mileage & Parking	300	203	97	300	198	102	300	169	131	300
Payroll Processing Fees	120	110	10	200	120	80	200	80	120	200
Bank Fees	60	40	20	0	0	0	0	0	0	0
Postage	0	0	0	0	0	0	0	0	0	0
Contract - Training**	0	0	0	250	166	84		75	-75	0
Miscellaneous/Reserve	18,240	1	16,338	16,463	6	16,457	25,514	6	25,508	21,379
Expenses Subtotal	527,659	524,960	798	598,634	564,169	34,465	686,644	368,810	317,834	690,479
TOTAL Income and Expenses				0	38,611	-38,611	0	20,027	-20,027	5,021
**Added to 2019 budget at 2/27/19 meeting				Based on assessed value x 0.28/\$1000			Based on assessed value x 0.28/\$1000			Based on assessed value x 0.28/\$1000

## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Sheli Moore,  
(Name)

Commissioner, Treasurer, for Blaine-Birch Bay Park & Recreation, do hereby certify to  
(Title) District 2  
(District Name)

the Whatcom County legislative authority that the Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11/10/20:  
(Date of Public Hearing)

Regular Levy: \$369,319  
(State the **total** dollar amount to be levied)

Excess Levy: 0  
(State the **total** dollar amount to be levied)

Refund Levy: \$571.63  
(State the **total** dollar amount to be levied)

Signature: Sheli Moore

Date: 11/12/20



RECEIVED



NOV 18 2020

Ordinance / Resolution No. 2020-01

RCW 84.55.120

PIATCOM COUNTY COUNCIL

WHEREAS, the Board of Commissioners of Blaine-Birch Bay Park and Recreation District 2 has met and considered  
(Governing body of the taxing district) (Name of the taxing district)

its budget for the calendar year 2021 ; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 362,870.59 ; and,  
(Previous year's levy amount)

WHEREAS, the population of this district is ☒ more than or ☐ less than 10,000; and now, therefore,  
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2021 tax year.  
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 3,074.59  
which is a percentage increase of .84730 % from the previous year. This increase is exclusive of  
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this 10 day of November, 2020 .

*Shirley Moore*  
*[Signature]*  
*[Signature]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30<sup>th</sup>. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.

6:40 PM  
11/11/20  
Cash Basis

Blaine-Birch Bay Park and Recreation District 2  
**Profit & Loss Budget vs. Actual**  
January through December 2021

	Jan - Dec 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
44400 WC BBBP&RD2 prop tax levy	0.00	365,945.00	-365,945.00	0.0%
47200 Program Service Income				
47240 Program Service Fees	0.00	24,500.00	-24,500.00	0.0%
47500 Rentals	0.00	6,500.00	-6,500.00	0.0%
Total 47200 Program Service Income	0.00	31,000.00	-31,000.00	0.0%
Total Income	0.00	396,945.00	-396,945.00	0.0%
Expense				
Advertising				
Media Advertising	0.00	3,500.00	-3,500.00	0.0%
Video Promotions	0.00	500.00	-500.00	0.0%
Total Advertising	0.00	4,000.00	-4,000.00	0.0%
Audit	0.00	0.00	0.00	0.0%
Community Program Support	0.00	31,600.00	-31,600.00	0.0%
CPS - Scholarship Fund	0.00	5,000.00	-5,000.00	0.0%
Election Expenses	0.00	6,000.00	-6,000.00	0.0%
Insurance Expense				
Operations Insurance	0.00	12,000.00	-12,000.00	0.0%
Vehicle Insurance & Licensing	0.00	1,500.00	-1,500.00	0.0%
Total Insurance Expense	0.00	13,500.00	-13,500.00	0.0%
Legal & Accounting Services	0.00	1,500.00	-1,500.00	0.0%
Maintenance & Supplies				
Building Maintenance & Supplies	0.00	4,000.00	-4,000.00	0.0%
Vehicle Fuel & oil	0.00	600.00	-600.00	0.0%
Vehicle Maintenance & Supplies	0.00	3,000.00	-3,000.00	0.0%
Total Maintenance & Supplies	0.00	7,600.00	-7,600.00	0.0%
Office Expense				
Bank Service Charges	0.00	250.00	-250.00	0.0%
Mileage Reimbursement	0.00	200.00	-200.00	0.0%
Office Equipment	0.00	750.00	-750.00	0.0%
Office Expense	0.00	8,000.00	-8,000.00	0.0%
Storage Box Rent	0.00	1,000.00	-1,000.00	0.0%
Total Office Expense	0.00	10,200.00	-10,200.00	0.0%
Personnel Expenses				
Office - P/T staff	0.00	7,200.00	-7,200.00	0.0%
Activity Dir - Laura Marshall	0.00	1,000.00	-1,000.00	0.0%
Activity Dir. Joshua Davies	0.00	29,250.00	-29,250.00	0.0%
Office Manager - Heidi Holmes	0.00	50,000.00	-50,000.00	0.0%
Office Manager - Raina Lenton	0.00	20,000.00	-20,000.00	0.0%
WC Admin SVCS Finance	0.00	600.00	-600.00	0.0%
Total Personnel Expenses	0.00	108,050.00	-108,050.00	0.0%
Project Manager Acctg	0.00	5,000.00	-5,000.00	0.0%
Project Manager Trails & Park	0.00	16,800.00	-16,800.00	0.0%
Recreation Equipment	0.00	1,000.00	-1,000.00	0.0%
Recreation Programs				
Program Instructors	0.00	25,000.00	-25,000.00	0.0%
Program Support & Sundry Items	0.00	3,000.00	-3,000.00	0.0%
Total Recreation Programs	0.00	28,000.00	-28,000.00	0.0%

6:40 PM  
11/11/20  
Cash Basis

Blaine-Birch Bay Park and Recreation District 2  
**Profit & Loss Budget vs. Actual**  
January through December 2021

	Jan - Dec 21	Budget	\$ Over Budget	% of Budget
Utilities				
Baker Septic Tank Pumping	0.00	600.00	-600.00	0.0%
Birch Bay Water & Sewer	0.00	1,250.00	-1,250.00	0.0%
Cascade Natural Gas	0.00	4,000.00	-4,000.00	0.0%
Comcast	0.00	3,200.00	-3,200.00	0.0%
Puget Sound Energy	0.00	2,750.00	-2,750.00	0.0%
Sanitary Services	0.00	700.00	-700.00	0.0%
WC Parks & Recreation	0.00	130.00	-130.00	0.0%
WC Treasurer Annual Sewage	0.00	40.00	-40.00	0.0%
Total Utilities	0.00	12,670.00	-12,670.00	0.0%
Total Expense	0.00	250,920.00	-250,920.00	0.0%
Net Ordinary Income	0.00	146,025.00	-146,025.00	0.0%
Other Income/Expense				
Other Expense				
Ballfield Development	0.00	36,109.00	-36,109.00	0.0%
BaytoBay Intnl Trail Developmnt	0.00	40,200.00	-40,200.00	0.0%
Birch Bay Beach Park Developmnt	0.00	94,521.00	-94,521.00	0.0%
Budget Operating Reserve Funds	0.00	400,000.00	-400,000.00	0.0%
Infrastructure Expansion	0.00	5,000.00	-5,000.00	0.0%
Miscellaneous	0.00	0.00	0.00	0.0%
WSDOT Planning Grant 20% Match	0.00	12,500.00	-12,500.00	0.0%
Total Other Expense	0.00	588,330.00	-588,330.00	0.0%
Net Other Income	0.00	-588,330.00	588,330.00	0.0%
Net Income	0.00	-442,305.00	442,305.00	0.0%



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-528

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<b>File ID:</b>	AB2020-528	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/05/2020	<b>Entered by:</b>	DDuling@co.whatcom.wa.us		
<b>Department:</b>	Sheriff's Office	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

---

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Traffic Safety Commission for overtime funding to conduct high visibility enforcement (HVE) traffic safety emphasis patrols to address impaired driving, distracted driving, and motorcycle safety, in the amount of \$7,800.00

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

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### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** Staff Memo 11.2.2020, Contract

WHATCOM COUNTY  
SHERIFF'S OFFICE

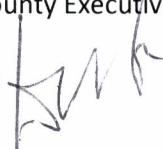
**BILL ELFO**  
SHERIFF



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

**MEMORANDUM**

To: Satpal Sidhu, County Executive

From: Bill Elfo, Sheriff 

Date: November 2, 2020

Subject: Interagency Agreement  
Washington Traffic Safety Commission  
High Visibility Enforcement (HVE) Patrols FY21

Enclosed for your review and signature are two (2) original agreements between Whatcom County Sheriff's Office and the Washington Traffic Safety Commission.

**Background and Purpose**

This agreement provides overtime funding to Whatcom County Sheriff's Office to conduct high visibility enforcement (HVE) traffic safety emphasis patrols for impaired driving, distracted driving, and motorcycle safety.

**Funding Amount and Source**

Total Region 11 funds of \$20,000 from the State of Washington Impaired Driving Advisory Council and \$37,000 from the United States Department of Transportation. This fiscal year, Whatcom County Sheriff's Office is budgeted for 13.68% of Region 11's \$57,000 budget or \$7,800.

**Differences from Previous Contract**

There is a \$636 decrease from previous year's agreement

Please contact Undersheriff Chadwick at extension 6618 if you have any questions or concerns regarding the term of this agreement

Thank you.

enclosures

## Donna Duling

---

**From:** Carr Lanham <clanham.wtsc@outlook.com>  
**Sent:** Wednesday, November 04, 2020 12:27 PM  
**To:** Donna Duling  
**Subject:** RE: 2021 HVE Grant

Donna,

Those are the correct numbers.

Carr

Carr Lanham  
Target Zero Manager  
Washington Traffic Safety Commission - Region 11  
CLanham.WTSC@Outlook.com  
360-815-4243



---

**From:** Donna Duling <DDuling@co.whatcom.wa.us>  
**Sent:** Wednesday, November 4, 2020 11:54 AM  
**To:** Carr Lanham <clanham.wtsc@outlook.com>  
**Subject:** RE: 2021 HVE Grant

Carr,

In our phone conversation, on Monday, you gave me the budget numbers for WCSO of:

DUI	\$2,500.00
Distracted Driving	\$2,300.00
Motorcycle	\$3,000.00
	-----
	\$7,800.00
	13.68% of the \$57,000 total budget

Could you, please confirm that I wrote the numbers down incorrectly?

Thank you  
Donna

---

**From:** Donna Duling  
**Sent:** Monday, November 02, 2020 11:37 AM  
**To:** Carr Lanham <clanham.wtsc@outlook.com>  
**Subject:** RE: 2021 HVE Grant

Carr,

## **INTERAGENCY AGREEMENT**

### **BETWEEN THE**

**Washington Traffic Safety Commission**

### **AND**

**Whatcom County Sheriff's Office**

**THIS AGREEMENT** is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and **Whatcom County Sheriff's Office**, hereinafter referred to as "SUB-RECIPIENT."

**NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:**

### **1. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project **2021-HVE-4052-Region 11 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 11 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TSM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2021-HVE-4052-Region 11 Target Zero Task Force** was awarded to the **Region 11** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region's HVE grant.

### **2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021, unless terminated sooner, as provided herein.

### **3. STATEMENT OF WORK**

#### **SCOPE OF WORK:**

Note: This statement of work applies only to High Visibility Emphasis patrols (HVE) for traffic safety areas which your region has received HVE funding.



**GOAL:** To prevent traffic crashes to reduce traffic related deaths and serious injuries through increased enforcement.

**STRATEGY:** Prevent drivers from engaging in high risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE). HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

**OBJECTIVES:** Research and experience has shown that the strategy is only effective if all partners that engage in HVE adhere to these requirements. The SUB-RECIPIENT agrees to follow all seven of these requirements.

1. Implement the mobilization plan developed by the local traffic safety task force for each HVE event that includes:
  - a. Problem Statement
  - b. Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations so that the HVE has the greatest chance of preventing traffic crashes.
  - c. Public outreach strategy that targets the drivers most likely to contribute to traffic crashes.
  - d. Evaluation plan
2. The event is data driven. This means data (such as traffic crash data) is used to identify the locations where the HVE should occur and drivers with the highest potential of causing traffic crashes.
3. The enforcement is multijurisdictional and uses a saturation approach. This means SUB-RECIPIENT is coordinating its efforts with adjacent law enforcement agencies so that the driving public has the perception of law enforcement omnipresence on the targeted roads. Enforcement is highly visible – clearly more than a typical day. WTSC proposes that no less than three officers work an HVE.
4. Each participating officer will make at least 3 contacts per hour.
5. The public is made aware of the event before, during, and after the enforcement takes place. This means that messages reach all target audiences in the community, regardless of English proficiency, who use the targeted transportation system. The WTSC will conduct statewide public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met.
6. Local media are highly involved in the effort to reach communities in which HVE will occur.



7. The SUB-RECIPIENT deploys resources to enforce traffic laws in priority areas throughout the year when HVE is not being implemented.

#### **ADDITIONAL REQUIREMENTS FOR ALL HVE EVENTS:**

In addition to the seven critical elements, SUB-RECIPIENT agrees to all of the following requirements for all HVE events.

1. To use the WEMS system provided by the WTSC to record all activities conducted by their commissioned officers pursuant to the HVE events. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
2. All participating staff receive a briefing prior to the event so that every participant understands and can explain all of the items on the briefing list below. This can be done in person (preferred) or electronic via telephone, email, or virtually.
  - Purpose, goals, strategy, and objectives of the specific HVE event with a focus on the targeted locations and driving behaviors
  - List of on-call DREs and request procedures
  - How to fill out their digital activity log in WEMS
  - Information on how the Mobile Impaired Driving Unit will be used (if applicable)
  - Dispatch information
  - All Participating officers
  - Spotter processes (if applicable)
  - Available Draeger machines and locations
3. All officers participating in these patrols are BAC certified and passed the SFST refresher training within the prior three years (this is regardless of ARIDE or DRE Training mentioned below).
4. To utilize all available media platforms it has available (website, email newsletters, social media etc...) to the fullest extent to publicize the HVE events.
5. Make at least one individual available for weekend media contacts, beginning at noon on Fridays before HVE mobilizations.

#### **ADDITIONAL REQUIREMENTS FOR SPECIFIC HVE EVENTS**

In addition to the seven critical elements, and the additional requirements of all HVE events, the SUB-RECIPIENT agrees to all of the following requirements for each type of specific HVE in which they will participate.

1. IMPAIRED DRIVING:
  - a. Impaired driving HVE events must begin after 8:00 p.m. and occur between Thursday-Sunday.
  - b. SUB-RECIPIENT will ensure participating officers have made a DUI/DWI arrest within the past twelve months.

- c. SUB-RECIPIENT will participate in national impaired driving HVE events including:
    - i. Holiday DUI Patrols (December 11 – January 2)
    - ii. Drive Sober or Get Pulled Over (August 20 – September 6)
2. DISTRACTED DRIVING
  - a. Distracted driving HVE events will be conducted using a team approach with designated spotters.
  - b. SUB-RECIPIENT will participate in national impaired driving HVE events including:
    - i. U Drive. U Text. U Pay. (October 5 – 12)
    - ii. On the Road, Off the Phone (April 1 – 19)
3. MOTORCYCLE SAFETY PATROLS
  - a. Patrols will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
  - b. Patrols will focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
  - c. SUB-RECIPIENT will utilize motorcycle officers in these patrols to the fullest extent possible.
  - d. The SUB-RECIPIENT will engage in multijurisdictional HVE patrols, as part of a regional or national effort, for all or part of the following campaigns:
    - i. It's a Fine Line – July 11 – 27, 2021. Note: Patrols must take place Friday, Saturday, or Sunday during the campaign.
    - ii. Oyster Run Event – Summer 2021 (Region 11 only)
    - iii. ABATE Spring Opener – Summer 2021 (Region 12 only)
    - iv. Ocean Shores Motorcycle Event (formerly Bikers at the Beach) – Summer 2021 (Region 2 only)

## **OTHER CONSIDERATIONS, EXCEPTIONS, AND NOTES REGARDING HVE EVENTS**

### At least three contacts per hour requirement explained:

- Participating law enforcement officers should make as many contacts as they can during their OT patrol in the spirit of changing driving behavior.
- They must make a minimum of three self-initiated contacts per hour of enforcement unless they engage in a related enforcement activity that prevents them from doing so – in which case, the contact requirement is waived while the officer is addressing that activity. For example, if an officer stops a vehicle and arrests the driver for DUI, he/she is not required to make three contacts per hour for the time spent processing the DUI.
- Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

### Impaired Driving HVE events:

- The WTSC encourages participation from officers who have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE) or are a certified Drug Recognition Expert.

- Exceptions to any impaired driving HVE requirements must be submitted to the WTSC HVE Program Manager for approval.
- Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event/mobilization. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.
- The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:
  - WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
  - The training officer must be a Drug Recognition Expert or ARIDE trained. TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
  - There must be a review of the SFST procedure prior to the enforcement activity.
  - There is a limit of two times per year that an officer can be a mentee.
  - Funds permitting, it is expected that mentees will participate in at least one impaired driving mobilization after completing mentoring.
  - Each region or county-level task force can set additional requirements for participation in this use of funding.
  - To be eligible for this activity, the task force must have a policy for DUI Mentoring. WTSC will provide a model DUI Mentoring policy if requested.
  - Funding will pay for overtime for the mentor officer and the mentee officer.
- This funding can be used to conduct premises checks (such as the Home Safe Bar Program) in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:
  - Approval for this activity must be done through the HVE Mobilization Plan. This plan must be received by WTSC at least 2 weeks prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the establishment (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
  - Each establishment is counted as one contact on the Officer Activity Log.
  - The WA Liquor and Cannabis Board should be notified in advance of this activity to encourage collaboration and support.
- These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning to include a threat matrix on warrant suspects, most current address information obtained through the court or local record management system and current Department of Licensing or booking photos on warrant suspects available.

#### Distracted Driving HVE Events:

- With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law ([RCW 46.61.672](#)).



- These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. This approach has shown to best identify distracted driving violations.
- Spotter Requirement Explained: A distracted driving HVE patrol must consist of at least three officers – one spotter and at least two officers responding to violations.
- This funding can be expended outside of the national campaigns, but the funds must only be used for distracted driving HVE enforcement.

#### Motorcycle Safety HVE Events:

- Patrols must take place Friday, Saturday, or Sunday during the It's a Fine Line campaign, however the local Traffic Safety Task Force can request to conduct patrols during other days in the week if data shows the need for this. These requests must be sent to the WTSC Program Manager managing the Motorcycle Safety program prior to the enforcement dates.
- During special events, patrols should be scheduled during the dates of the event and could start one day before the official event start date and end one day after the official event end date.

### **3.1. MILESTONES AND DELIVERABLES**

#### **Mobilization**

U Drive. U Text. U Pay.  
DUI Holiday Patrols  
On the Road, Off the Phone  
It's a Fine Line  
DUI Drive Sober or Get Pulled Over

#### **Dates**

October 5 – 12  
December 11 - January 2  
April 1 - 19  
July 11 - 27  
August 20 - September 6

### **3.2. COMPENSATION**

**3.2.1.** Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region 11 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

**3.2.2.** WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)

- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

**3.2.3.** Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

**3.2.4.** These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

**3.2.5.** Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

**3.2.6.** Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

**3.2.7.** The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

**3.2.8.** The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

### **3.3. SUMMARY OF PROJECT COSTS**

The WTSC has awarded **\$57,000.00** to the **Region 11 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for **Region 11** is as follows:

**EMPHASIS PATROL**

<b>Impaired Driving Patrols</b> (Section 402, CFDA 20.600)	\$20,000.00
<b>Distracted Driving Patrols</b> (Section 402, CFDA 20.600)	\$17,000.00
<b>Motorcycle Safety</b> (164 Funds, CFDA 20.608)	\$20,000.00

**3.3.1.** The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

**APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:**

**4. ACTIVITY REPORTS**

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

**5. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

**6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

**7. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings,



oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

#### **8. ASSIGNMENT**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

#### **9. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

#### **10. BILLING PROCEDURE**

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, **must be received by WTSC no later than August 10, 2021.** All invoices for goods received or services performed between July 1, 2021 and September 30, 2021, **must be received by WTSC no later than November 15, 2021.**

#### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

#### **12. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

#### **13. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for

federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

#### **14. DISPUTES**

**14.1.** Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

**14.2.** Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

#### **15. GOVERNANCE**

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

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

**15.2.1.** Applicable federal and state statutes and rules

**15.2.2.** Terms and Conditions of this Agreement

**15.2.3.** Any Amendment executed under this Agreement

**15.2.4.** Any SOW executed under this Agreement

**15.2.5.** Any other provisions of the Agreement, including materials incorporated by reference

#### **16. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

#### **17. INDEMNIFICATION**

**17.1.** To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or



subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

**17.2.** The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

**17.3.** The indemnification and hold harmless provision shall survive termination of this Agreement.

## **18. INDEPENDENT CAPACITY**

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

## **19. INSURANCE COVERAGE**

**19.1.** The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

**19.2.** If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

## **20. LICENSING, ACCREDITATION, AND REGISTRATION**

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

## **21. RECORDS MAINTENANCE**

**21.1.** During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

**21.2.** Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures

and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

## **22. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **23. RIGHTS IN DATA**

**23.1.** WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

**23.2.** If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

**23.3.** The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

## **24. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

## **25. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held



invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **26. SITE SECURITY**

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

## **27. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

## **28. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

## **29. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

## **30. TREATMENT OF ASSETS**

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

**30.2.** Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

**30.3.** The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

**30.4.** If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

**30.5.** The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

**30.6.** All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

### **31. WAIVER**

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

### **APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):**

### **32. BUY AMERICA ACT**

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

### **33. DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

**33.1.** By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 23 CFR part 180 and 23 CFR part 1300.

**33.2.** The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**33.3.** The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.



**33.4.** The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

**33.5.** The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

**33.6.** The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

**33.7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

**33.8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**33.9.** Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

**33.10.** The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**33.11.** Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

### **34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

**34.1.** The SUB-RECIPIENT shall:

**34.1.1.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

**34.1.2.** Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

**34.1.3.** Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

**34.1.4.** Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

**34.1.5.** Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

**34.1.6.** Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **36. FEDERAL LOBBYING**

**36.1.** The undersigned certifies, to the best of his or her knowledge and belief, that:

**36.1.1.** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the



entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**36.1.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

**36.1.3.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

**36.2.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)**

**37.1.** During the performance of this Agreement, the SUB-RECIPIENT agrees:

**37.1.1.** To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

**37.1.2.** Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

**37.1.3.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

**37.1.4.** That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

**37.1.5.** To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

### **38. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.



### **39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

### **40. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **41. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

<b>The Contact for the SUB-RECIPIENT is:</b>	<b>The Target Zero Manager for Region 11 is:</b>	<b>The Contact for WTSC is:</b>
Donna Duling dduling@co.whatcom.wa.us  Dawn Pierce dpierce@co.whatcom.wa.us	Carr Lanham clanham.wtsc@outlook.com	Manny Gonzalez WTSC Program Manager mgonzalez@wtsc.wa.gov 360-725-9888

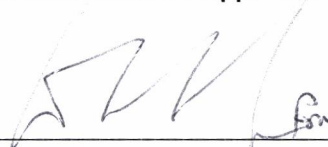
### **42. AUTHORITY TO SIGN**

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

<div>See Attached</div> <div>Signature</div> <div>Printed Name</div> <div>Title</div> <div>Date</div>	<div><b>WASHINGTON TRAFFIC SAFETY COMMISSION</b></div> <div>Signature</div> <div>Printed Name</div> <div>Title</div> <div>Date</div>
---	--

WHATCOM COUNTY:  
Recommended for Approval:

  
\_\_\_\_\_  
Bill Elfo, Sheriff

11/4/20  
\_\_\_\_\_  
Date

Approved as to form:

Approved via Email Bw/DO 11/5/20  
\_\_\_\_\_  
Prosecuting Attorney Date

**Approved:**  
Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Sidhu, Whatcom County Executive \_\_\_\_\_  
Date

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF WHATCOM     )

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

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



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-529

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<b>File ID:</b>	AB2020-529	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/05/2020	<b>Entered by:</b>	SWinger@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Resolution		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

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

Resolution ordering the cancellation of unredeemed checks (warrants) more than one year old

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

This resolution directs Administrative Services Finance and the Treasurer's Office to cancel unredeemed checks (warrants) more than one year old, pursuant to RCW 36.22.100. The total amount to be cancelled is \$9,566.09

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** Proposed Resolution

PROPOSED BY: Finance

INTRODUCED: 11/24/2020

RESOLUTION NO. \_\_\_\_\_

Ordering the Cancellation of Checks (Warrants)

WHEREAS, the Revised Code of Washington, Section 36.22.100, states the County legislative authority shall cancel county checks not presented within one year of the date of their issue; and,

WHEREAS, Administrative Services has provided a list of checks that were issued prior to July 1, 2019 but never presented;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that Administrative Services Finance and the Treasurer's Office are directed pursuant to RCW 36.22.100 to cancel the checks listed in Exhibit A which will adjust the funds as if such checks had never been drawn.

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

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

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

**EXHIBIT A: CANCELLATION OF CHECKS (WARRANTS) OVER ONE YEAR OLD**

(Checks issued before July 1, 2019)

<b>Fund</b>	<b>Check No.</b>	<b>Check Date</b>	<b>G/L Date</b>	<b>Explanation</b>	<b>Amount</b>
001	1053935	03/20/18	03/20/18	DIAGNOSTIC MEMORY CLINIC LLC	\$ (1,300.00)
001	1065054	08/07/18	08/07/18	AMMONIT DECORATION INC	\$ (460.00)
001	324858	04/26/19	04/26/19	MENDOZA, SYLVIA O.	\$ (303.09)
001	1077613	02/19/19	02/19/19	CHERI S. MULLIGAN	\$ (186.76)
001	1085923	06/17/19	06/17/19	KATIE E PETERSON	\$ (176.10)
001	1077661	02/19/19	02/19/19	JULIE A. ROSE	\$ (120.00)
001	1066587	08/28/18	08/28/18	CENTURY LINK	\$ (112.63)
001	1067231	09/11/18	09/11/18	AUTUMN LINN	\$ (100.00)
001	1083255	05/06/19	05/06/19	BENJAMIN G RIANDA	\$ (94.80)
001	1086237	06/24/19	06/24/19	CHYANNE ORTLOFF	\$ (90.00)
001	1079003	03/12/19	03/12/19	MARK WAYNE	\$ (73.00)
001	1082821	04/29/19	04/29/19	TAYLOR R WADKINS	\$ (71.04)
001	1072421	11/27/18	11/27/18	MITCHELL D. NOLZE	\$ (68.75)
001	1085955	06/17/19	06/17/19	GARY SIMON	\$ (68.28)
001	1082707	04/29/19	04/29/19	CHRISTINA A KING	\$ (61.60)
001	1063233	07/10/18	07/10/18	SHOSHANA L. PAIGE	\$ (57.93)
001	1066097	08/21/18	08/21/18	GABRIELLE LOFQUIST	\$ (56.68)
001	1063043	07/10/18	07/10/18	CODY R BARTON	\$ (53.08)
001	1068938	10/02/18	10/02/18	WA ST BOARD OF REGISTERED SANI	\$ (50.00)
001	1063088	07/10/18	07/10/18	TAYLER A WILLIAMS	\$ (48.72)
001	1082766	04/29/19	04/29/19	THEODORE E RADKE	\$ (45.52)
001	1074792	01/02/19	01/02/19	SARAH E PERNICK	\$ (44.36)
001	1083154	05/06/19	05/06/19	SARAH D LETCHWORTH	\$ (43.88)
001	1073120	12/04/18	12/04/18	BARBARA L WEED	\$ (41.80)
001	1082672	04/29/19	04/29/19	BRYAN A FULLER	\$ (36.96)
001	1079039	03/12/19	03/12/19	JAMES E BOYCHUK	\$ (34.36)
001	1063061	07/10/18	07/10/18	KEDRICK M HULETT	\$ (33.98)
001	1085783	06/17/19	06/17/19	MONTANA L ARNOLD	\$ (33.92)
001	1077757	02/19/19	02/19/19	RANDAL S ZWICK	\$ (32.04)
001	1071540	11/14/18	11/14/18	ANDREW A PETERSON	\$ (31.80)
001	1082808	04/29/19	04/29/19	TIMOTHY Z TSCHETTER	\$ (31.60)
001	1085977	06/17/19	06/17/19	GREGORY E THULIN	\$ (31.60)
001	1066971	09/04/18	09/04/18	BRENT A HALVERSON	\$ (30.90)
001	1069224	10/09/18	10/09/18	ERIN CHERVENOCK JOHNSON	\$ (30.90)
001	1083294	05/06/19	05/06/19	LYNN STRICKER	\$ (30.30)
001	1082677	04/29/19	04/29/19	MARILYN E GORSUCH	\$ (29.28)
001	1083133	05/06/19	05/06/19	KODY T JOHNSON	\$ (29.14)
001	1085358	06/11/19	06/11/19	BEVERLY PRITCHETT	\$ (29.00)
001	1083066	05/06/19	05/06/19	ERIC S FARIA	\$ (28.56)
001	1071016	11/06/18	11/06/18	ELICIA RODRIGUEZ	\$ (27.44)
001	1072856	12/04/18	12/04/18	CHRISTOFER S CALVIN	\$ (27.44)
001	1083280	05/06/19	05/06/19	MICHAEL B SOWERS	\$ (27.40)
001	1085928	06/17/19	06/17/19	ZACHARY J POWELL	\$ (26.96)
001	1082675	04/29/19	04/29/19	LYNN A GILL	\$ (25.80)
001	1083243	05/06/19	05/06/19	MANDY M QUINSEY	\$ (25.08)
001	1067072	09/04/18	09/04/18	MEGAN K WINTER	\$ (24.36)

**EXHIBIT A: CANCELLATION OF CHECKS (WARRANTS) OVER ONE YEAR OLD**

(Checks issued before July 1, 2019)

<b>Fund</b>	<b>Check No.</b>	<b>Check Date</b>	<b>G/L Date</b>	<b>Explanation</b>	<b>Amount</b>
001	1067074	09/04/18	09/04/18	MARIE V YORK	\$ (24.17)
001	1085898	06/17/19	06/17/19	DANNY R MINES	\$ (23.48)
001	1082793	04/29/19	04/29/19	KATIE STABLES	\$ (23.34)
001	1085930	06/17/19	06/17/19	AMY J RAMSTEAD	\$ (23.34)
001	1079952	03/25/19	03/25/19	HELENA E. SCHLEGEL	\$ (22.85)
001	1069217	10/09/18	10/09/18	KATHERINE BROTZMAN	\$ (22.18)
001	1069280	10/09/18	10/09/18	BRIANNA LARY KIMMEL	\$ (22.18)
001	1072931	12/04/18	12/04/18	MIKKEL H HONG	\$ (22.18)
001	1083823	05/20/19	05/20/19	LINGYUN CHASE	\$ (22.18)
001	1063069	07/10/18	07/10/18	KENNETH S MORGAN	\$ (21.99)
001	1069243	10/09/18	10/09/18	CODY A FLAHERTY	\$ (21.99)
001	1072973	12/04/18	12/04/18	JANEL M MASSEY	\$ (20.90)
001	1078997	03/12/19	03/12/19	PAUL RICHMOND LAW OFFICE	\$ (20.54)
001	1073067	12/04/18	12/04/18	ALAN M SHARP	\$ (18.72)
001	1074762	01/02/19	01/02/19	STEVEN R MYRKLE	\$ (18.72)
001	1074885	01/02/19	01/02/19	GERALD E WILLIAMS	\$ (18.72)
001	1083200	05/06/19	05/06/19	RADLEY K MULLER	\$ (18.70)
001	1073086	12/04/18	12/04/18	DAVID G SUNDBERG	\$ (17.63)
001	1082804	04/29/19	04/29/19	JANE L TERPSMA	\$ (17.54)
001	1069234	10/09/18	10/09/18	CHRISTINE J DARMANIN	\$ (16.54)
001	1071461	11/14/18	11/14/18	IVAN BUCHBINDER	\$ (16.54)
001	1083372	05/07/19	05/07/19	BRANDON R WASS	\$ (15.80)
001	1085858	06/17/19	06/17/19	JASON M HIMMELSTEIN	\$ (15.80)
001	1069290	10/09/18	10/09/18	RYLIE K MCCLURE	\$ (15.45)
001	1072894	12/04/18	12/04/18	NOVAYA C ESTRELLA	\$ (15.45)
001	1072995	12/04/18	12/04/18	JOHN L NEAL	\$ (15.45)
001	1085927	06/17/19	06/17/19	TORY S PORTER-NAMES	\$ (15.22)
001	1082807	04/29/19	04/29/19	ADINA K TRACY	\$ (14.64)
001	1083002	05/06/19	05/06/19	KONNOR A BLIZZARD	\$ (14.64)
001	1071516	11/14/18	11/14/18	JASON A KASARI	\$ (14.36)
001	1071523	11/14/18	11/14/18	JAYNIE L LIGHT	\$ (14.36)
001	1083057	05/06/19	05/06/19	BRADEN M DOWNEY	\$ (14.06)
001	1083167	05/06/19	05/06/19	ALEX V LYSIKOV	\$ (14.06)
001	1083244	05/06/19	05/06/19	JORDAN P RADKE	\$ (14.06)
001	1082755	04/29/19	04/29/19	GLENN E PERSSON	\$ (13.48)
001	1083288	05/06/19	05/06/19	ELLEN S STEPHENSON	\$ (13.48)
001	1066995	09/04/18	09/04/18	MARK A MARTI	\$ (13.27)
001	1069308	10/09/18	10/09/18	BRIAN N PEDERSON	\$ (13.27)
001	1071476	11/14/18	11/14/18	ELIZABETH A DECKER	\$ (13.27)
001	1071500	11/14/18	11/14/18	MASON T HARWELL	\$ (13.27)
001	1071536	11/14/18	11/14/18	GABRIEL A NELSON	\$ (13.27)
001	1071556	11/14/18	11/14/18	KEITH A SIMPSON	\$ (13.27)
001	1081168	04/15/19	04/15/19	MALLORY L DAVIDSON	\$ (12.90)
001	1082770	04/29/19	04/29/19	NICOLA L REPANICH	\$ (12.90)
001	1083088	05/06/19	05/06/19	JESSICA D GRAY	\$ (12.90)
001	1082606	04/29/19	04/29/19	KRISTIN L BEAL	\$ (12.32)
001	1082800	04/29/19	04/29/19	KATHLEEN A SULLIVAN	\$ (12.32)

**EXHIBIT A: CANCELLATION OF CHECKS (WARRANTS) OVER ONE YEAR OLD**

(Checks issued before July 1, 2019)

<b>Fund</b>	<b>Check No.</b>	<b>Check Date</b>	<b>G/L Date</b>	<b>Explanation</b>	<b>Amount</b>
001	1083045	05/06/19	05/06/19	RORY A DAMERON	\$ (12.32)
001	1083112	05/06/19	05/06/19	SKY J HESTER	\$ (12.32)
001	1083315	05/06/19	05/06/19	DEAN T VERHEY	\$ (12.32)
001	1069332	10/09/18	10/09/18	JOSHUA STRONG	\$ (12.18)
001	1071486	11/14/18	11/14/18	PEGGY A ERICKSON	\$ (12.18)
001	1074741	01/02/19	01/02/19	NICOLE K MARSOLAIS	\$ (12.18)
001	1063529	07/17/18	07/17/18	CARL D REID	\$ (12.00)
001	1079018	03/12/19	03/12/19	LISA M ASPESSI	\$ (11.74)
001	1079036	03/12/19	03/12/19	CRISTINA M BLANCHARD	\$ (11.74)
001	1079085	03/12/19	03/12/19	DAVID E FREEMAN	\$ (11.74)
001	1081305	04/15/19	04/15/19	WARREN P SCHICK	\$ (11.74)
001	1083101	05/06/19	05/06/19	SHERRI A HANSEN	\$ (11.74)
001	1080781	04/08/19	04/08/19	JESSICA MARDEN	\$ (11.20)
001	1086238	06/24/19	06/24/19	JESSE PATRICK	\$ (11.20)
001	1077578	02/19/19	02/19/19	NORA L LEDESMA	\$ (11.16)
001	1079157	03/12/19	03/12/19	CALEB J MCSHARRY	\$ (11.16)
001	1063058	07/10/18	07/10/18	BENJAMIN J HARRIS	\$ (11.09)
001	1071481	11/14/18	11/14/18	DEBBIE K DRAPER	\$ (10.90)
001	1082783	04/29/19	04/29/19	DONALD F SEATON	\$ (10.58)
001	1070902	11/06/18	11/06/18	DANIEL CANZATER	\$ (10.00)
001	1070960	11/06/18	11/06/18	LESLIE JORDAN REGISTER # 42122	\$ (10.00)
001	1070986	11/06/18	11/06/18	COURTNEY MULLINS	\$ (10.00)
001	1083829	05/20/19	05/20/19	JERRY CLOWN	\$ (10.00)
001	1083899	05/20/19	05/20/19	ELIJAH LITTLE SKY	\$ (10.00)
001	1083906	05/20/19	05/20/19	WAHINKPE MARTINEZ	\$ (10.00)
001	1085054	06/03/19	06/03/19	VINCENT DEAL	\$ (10.00)
001	1077663	02/19/19	02/19/19	NICOLE ROZE	\$ (4.64)
001	1077674	02/19/19	02/19/19	SYDNEY G SCHLOTTERBACK	\$ (4.64)
001	1083194	05/06/19	05/06/19	MORTGAGE CONNECT	\$ (3.00)
001	324323	01/18/19	01/18/19	SACKNOFF, PAMELA G.	\$ (2.92)
001	1083114	05/06/19	05/06/19	RYAN J HILL	\$ (2.90)
001	1082789	04/29/19	04/29/19	RUTH M SNITSELAAR	\$ (0.58)
001	324636	03/15/19	03/15/19	FISHER, PATRICIA A.	\$ (0.27)
<b>Total General Fund</b>					<b>\$ (5,494.98)</b>
108	1084626	05/28/19	05/28/19	JORDAN D. LOFDAHL	\$ (16.50)
<b>Total Road Fund</b>					<b>\$ (16.50)</b>
109	1066858	09/04/18	09/04/18	COLIN J. MCDONALD	\$ (10.00)
109	323252	07/20/18	07/20/18	GRASHER, AMY K.	\$ (2.98)
<b>Total Election Reserve Fund</b>					<b>\$ (12.98)</b>
118	1072424	11/27/18	11/27/18	NW PATHOLOGY	\$ (259.81)
<b>Total Whatcom County Jail Fund</b>					<b>\$ (259.81)</b>
444	324187	12/21/18	12/21/18	FERGUSON, NATHANIEL D.	\$ (15.83)
<b>Total Ferry System Fund</b>					<b>\$ (15.83)</b>



**EXHIBIT A: CANCELLATION OF CHECKS (WARRANTS) OVER ONE YEAR OLD**

(Checks issued before July 1, 2019)

<b>Fund</b>	<b>Check No.</b>	<b>Check Date</b>	<b>G/L Date</b>	<b>Explanation</b>	<b>Amount</b>
501	1071706	11/20/18	11/20/18	INDUSTRIAL SUPPLY	\$ (50.37)
<b>Total Equipment Rental and Revolving Fund</b>					<b>\$ (50.37)</b>
507	1068748	10/02/18	10/02/18	JACOB NUTTER	\$ (160.00)
507	324319	01/18/19	01/18/19	CROW, WILLIAM H.	\$ (10.02)
<b>Total Administrative Services Fund</b>					<b>\$ (170.02)</b>
16925	1083181	05/06/19	05/06/19	ASHLEY A. MCCAUGHAN	\$ (38.70)
<b>Total Birch Bay Sub-Zone Fund</b>					<b>\$ (38.70)</b>
<b>Total Whatcom County</b>					<b>\$ (6,059.19)</b>
608	1049643	01/23/18	01/23/18	WESLEY T. HUBBARD	\$ (183.76)
<b>Total Cemetery District No. 8</b>					<b>\$ (183.76)</b>
611	1056778	04/24/18	04/24/18	RODERIC ALAN PERRY	\$ (10.00)
<b>Total Cemetery District No. 11</b>					<b>\$ (10.00)</b>
666	1076924	02/05/19	02/05/19	PT ROBERTS PK REC 1	\$ (309.70)
666	1063931	07/24/18	07/24/18	WESLEY T. HUBBARD	\$ (300.00)
666	315587	07/31/17	07/31/17	SARKISSIAN, MATTHEW A.	\$ (246.90)
666	1080035	03/25/19	03/25/19	1ST PROPANE OF WHATCOM COUNTY	\$ (130.20)
<b>Total Point Roberts Park and Rec</b>					<b>\$ (986.80)</b>
667	1086565	06/25/19	06/25/19	JENNIE OLSON SIX	\$ (125.00)
<b>Total Blaine Birch Bay Park and Rec 2</b>					<b>\$ (125.00)</b>
671	1085267	06/11/19	06/11/19	DIANA ANTANO LINARES	\$ (60.90)
<b>Total Rural Library</b>					<b>\$ (60.90)</b>
672	1063768	07/17/18	07/17/18	THOMAS E ASHTON	\$ (300.00)
672	1079604	03/18/19	03/18/19	LARRY MASTERS	\$ (84.00)
672	1081031	04/08/19	04/08/19	LARRY MASTERS	\$ (46.27)
672	1069721	10/16/18	10/16/18	ANNA MARIE THOMAS	\$ (34.37)
672	1082888	05/06/19	05/06/19	LARRY MASTERS	\$ (32.06)
672	1075696	01/22/19	01/22/19	JACOB ARNOLD	\$ (27.45)
672	1068048	09/25/18	09/25/18	FRIDAY HARBOR DRUG & GIFT	\$ (15.25)
672	1064015	07/24/18	07/24/18	CHLOE CHOWNING	\$ (12.00)
672	1062767	07/10/18	07/10/18	PUJA SHARMA	\$ (10.50)
<b>Total NW Regional Council</b>					<b>\$ (561.90)</b>
705	1065815	08/21/18	08/21/18	COLBY DODD	\$ (458.00)
<b>Total Fire District No. 5</b>					<b>\$ (458.00)</b>
716	1084936	05/28/19	05/28/19	MALLORY COMPANY	\$ 175,238.90

**EXHIBIT A: CANCELLATION OF CHECKS (WARRANTS) OVER ONE YEAR OLD**

(Checks issued before July 1, 2019)

<b>Fund</b>	<b>Check No.</b>	<b>Check Date</b>	<b>G/L Date</b>	<b>Explanation</b>	<b>Amount</b>
716	323822	10/31/18	10/31/18	ANDERSON, ADAM N.	\$ (116.36)
716	323894	10/31/18	10/31/18	BASS, SETH O.	\$ (32.32)
<b>Total Fire District No. 16</b>					<b>\$ (387.58)</b>
717	323347	07/31/18	07/31/18	RINESMITH, WILLIAM D.	\$ (138.53)
717	324044	11/30/18	11/30/18	LAVEILLE, BRADY J.	\$ (55.41)
717	324417	01/31/19	01/31/19	STEDMAN, ALEX M.	\$ (41.56)
717	323346	07/31/18	07/31/18	LAVEILLE, BRADY J.	\$ (36.94)
<b>Total Fire District No. 17</b>					<b>\$ (272.44)</b>
718	323352	07/31/18	07/31/18	BRENNAN, MICHAEL P.	\$ (184.70)
718	324050	11/30/18	11/30/18	BUCE, WILLIAM R.	\$ (86.81)
718	325117	05/31/19	05/31/19	HAWKINS, JOHN P.	\$ (36.84)
<b>Total Fire District No. 18</b>					<b>\$ (308.35)</b>
814	1076007	01/22/19	01/22/19	EDGE ANALYTICAL INC	\$ (40.00)
814	1076495	01/31/19	01/31/19	WA COUNTIES INSURANCE FUND	\$ (25.00)
<b>Total Water District No. 14</b>					<b>\$ (65.00)</b>
819	1086206	06/18/19	06/18/19	PARADISE MARKET	\$ (87.17)
<b>Total Water District No. 19</b>					<b>\$ (87.17)</b>
<b>Total Districts</b>					<b>\$ (3,506.90)</b>
<b>Total Whatcom County and Districts</b>					<b><u>\$ (9,566.09)</u></b>



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-530

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<b>File ID:</b>	AB2020-530	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/05/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Compass Health to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$157,721

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Compass Health – COVID-Related Support Services  
**DATE:** November 5, 2020

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Attached is a contract between Whatcom County and Compass Health 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. Compass Health has been adapting to operational changes necessary to observe COVID-19 risk mitigation measures. The purpose of this contract is to provide reimbursement of operating expenses that have been incurred within Compass' Whatcom County locations to ensure COVID-19 risk mitigation measures are achievable. Reimbursable expenses include touchless faucets and drinking fountains, PPE and sanitation equipment and supplies, and updates to air systems (including HEPA filters) to address air flow.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$157,721. 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 Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). 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.



<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>		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:		Compass Health	
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#: 21.019
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		201801023
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		660430
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 checked="" type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$ 157,721			
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This contract provides funding for COVID-19 related prevention measures necessary to continue operations during the pandemic.			
Term of Contract:	10 Months		Expiration Date: 12/30/2020
Contract Routing:	1. Prepared by:	JT	Date: 11/03/2020
	2. Health Budget Approval:	KR/JG	Date: 11/3/20 / 11/4/20
	3. Attorney signoff:	RB	Date: 11/05/2020
	4. AS Finance reviewed:	M Caldwell	Date: 11/05/2020
	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 Compass Health**

**Compass Health**, 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), pp. 11 to 12.

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

The term of this Agreement shall commence on the 1<sup>st</sup> day of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30<sup>th</sup> day of December, 2020.

The general purpose or objective of this Agreement is to **provide reimbursement for COVID-19 related operations and prevention expenditures incurred within Whatcom County** as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed **\$157,721**. 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:**

Compass Health  
PO Box 3810 MS31  
Everett, WA 98213

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.

\_\_\_\_\_  
Tom Sebastian

**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:**

**Compass Health**  
PO Box 3810, MS31  
Everett, WA 98213  
Tom Sebastian, President & CEO  
[Tom.sebastian@compassh.org](mailto:Tom.sebastian@compassh.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: Ann Beck  
(360) 778-6055  
[ABeck@co.whatcom.wa.us](mailto:ABeck@co.whatcom.wa.us)

To [Party 2]: Compass Health  
PO Box 3810, MS31  
Everett, WA 98213  
Attn: Tamera Loesch  
[Tamera.loesch@compassh.org](mailto:Tamera.loesch@compassh.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](http://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](http://www.uscis.gov)

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

**40.1 Modifications:**

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

**40.2 Contractor Commitments, Warranties and Representations:**

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**

Compass Health provides comprehensive behavioral health services for all ages throughout Western Washington, including three clinical sites and numerous programs in Whatcom County. During the COVID-19 pandemic, services and supports were still administered, and in fact increased in need as safety precautions for both staff and clients became essential to mitigating the spread of the virus to the community. Financial support in the form of the Coronavirus Aid, Relief and Economic Security (CARES) Act dollars helps services to remain available to some of our most vulnerable community members and provides a safer work environment for front line staff providing these services.

**II. Statement of Work**

The Contractor will be reimbursed for increased operational and supportive service expenses incurred in Whatcom County during the COVID-19 response, to prevent the spread of the virus to clients and staff. Costs include touchless faucets and drinking fountains, PPE and other non-pharmaceutical interventions (NPI) necessary to continue operations and support COVID-19 risk mitigation measures.

**III. Reporting Requirements**

Contractor will provide a brief narrative report describing mitigation measures taken and their necessity to mitigate the spread of COVID-19.

## EXHIBIT "B" COMPENSATION

**I. Budget and Source of Funding:** Funding for this contract may not exceed \$157,721. 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. Funds are administered by the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	Budget
Touchless Faucets and Fountains (including installation)	Copies of paid invoices or receipts	\$9,400
HEPA filters and updates to air systems	Copies of paid invoices or receipts	\$20,000
Supplies (including PPE and sanitation materials and equipment)	GL Detail; copies of invoices or receipts	\$128,321
TOTAL		<b>\$157,721</b>

The contractor may transfer funds among budget line items in an amount up to 10% of the total budget. 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@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us). Monthly invoices must be submitted by the 15<sup>th</sup> of the month following the month of service **except final invoices which must be received by January 8, 2021**. 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 reimbursement of items 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 expenses indicated 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: AB2020-531

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<b>File ID:</b>	AB2020-531	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/05/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lighthouse Mission Ministries to extend the contract for two months in the amount of \$51,543 for a total amended contract amount of \$347,443

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract Amendment #3



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Lighthouse Mission Ministries – Emergency Temporary Shelter Contract Amendment #3  
**DATE:** November 5, 2020

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Attached is a contract amendment between Whatcom County and Lighthouse Mission Ministries for your review and signature.

▪ **Background and Purpose**

The Lighthouse Mission provides shelter for people experiencing homelessness in Whatcom County. This contract provides funding for staff needed to provide oversight and assistance at Whatcom County's Temporary Housing (Facility), which is necessary for social distancing and public-health related concerns due to the COVID-19 disease outbreak. The purpose of this amendment is to extend the contract through December 30, 2020 and provide a budget for personnel at the Facility for the extended contract period.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$347,443. Funds under this 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 (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) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). Funding is also provided by the Department of Commerce COVID-19 Housing Grant. These funds are included in the 2020 budget. Council approval is required as additional funding exceeds 10% of the approved budget.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



		<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>		Whatcom County Contract No. <u>202003013 – 3</u>	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8550 Human Services / 855040 Housing Program		
Contract or Grant Administrator:			Anne Deacon		
Contractor's / Agency Name:			Lighthouse Mission Ministries		
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 #:		202003013	
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?				CFDA#:	21.016 / 21.019
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):			
Is this contract grant funded?				202006003 / 201801023 / 202003011	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):			
Is this contract the result of a RFP or Bid process?				Contract Cost	134150 / 660430 /
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Center:	122700
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: <b>This contract provides services to the County required as a result of an emergency. (COVID-19 pandemic)</b>					
<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 <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>			
\$	295,900				
This Amendment Amount:					
\$	51,543				
Total Amended Amount:					
\$	347,443				
Summary of Scope: This contract funds staffing for Whatcom County's Temporary Housing Facility necessary to respond to the COVID-19 outbreak.					
Term of Contract:		9.5 Months		Expiration Date:	12/30/2020
Contract Routing:	1. Prepared by:	JT			Date: 09/28/2020
	2. Health Budget Approval	KR/JG			Date: 10/29/2020/10/30/2020
	3. Attorney signoff:	RB			Date: 10/29/2020
	4. AS Finance reviewed:	M Caldwell			Date: 11/05/2020
	5. IT reviewed (if IT related):				Date: _____
	6. Contractor signed:				Date: _____
	7. Submitted to Exec.:	JT			Date: 11/05/2020
	8. Council approved (if necessary):				Date: _____
	9. Executive signed:				Date: _____
	10. Original to Council:				Date: _____

## WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

**PARTIES:**

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

**AND CONTRACTOR:**

Lighthouse Mission Ministries  
910 W Holly Street  
Bellingham, WA 98225

**AMENDMENT NUMBER: 1**

**CONTRACT PERIODS:**

Original: 03/20/2020 – 08/10/2020

Amendment #1: 04/01/2020 – 08/10/2020

Amendment #2: 06/08/2020 – 10/31/2020

Amendment #3: 11/01/2020 – 12/30/2020

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

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**DESCRIPTION OF AMENDMENT:**

1. Extend the term of the contract through 12/30/2020.
2. Amend Exhibits A – Scope of Work to designate services provided between 03/20/20 through 10/31/20 as SOW (A) Emergency Shelter and Drop-in Center and services provided between 04/01/20 through 12/30/20 as SOW (B) Temporary Housing Facility; revised Exhibit A is attached.
3. Amend Exhibit B – Compensation, to increase funding by \$51,543 for the extended two month period for staffing only at Whatcom County's Temporary Housing Facility; revised Exhibit B is attached.
4. Funding for the total contract period (03/20/2020 – 12/30/2020) is not to exceed \$347,443.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 11/01/2020.

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

---

APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney Date

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

FOR THE CONTRACTOR:

Hans Erchinger-Davis, Executive Director	
Contractor Signature	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
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**CONTRACTOR INFORMATION:**

Lighthouse Mission Ministries  
Hans Erchinger-Davis, Executive Director  
910 W Holly Street  
Bellingham, WA 98225  
(360) 733-5120  
[hanse@thelighthousemission.org](mailto:hanse@thelighthousemission.org)



## **Exhibit A – Amendment #3** **(SCOPE OF WORK)**

### **I. Background**

The Lighthouse Mission Ministries (LMM) provides shelter for people experiencing homelessness in Whatcom County. In following Federal recommendations for social distancing related to the COVID-19 disease outbreak, expansion of the shelter is necessary to protect the health of Lighthouse Mission guests, employees, and volunteers. Providing adequate space to promote social distancing will aid the County in its public health efforts to decrease transmission of COVID-19 in the community. The LMM's Drop-in Center has been relocated temporarily to a larger facility ("Emergency Shelter") presently located at Bellingham High School and soon to be relocated to a commercial building in downtown Bellingham, in order to optimize the ability to provide social distancing among guests. Additional LMM personnel are required in order to ensure adequate staffing levels for operations in these new locations.

An additional emergency temporary facility (defined herein as the Whatcom County COVID-19 Temporary Housing Facility (formerly known as the Isolation and Quarantine Facility) "Facility") to house guests in need of isolation or quarantine who have no other option to accomplish such, has been established by the County's Unified Command to respond to the COVID-19 pandemic. Operations of the Facility is shared between SeaMar Community Health Centers via their GRACE (Ground-level Response and Coordinated Engagement) Program staff and Lighthouse Mission Ministries (LMM) staff. On-site staff are needed 24/7 when guests are residing to monitor and protect the Facility and the welfare of its guests, as well as to ensure that necessary daily operational issues are addressed ("Facility Services"). Accordingly, LMM will use its best efforts to provide this 24/7 staffing of the Facility by locating and recruiting appropriate personnel, as set forth below.

### **II. Statement of Work**

#### **A. Emergency Shelter and Drop-in Center (03/20/2020 – 10/31/2020):**

The Lighthouse Mission (Contractor) will temporarily increase the number of additional personnel necessary to maintain efforts to ensure the safety and health of guests, employees, and volunteers during the COVID-19 disease outbreak. Additional personnel hired may be employees or contracted, determined by LMM at its sole discretion.

LMM staff will be on-site 24 hours per day at a level sufficient to provide adequate oversight and services and to maintain safety and security for people as well as the facility. Additional personnel needed include two staff to cover the hours from 7:00AM until 10:00PM, and one staff daily to cover the hours from 10:00PM until 7:00AM.

#### **B. Whatcom County Temporary Housing Facility on Byron Street (Facility) (04/01/2020 – 12/30/2020):**

Contractor (LMM) will oversee daily operations by providing staffing to the Facility. Contractor (LMM) will use its best efforts to provide temporary staffing necessary for the Facility services on-site 24/7 by locating and recruiting appropriate personnel. Facility staff provided by LMM will include a Supervisor who will be supported by the SeaMar Program Manager who will provide guidance and consultation as necessary for administration of the Facility.

The LMM Supervisor will assist in recruitment and hiring of staff, developing staffing schedules, and provide on-site guidance to staff. As needed the Supervisor will consult with SeaMar Program Manager on best practices for managing daily staff activities as well as any concerns or issues that may arise.

It is understood that compensation for the Facility staff hired by LMM may be at a higher rate than that paid to regular Emergency Shelter staff due to the potentially hazardous conditions present in working with Facility guests who may be COVID-19 positive. Personal protective equipment and other infection-control practices will be employed at all times, as necessary. The County will provide infection control guidelines for use by all staff at the Facility.

Staffing patterns and shifts will consist of no less than one LMM staff on-site during all hours of the day. It is expected that additional LMM personnel will be added as the Facility census increases. LMM will coordinate with SeaMar/GRACE on staffing levels and shifts to ensure consistent communication and coordination of activities, staff roles, supervision and other matters necessary to provide effective services and oversight of the Facility. As stated above, LMM shall assume no responsibility or liability for the Facility, which shall be the sole and exclusive responsibility of the County. County shall indemnify, hold harmless, LMM, its officers, directors, employees, and staff from and against any and all claims or damages alleged to arise out of any act, error or omission related to the Facility, which shall be the sole and exclusive responsibility of the County. County shall indemnify, defend and hold harmless LMM, its officers, directors, employees and staff from and against any and all claims or damages alleged to arise out of any act, error or omission related to the Facility except for such acts, errors or omissions that are the result of the willful misconduct or gross negligence of LMM.

SeaMar/GRACE will have staff available seven days weekly for consultation and guidance. Security services will be on-site and will be provided by a separate, private firm. SeaMar/GRACE will be responsible for coordinating all personnel assigned to the Facility, with assistance from the LMM Supervisor, and will attend to any concerns that may arise from having multiple employers working together at the same site/program.

The County or the owner of the motel housing units will be responsible for general repairs and maintenance as well as providing for utility services.

Following are duties expected to be provided by on-site LMM personnel, but are not inclusive and may be altered as programming requires. These tasks are intended to ensure the functioning of the daily operations of the Facility. It is not expected that LMM staff will provide any hands-on assistance with guests, but instead support guests with the following activities.

1. Assist with delivery and pick-up of daily meals to Facility.
2. Assist with linen exchanges and laundry services to Facility.
3. Assist with directing regular waste disposal from each housing unit.
4. Prepare vacant rooms that have been cleaned and sanitized for the next guest by making beds and providing towels and toiletries.
5. Assist with communication connections between guests and their healthcare providers if a resident is unable to accomplish this independently.
6. Guide and direct guests on appropriate behaviors that promote sufficient social distancing, isolation, quarantine, hygiene, and sanitation.
7. Coordinate with SeaMar/GRACE staff on issuance of motivational incentives to guests in an effort to encourage compliance with all infection-control practices and personal medical directives.
8. Coordinate with on-site services that may include sanitation of housing units upon discharge of a resident, security practices and concerns, on-site healthcare provision, and access/egress of the property/facility.
9. Assist coordination with guests to access help for housing unit issues that may include Wi-Fi access, repairs and maintenance, or communications problems that may arise.
10. Assist with and initiate as needed scheduling of on-site staff at the Facility.

The County will provide a manual of Policies and Procedures covering operational issues for the Facility that will be on-site and available as reference. It is expected that all personnel will follow the policies and procedures outlined, and work directly with the County on any concerns that may arise as a result. It is the County's goal to support SeaMar/GRACE, LMM, and their employees in the performance of their duties to the greatest extent possible.

LMM will work with the County to adjust the budget as necessary in order to assure optimal staffing levels.

The County shall reimburse Contractor all out-of-pocket costs associated with Contractor's hiring of additional personnel in accordance with the terms set forth in Exhibit B.

**EXHIBIT "B" – Amendment #3**  
**COMPENSATION**

- I. **Source of Funding:** Funding for this contract may not exceed \$347,443. Funds under this 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 (CFDA 21.016) and the COVID-19 Housing Grant thru the Washington State Department of Commerce and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). 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:

Item	Documentation Required with Invoice	Budget
Personnel at the Isolation & Quarantine Facility	Expanded GL report for the period.	\$315,857
Indirect @ 10%		\$31,586
<b>TOTAL</b>		<b>\$347,443</b>

In no instance shall the indirect cost exceed the limits established above.

II. **Invoicing:**

1. The Contractor shall submit itemized invoices by location on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15<sup>th</sup> of the month, following the month of service. The Contract number shall be included on all billings or correspondence.
  - a. **Final invoices for expenses incurred between March – October must be received by November 15, 2020.**
  - b. **Final invoices for expenses incurred between November and December must be received by January 8, 2021.**
2. The Contractor shall submit invoices to [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:  
**I certify that the materials have been furnished, the services rendered, or the labor has been performed, as described on this invoice.**
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-532

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<b>File ID:</b>	AB2020-532	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/06/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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Primary Contact Email: KRoy@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 Washington State Health Care Authority to support Medicaid related outreach and linkage activities to Whatcom County residents

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

See attachments

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** Washington State Health Care Authority – Medicaid Administrating Claiming Interlocal Agreement

**DATE:** November 6, 2020

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Attached is an Interlocal Agreement between Whatcom County and Washington State Health Care Authority for your review and signature.

▪ **Background and Purpose**

The purpose of this contract is to support Medicaid related outreach and linkage activities performed by the Health Department to Washington State resident who live within Whatcom County. This program assists county residents in applying for and accessing Medicaid services and has been in operation with the Health Department since 2011.

▪ **Funding Amount and Source**

This contract is funded by the United States Department of Health and Human Services Medical Assistance Program (CFDA 93.778) and is a fee-for-service contract without a not-to-exceed amount. The contract reimburses the department at 50% of the cost of assisting County residents in accessing Medicaid services. Match for this contract is provided by the existing work of the department and does not require any additional monetary outlay. 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 Number:

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Washington State Health Care Authority	
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?			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s):	K4664	CFDA#: 93.778
Is this contract grant funded?			
Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process?			Contract Cost Center:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> :	
Fee for service with no maximum revenue		<ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>	
Summary of Scope: This contract supports Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to WA State residents who live within its jurisdictions.			
Term of Contract:	2 Years	Expiration Date:	12/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 11/04/2020
	2. Health Budget Approval	KR/JG	Date: 11/06/2020
	3. Attorney signoff:	RB	Date: 11/05/2020
	4. AS Finance reviewed:	M Caldwell	Date: 11/04/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

	<b>INTERAGENCY AGREEMENT for MEDICAID ADMINISTRATIVE CLAIMING</b>	HCA Contract Number: K4664
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**THIS AGREEMENT** is made by and between Washington State Health Care Authority (HCA) and Whatcom County Health Department, (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

<b>CONTRACTOR NAME</b> Whatcom County Health Department		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b>	
<b>CONTRACTOR ADDRESS   Street</b> 509 Girard Street	<b>City</b> Bellingham	<b>State</b> WA	<b>Zip Code</b> 98225
<b>CONTRACTOR CONTRACT</b> Jessie Thomson	<b>CONTRACTOR TELEPHONE</b> (360) 778 6020	<b>CONTRACTOR E-MAIL ADDRESS</b> jthomson@co.whatcom.wa.us	

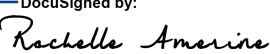
<b>HCA PROGRAM</b> Medicaid Administrative Claiming (MAC)	<b>HCA DIVISION/SECTION</b> Medicaid Programs Operations & Integrity / Community Services
<b>HCA CONTRACT MANAGER NAME AND TITLE</b> Jon Brogger, Medical Assistance Program Specialist	<b>HCA CONTRACT MANAGER ADDRESS</b> Health Care Authority 626 8th Avenue SE PO Box 45530 Olympia, WA 98504-5530
<b>HCA CONTRACT MANAGER TELEPHONE</b> (360) 725-1647	<b>HCA CONTRACT MANAGER E-MAIL ADDRESS</b> jon.brogger@hca.wa.gov

<b>CONTRACT START DATE</b> January 1, 2021	<b>CONTRACT END DATE</b> December 31, 2022	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> No Maximum
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**PURPOSE OF CONTRACT:**

The purpose of this Contract is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction. These activities assist residents who have no or inadequate medical coverage, and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This Agreement provides a process for partially reimbursing the Contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by HCA.

<b>CONTRACTOR SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>
<b>HCA SIGNATURE</b> <small>DocuSigned by:</small> 	<b>PRINTED NAME AND TITLE</b> Rachelle Amerine Contracts Administrator	<b>DATE</b> 11/3/2020

71E17FEBBC774E7...



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 email RB/JT \_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney

11/05/2020 \_\_\_\_\_  
Date

## TABLE OF CONTENTS

<b>Recitals.....</b>	<b>6</b>
<b>1. DEFINITIONS.....</b>	<b>6</b>
<b>2. STATEMENT OF WORK.....</b>	<b>11</b>
<b>3. PERIOD OF PERFORMANCE .....</b>	<b>11</b>
<b>4. PAYMENT .....</b>	<b>11</b>
<b>5. BILLING PROCEDURE .....</b>	<b>12</b>
<b>6. OVERPAYMENTS TO CONTRACTOR.....</b>	<b>13</b>
<b>7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS .....</b>	<b>13</b>
<b>8. SUBCONTRACTING.....</b>	<b>13</b>
<b>9. SUBRECIPIENT .....</b>	<b>14</b>
<b>10. ASSIGNMENT .....</b>	<b>15</b>
<b>11. CONTRACT MANAGEMENT .....</b>	<b>15</b>
<b>12. DISALLOWED COSTS .....</b>	<b>15</b>
<b>13. DISPUTES .....</b>	<b>16</b>
<b>14. INSURANCE.....</b>	<b>16</b>
<b>15. LEGAL AND REGULATORY COMPLIANCE .....</b>	<b>18</b>
<b>16. NONDISCRIMINATION .....</b>	<b>18</b>
<b>17. PAY EQUITY .....</b>	<b>19</b>
<b>18. GOVERNANCE .....</b>	<b>19</b>
<b>19. INDEPENDENT CAPACITY .....</b>	<b>20</b>
<b>20. RECORDS MAINTENANCE .....</b>	<b>20</b>
<b>21. RIGHTS IN DATA .....</b>	<b>20</b>
<b>22. CONFIDENTIALITY .....</b>	<b>21</b>
<b>23. CONFIDENTIAL INFORMATION PROTECTION .....</b>	<b>21</b>
<b>24. RIGHTS OF STATE AND FEDERAL GOVERNMENTS .....</b>	<b>21</b>
<b>25. SEVERABILITY .....</b>	<b>21</b>
<b>26. FEDERAL FUNDING ACCOUNTABILITY &amp; TRANSPARENCY ACT (FFATA).....</b>	<b>21</b>
<b>27. FUNDING AVAILABILITY .....</b>	<b>22</b>
<b>28. TERMINATION .....</b>	<b>22</b>
<b>29. TERMINATION FOR CAUSE .....</b>	<b>22</b>
<b>30. WAIVER.....</b>	<b>22</b>
<b>31. ALL WRITINGS CONTAINED HEREIN .....</b>	<b>23</b>
<b>32. SURVIVORSHIP .....</b>	<b>23</b>

The following Attachments and Exhibits are attached and are incorporated into this Contract  
by reference:

### **Attachments**

Attachment 1: Confidential Information Security Requirements

Attachment 2: Federal Compliance, Certifications, and Assurances

Attachment 3: Federal Award Identification for Subrecipients

Attachment 4: Federal Funding Accountability and Transparency Act Data Collection Form

### **Schedules**

Schedule A: Statement of Work (SOW) Medicaid Administrative Claiming Services

## **Recitals**

This Contract, number K4664 supercedes and replaces contract K3084 in its entirety.

### **1. DEFINITIONS**

**“A19-1A Invoice Voucher”** or **“A19”** means the state of Washington Invoice Voucher used by Contractors and vendors to submit claims for payment in return for goods and/or Services provided to Health Care Authority (HCA) or its clients.

**“Activity Code”** or **“Code”** means the code assigned to the daily activities performed by Contractor staff in order to identify the percentage of time spent on any given activity.

**“Administrative Fee”** means the dollar amount charged to a contractor by HCA based on a percentage of each contractor’s billing for Federal Financial Participation (FFP) claimed at the federally approved match rate, to offset HCA’s costs incurred in administering this Contract.

**“Apple Health”** or **“Medicaid”** means the Washington State Medicaid program funded by the federal and state government, which pays for medical coverage for children and adults who meet specific income criteria.

**“Audit”** means an investigation of a contractor’s MAC program and financial information to ensure compliance with state, federal, and local laws.

**“Authorized Representative”** means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

**“Billing Quarter”** means a calendar quarter consisting of three (3) consecutive calendar months beginning with the first date of the calendar quarter during which this Agreement starts. The Contractor shall use Billing Quarters as the time periods for which claims for FFP are made.

**“Breach”** means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

**“Budget Unit”** means the individual contractor eligible to submit a claim for reimbursement to HCA, and includes all of its subunits.

**“Budgeting, Accounting and Reporting System”** or **“BARS”** or **“BARS Manual”** The BARS Manual prescribes accounting and reporting for local governments in accordance with RCW 43.09.200 and found at this website <http://www.sao.wa.gov/local/Pages/BarsManual.aspx>.

**“Business Days and Hours”** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**“Centers for Medicare and Medicaid Services”** or **“CMS”** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

**“Centers for Medicare and Medicaid Services School-Based Administrative Claiming Guide”** or **“CMS Guide”** means the document issued by CMS in 2003 and any supplements, amendments, or successor; incorporated herein by reference which provides guidance to States for developing and managing MAC programs.

**“Certified Public Expenditure”** or **“CPE”** means the sources of funds certified as actual expenditures by a local or public governmental entity and used as the State share in order to receive federal matching Medicaid funds, or Federal Financial Participation (FFP).

**“Client”** means an individual served within budget unit or cost center of the Contractor.

**“Code of Federal Regulations”** or **“CFR”** means the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement regulation.

**“Cognizant Agency”** means the federal agency responsible for reviewing, negotiating, and approving Indirect Cost Rates.

**“Confidential Information”** means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or Regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

**“Contract”** or **“Agreement”** means the entire written Agreement between HCA and the Contractor, including any exhibits, documents, or materials incorporated by reference. The parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this Contract shall be the same as delivery of an original. Contract and Agreement may be used interchangeably.

**“Contractor”** means Whatcom County Health Department, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing Services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

**“Corrective Action”** or **“Corrective Action Plan”** means the written description of the plan the Contractor will complete in order to correct any finding or deficiency as identified by HCA or government entity.

**“Cost Allocation Plan”** or **“CAP”** means the official document which describes the procedures that states use in identifying, measuring, and allocating state agency costs incurred in support of all

programs administered or supervised by the state agency. The Cost Allocation Plan makes explicit reference to the methodologies, claiming mechanisms, interagency agreements, and other relevant issues pertinent to the allocation of costs and submission of claims by MAC Contract acts. The Cost Allocation Plan must be reviewed and approved by CMS.

**“CPE Local Match Certification”** means HCA’s form the Contractor must submit with each quarterly invoice to report the source of funds certified as public expenditures and therefore eligible to be used as match for the MAC program.

**“Data”** means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

**“Direct Charge Method”** means the method of accounting for Direct Costs without a stepdown allocation for single funding sources expenses wholly attributed to the MAC program.

**“Direct Cost”** means an operating expense that is wholly attributable to the MAC program and is not already included in the Indirect Cost Rate.

**“Effective Date”** means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**“Eligible Participant”** or **“Participant”** or **“RMTS Participant”** means an employee of the Contractor that is in compliance with all federal, state, and HCA regulations including this Contract, the CAP, the Manual, CMS guidance, and any other requirements for participation in the MAC program and whose costs are eligible for claiming their staff time costs for conducting MAC activities.

**“Federal Financial Participation”** or **“FFP”** means the federal payment (or federal “match”) that is available at a rate of 50% for amounts expended by a state “as found necessary by the Secretary for the proper and efficient administration on the state plan” per 42 CFR § 433.15(b)(7). An enhanced FFP rate of seventy five percent (75%) is available for certain SPMP or interpretation administrative costs. Only permissible, non-federal funding sources are allowed to be used as the state match for FFP.

**“Fiscal Coordinator”** means the Contractor’s employee who is assigned to be the liaison between HCA and the Contractor for the accounting purposes of this Agreement. The Contractor may assign the fiscal and RMTS coordinator roles to the same staff if desired.

**“HCA Contract Manager”** means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

**“Health Care Authority”** or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

**“Indirect Cost”** means an operating expense that is allocated across more than one program.

**“Indirect Cost Rate”** means the ratio, expressed as a percentage, of the Indirect Costs to a Direct Cost base as approved by the Contractor’s Cognizant Agency.

**“LHJ Coordinator Manual”** or **“Manual”** means the HCA document or its successor including any updates, that describes how the Contractor must manage their MAC program and provides program guidance.

**“Linkage”** means connecting Clients to Medicaid Covered Services.

**“Local Matching Funds”** means the Contractor’s non-federal tax dollars that are not otherwise obligated and are designated or certified to match the FFP rate of reimbursement. This revenue must be in the Contractor’s budget and under the Contractor’s control. These funds cannot be contributed by healthcare providers as Local Matching Funds and Subcontractors cannot certify local match funding. All local match funds must meet CPE requirements.

**“MAC Activity”** or **“Allowable Activity”** or **“Reimbursable Activity”** or **“Claimable Activity”** means an activity that is administrative in nature, and necessary for the proper and efficient administration for the Medicaid state plan which must be in compliance as described in applicable federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement.

**“Medicaid Administrative Claiming”** or **“MAC”** means the source of funding for reimbursements provided in this Agreement shared between the Contractor and the Federal Financial Participation (FFP).

**“Medicaid Covered Services”** means the array of federally required and Washington State legislatively appropriated medical and social services available to Medicaid Clients through the State Medicaid Plan (Apple Health).

**“Medicaid Eligibility Rate”** or **“MER”** means the proportional share of Medicaid individuals to the total number of individuals in the target population (Contractor’s jurisdiction) as defined in the CAP, Manual and this Agreement.

**“Monitoring”** means review of a Contractor’s MAC program to ensure program integrity.

**“Office of Management and Budget”** or **“OMB”** means a division under the Executive Office of the President of the United States.

**“Operating Expense”** means those costs incurred by the Contractor to perform business activities and includes both Direct Costs and Indirect Costs. Only operating expenses necessary to operate the Contractor’s MAC program are allowable for FFP reimbursement.

**“Outreach”** means activities undertaken by the Contractor to inform individuals, families and community members within its jurisdiction about Services available and encourage access to these Services.

**“Overpayment”** means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

**“Position Description”** means a document summary of specific duties and responsibilities assigned to a staff position.

**“Protected Health Information”** or **“PHI”** means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR 160.103. Individually identifiable information is information that



identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

**“Random Moment Time Study (RMTS)”** or **“System”** or **“Time Study”** means an electronic System that quantifies the daily activities of eligible time study Participants through a statistically valid sampling methodology and allocates allowable participant costs to the MAC program. The System calculates the amount of FFP reimbursement based on the Contractors RMTS results, staff costs, MER, costs and other applicable calculations as described in the CAP, Manual and this Agreement.

**“Regulation”** means any federal, state, or local regulation, rule, or ordinance.

**“RCW”** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute.

**“RMTS Consortium”** or **“RMTS Consortia”** or **“Consortium”** or **“Consortia”** means a group of Contractors who have organized together based on similar duties their staff perform, organizational structure, type of programs, scope of work, or regional working relationships and will participate in a single time study together in order to achieve statistical validity.

**“RMTS Coordinator”** means an employee of the Contractor who is assigned to be the time study liaison between HCA and the Contractor for purposes of this Agreement. The Contractor may assign the fiscal and RMTS coordinator roles to the same staff if desired.

**“Services”** means all work performed or provided by Contractor pursuant to this Contract.

**“Skilled Professional Medical Personnel”** or **“SPMP”** means an individual who has completed a two-or-more-year program leading to an academic degree or certificate in a medically related profession, demonstrated by possession of a medical license, certificate or other document issued by a recognized National or State medical licensure or certifying organization or a degree in a medical field issued by a college or university certified by a professional medical organization.

**“State Fiscal Year”** or **“SFY”** means a twelve (12) month period beginning on July 1<sup>st</sup> of one calendar year and ending on June 30<sup>th</sup> of the following calendar year. The SFY is broken into four (4) Billing Quarters.

**“State Medicaid Plan”** means the comprehensive written commitment by HCA, submitted under 1902(a) of the Social Security Act and approved by CMS, to administer the Washington State Medicaid program in accordance with federal and state requirements.

**“Statement of Work”** or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is attached as Schedule A.

**“Subcontract”** means any separate agreement or contract between the Contractor and an individual third party or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

**“Subcontractor”** means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Subrecipient”** shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award.

**“Sub-unit”** means an individual cost center or budget unit within a budget unit (LHJ).

**“Successor”** means any entity or individual which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the first contractor/vendor or any person who succeeds to the office, rights, responsibilities or place of another.

**“USC”** means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute.

## **2. STATEMENT OF WORK**

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Schedule “A”

## **3. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Contract will commence on January 1, 2021, and be completed on December 31, 2022, unless terminated sooner or extended upon written agreement between the parties.

This Contract may be extended through December 31, 2026 in two (2), two (2) year increments and at HCA’s sole discretion. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

## **4. PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for Services will be based on the Source(s) of Funds identified below.

4.1. Source of Funds for Administrative Claiming are as follows:

4.1.1. Fifty percent (50%) of funds is received from the United States Department of Health and Human Services under Medical Assistance Program CFDA 93.778; and

- 4.1.2. Fifty percent (50%) is received from the Contractor's Local Matching Funds.
- 4.2. Source of funds for Administrative Claiming for appropriately documented Skilled Professional Medical Personnel and appropriately documented Interpreter staff Administrative Claiming are as follows:
  - 4.2.1. Seventy-five percent (75%) of funds is received from the United States Department of Health and Human Services under Medical Assistance Program CFDA 93.778; and
  - 4.2.2. Twenty-five percent (25%) is received from the Contractor's Local Matching Funds.
- 4.3. HCA will not issue reimbursement for any quarters where HCA receives credible evidence or suspected evidence of a system failure that has the potential to impact the integrity of the reimbursement request. This includes but is not limited to failures related to the time study, MER calculation, claim calculation, or reconciliation.
  - 4.3.1. HCA will pursue corrective action as needed, and will restore payment after any issues related to the reimbursement request are resolved, and the requested amount is accurate.

## **5. BILLING PROCEDURE**

Contractor must submit accurate invoices to the HCA Contract Manager for all amounts to be paid by HCA via e-mail to the HCA Contract Manager email address listed on the cover of this Agreement. Include the HCA Contract number in the subject line of the email.

All invoices submitted must receive approval of the HCA Contract Manager or their designee prior to payment. Approval will not be unreasonably withheld.

Contractor shall only submit invoices for Services or deliverables as permitted by this section of the Contract. The Contractor shall not bill HCA for Services performed under this Contract, and HCA 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 such Services or deliverables.

Contractor must submit properly itemized invoices to include the following information, as applicable:

- a. HCA Contract number K4664;
- b. Contractor name, address, phone number;
- c. Description of Services;
- d. Date(s) of delivery;
- e. Net invoice price for each item;
- f. Applicable taxes;

- g. Total invoice price; and
- h. Payment terms and any available prompt payment discount.

HCA will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.

In order to receive payment for Services or products provided to a state agency, Contractor must register with the [Statewide Payee Desk](#). Payment will be considered timely if made by HCA within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.

Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

## **6. OVERPAYMENTS TO CONTRACTOR**

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 13, *Disputes*.

## **7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

## **8. SUBCONTRACTING**

8.1. Neither the Contractor nor any Subcontractor shall enter into Subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

8.1.1. Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.

- 8.1.2. If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 8.1.3. The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- 8.1.4. HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.
- 8.1.5. Contractor is prohibited from entering into Subrecipient Subcontracts for the purpose of participating in the MAC program.

## 9. **SUBRECIPIENT**

### 9.1. General

If the Contractor is a Subrecipient (as defined in 45 CFR 75.2 and 2 CFR 200.93) of federal awards, then the Contractor, in accordance with 2 CFR 200.501 and 45 CFR 75.501, shall:

- 9.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- 9.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- 9.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 9.1.4. Incorporate OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are Subrecipients;
- 9.1.5. Comply with any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any successor or replacement Circular or regulation;
- 9.1.6. Comply with the applicable requirements of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, and any successor or replacement Circular or regulation; and
- 9.1.7. Comply with the Omnibus Crime 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 II 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, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

## 9.2. Single Audit Act Compliance

If the Contractor is a Subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

- 9.2.1. Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; and
- 9.2.2. Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, prepare a "Summary Schedule of Prior Audit Findings."

## 9.3. Overpayments

- 9.3.1. If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to HCA as provided in Section 6, *Overpayments to Contractor*.

## 10. **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 will not be unreasonably withheld.

## 11. **CONTRACT MANAGEMENT**

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

## 12. **DISALLOWED COSTS**

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

### 13. **DISPUTES**

In the event that a dispute arises under this Agreement, it will be determined by a Dispute Board in the following manner: Each party to this Agreement will appoint one member to the Dispute Board. The members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board will thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board will 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.

### 14. **INSURANCE**

HCA certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which is found liable.

The Contractor certifies by signing this Contract that either:

- 14.1. The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable, or
- 14.2. The Contractor maintains the types and amounts of insurance identified below and shall, if requested by HCA; provide certificates of insurance to that effect to the HCA contact on page one of the Agreement.

#### 14.2.1. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, HCA, and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the Contractor is a sole proprietor with less than three contracts, the Contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of this Contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, HCA, it's elected and appointed officials, agents, and employees shall be named as additional insureds.



14.2.2. Business Auto Liability Insurance (BAL)

The Contractor shall maintain a Business Automobile Policy on all vehicles used in the performance of work under this Contract, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide HCA with a waiver of subrogation or name HCA as an Additional Insured.

14.2.3. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions Insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

14.2.4. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and Regulations. The State of Washington and HCA shall not be held responsible for claims filed for Worker's Compensation under Title 51 RCW by the Contractor or its employees under such laws and Regulations.

14.2.5. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport Clients or deliver Services have personal automobile insurance and current driver's licenses.

14.2.6. Subcontractors

The Contractor shall ensure that all Subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under this Contract.

14.2.7. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

14.2.8. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

OR

The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

#### 14.2.9. Evidence of Coverage

The Contractor, upon request by HCA staff, submits a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify HCA as the Certificate Holder. A duly Authorized Representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to the HCA copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the Contract.

The Contractor shall maintain copies of Certificates of Insurance for each Subcontractor as evidence that each Subcontractor maintains insurance as required by the Contract.

#### 14.2.10. Material Changes

The insurer shall give HCA 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give HCA ten (10) days advance written notice of cancellation.

#### 14.2.11. General

By requiring insurance, the State of Washington and HCA do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and HCA in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

### 15. **LEGAL AND REGULATORY COMPLIANCE**

15.1. During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

15.2. Failure to comply with any provisions of this section may result in Contract termination.

### 16. **NONDISCRIMINATION**

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42

U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under Section 29, *Termination for Cause*, and Contractor may be declared ineligible for further contracts with HCA.

## **17. PAY EQUITY**

- 17.1. Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, 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 (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job Titles alone are not determinative of whether employees are similarly employed.
- 17.2. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 17.3. Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 17.4. A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 17.5. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

## **18. GOVERNANCE**

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 will be construed to conform to those laws.

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

- 18.1. Applicable state and federal statutes and rules;
- 18.2. Recitals;
- 18.3. Special Terms & Conditions;

- 18.4. General Terms & Conditions;
- 18.5. Attachment 1: *Confidential Information Security Requirements*;
- 18.6. Attachment 2: *Federal Compliance, Certifications and Assurances*;
- 18.7. Attachment 3: *Federal Award Identification for Subrecipients*;
- 18.8. Attachment 4: *Federal Funding Accountability and Transparency Act Data Collection Form*;
- 18.9. Schedule A, *Statement of Work*; and
- 18.10. Any other provisions of the Agreement, including materials incorporated by reference.

**19. INDEPENDENT CAPACITY**

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

**20. RECORDS MAINTENANCE**

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and Indirect Costs expended by either party in the performance of the Services described herein. These records will 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 (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will 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 use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**21. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by HCA. Data will 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.

**22. CONFIDENTIALITY**

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's Clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

**23. CONFIDENTIAL INFORMATION PROTECTION**

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 1: Confidential Information Security Requirements).

**24. RIGHTS OF STATE AND FEDERAL GOVERNMENTS**

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

**25. SEVERABILITY**

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

**26. FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)**

26.1. This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The

purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

- 26.2. To comply with the act and be eligible to enter into this Contract, Contractor must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Contractor does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).
- 26.3. Information about Contractor and this Contract will be made available on [www.uscontractorregistration.com](http://www.uscontractorregistration.com) by HCA as required by P.L. 109-282. HCA's Attachment 4: Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Contract and must be completed and returned along with the Contract.

## **27. FUNDING AVAILABILITY**

HCA's ability to make payments is contingent on funding availability. 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, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

## **28. TERMINATION**

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

## **29. 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 fifteen (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.

## **30. WAIVER**

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will 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.

**31. 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 will be deemed to exist or to bind any of the parties hereto.

**32. SURVIVORSHIP**

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

**Attachments**

Attachment 1: Confidential Information Security Requirements

Attachment 2: Federal Compliance, Certifications and Assurances

Attachment 3: Federal Award Identification for Subrecipients

Attachment 4: Federal Funding Accountability and Transparency Act Data Collection Form

**Schedules**

Schedule A: Statement of Work (SOW) Medicaid Administrative Claiming (MAC) Services



## Attachment 1

### Confidential Information Security Requirements

#### 1. Definitions

In addition to the definitions set out in Section 1, *Definitions*, of this Contract for Medicaid Administrative Claiming (MAC) Services, the definitions below apply to this attachment.

- a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
  - i. Passwords for external authentication must be a minimum of ten (10) characters long.
  - ii. Passwords for internal authentication must be a minimum of eight (8) characters long.
  - iii. Passwords used for system service or service accounts must be a minimum of twenty (20) characters long.
- b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State

Governmental Network (SGN) is a Trusted System for communications within that Network.

- g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

## **2. Confidential Information Transmitting**

- a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

## **3. Protection of Confidential Information**

The Contractor agrees to store Confidential Information as described:

- a. Data at Rest:
  - i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
  - ii. Data stored on Portable/Removable Media or Devices:
    - Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
    - HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
      - 1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
  3. Keeping devices in locked storage when not in use;
  4. Using check-in/check-out procedures when devices are shared;
  5. Maintain an inventory of devices; and
  6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

#### **4. Confidential Information Segregation**

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

- a. The HCA Confidential Information must be kept in one of the following ways:
  - i. On media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
  - ii. In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
  - iii. In a database that will contain only HCA Data; or
  - iv. Within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
  - v. When stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

## **5. Confidential Information Shared with Subcontractors**

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

## **6. Confidential Information Disposition**

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

- a. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, *Protection of Confidential Information*. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

## Attachment 2

### Federal Compliance, Certifications, and Assurances

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Jon Brogger**.
- a. **Source of Funds *Medical Assistance Program***: This Contract is being funded partially or in full through Cooperative Contract number **21-05WA5ADM**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.778** in the amount of ***no maximum, reimbursement based*** on percentages. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K4664**.
  - b. **Period of Availability of Funds *Medical Assistance Program***: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **21-05WA5ADM** unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
  - c. **Single Audit Act**: Contractor or Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Contractor or Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
  - d. **Modifications**: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
    1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
      - i. Deviations from the budget and Project plan.
      - ii. Change in scope or objective of the Contract.
      - iii. Change in a key person specified in the Contract.
      - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
      - v. Need for additional funding.
      - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
      - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
    2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
  - e. **Sub-Contracting**: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
  - f. **Condition for Receipt of Health Care Authority Funds**: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
  - g. **Unallowable Costs**: The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.

- h. **Supplanting Compliance: SABG:** If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).
- i. **Citizenship/Alien Verification/Determination:** The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- j. **Federal Compliance:** The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- k. **Civil Rights and Non-Discrimination Obligations:** During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

#### **HCA Federal Compliance Contact Information**

Federal Grants and Budget Specialist Health Care Policy

Washington State Health Care Authority

Post Office Box 42710

Olympia, Washington 98504-2710

- II. **CIRCULARS ‘COMPLIANCE MATRIX’** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Whatcom County Health Department**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

	<b>OMB CIRCULAR</b>		
<b>ENTITY TYPE</b>	<b>ADMINISTRATIVE REQUIREMENTS</b>	<b>COST PRINCIPLES</b>	<b>AUDIT REQUIREMENTS</b>
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

- a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
    - i. The dangers of drug abuse in the workplace;
    - ii. The contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
  3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—

- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

**Legal Services Manager**  
 WA State Health Care Authority  
 PO Box 42700  
 Olympia, WA 98504-2700

- c. **CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.



- e. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

**The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.**

f. **CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, 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 Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

**CONTRACTOR SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

### Attachment 3

#### Federal Award Identification for Subrecipients (reference 2 CFR 200.331)

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Whatcom County Health Department
(ii) Subrecipient's Data Universal Numbering System (DUNS®) unique entity identifier	
(iii) Federal Award Identification Number (FAIN);	21-05WA5ADM
(iv) Federal Award Date (see §200.39 Federal award date);	10/01/2020
(v) Subaward Period of Performance Start and End Date;	01/01/2021 – 12/31/2021
(vi) Amount of Federal Funds Obligated by this action;	No Maximum – Reimbursement based on percentages.
(vii) Total Amount of Federal Funds Obligated to the Subrecipient;	No Maximum – Reimbursement based on percentages.
(viii) Total Amount of the initial Federal Award;	\$2,622,877,000.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official	CMS WA State Health Care Authority Jon Brogger, HCA Contract Manager 626 8th Ave SE; Olympia, WA 98504-5330 jon.brogger@hca.wa.gov
(xi) Catalog of Federal Domestic Assistance (CFDA) Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.778 Medical Assistance Program
(xii) Identification of whether the award is Research & Development; and	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(xiii) Indirect Cost Rate for the Federal award, including if the de minimis rate is charged per §200.414 Indirect (Facilities & Administrative) costs.	

## Attachment 4

### Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

Required Information about your organization and this contract will be made available on USASpending.gov by HCA as required by P.L. 109-282. As a tool to provide the information, HCA encourages registration with the Central Contractor Registry (CCR) because less data entry and re-entry is required by both HCA and your organization. You may register with CCR on-line at <https://www.uscontractorregistration.com/>.

#### CONTRACTOR

Legal Name	DUNS Number												
Principle Place of Performance	Congressional District												
3b. City	State												
3d. Zip+4	Country												
Are you registered in CCR ( <a href="https://www.uscontractorregistration.com/">https://www.uscontractorregistration.com/</a> )? <input type="checkbox"/> YES (skip to page 2. Sign, date and return) <input type="checkbox"/> NO													
<p>In the preceding fiscal year did your organization:</p> <p>Receive 80% or more of annual gross revenue from procurement federal contracts, Subcontracts, grants, loans, sub-grants, and/or cooperative agreements; <b>and</b></p> <p>\$25,000,000 or more in annual gross revenues from federal procurement contracts, Subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></p> <p>The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330</p> <p><input type="checkbox"/> NO (skip the remainder of this section - Sign, date and return)</p> <p><input type="checkbox"/> YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Name Of Official</th> <th style="width: 40%;">Total Compensation</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> <tr><td>5.</td><td></td></tr> </tbody> </table> <p><b>Note:</b> "Total compensation" means the cash and noncash dollar value earned by the executive during the sub-recipient's past fiscal year of the following (for more information see 17 CFR 229.402 (c) (2))</p>		Name Of Official	Total Compensation	1.		2.		3.		4.		5.	
Name Of Official	Total Compensation												
1.													
2.													
3.													
4.													
5.													

Signature of Contractor Authorized Representative	Date
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By signing this document, the Contractor Authorized Representative attests to the information.

*HCA will not endorse the Contractor’s sub-award until this form is completed and returned.*

**FOR HEALTH CARE AUTHORITY USE ONLY**

HCA Contract Number: <b>K</b>
Sub-award Project Description (see instructions and examples below)

**Instructions for Sub-award Project Description:**

In the first line of the description provide a title for the sub-award that captures the main purpose of the Subrecipients work. Then, indicate the name of the Subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

**Example of a Sub-award Project Description:**

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.

## **Schedule A**

### **Statement of Work**

The purpose of this Agreement is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction. These activities assist residents who have no or inadequate medical coverage, and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This Agreement provides a process for partially reimbursing the Contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

The Contractor must provide staff and perform all activities necessary to do the work outlined in this Agreement.

#### **1. Contractor Responsibilities**

The Contractor is responsible for monitoring its MAC program to ensure compliance with all applicable laws, regulations and guidelines specific to the MAC program as described in this Agreement and comply with all roles, responsibilities, limitations, restrictions, and documentation requirements described in the CAP, Manual, associated federal and state regulations, and this Agreement. Only expenses that are reasonable and allowable, are permitted for reimbursement. HCA expects the MAC program to be managed similarly to other federal awards and expects the RMTS and Fiscal coordinators to report to, or work closely, with an administrator assigned oversight authority of the LHJ.

The Contractor must:

- 1.1. Provide the necessary staff to perform the allowable MAC activities described in the Cost Allocation Plan (CAP), and perform the work necessary to ensure all applicable laws, regulations and guidelines specific to the MAC program and this Agreement are in compliance including but not limited to:
  - 1.1.1. Code of Federal Regulation (CFR) Title 42 and Title 45;
  - 1.1.2. 1903(w)(6)(A) of the Social Security Act;
  - 1.1.3. Medicaid School-Based Administrative Claiming Guide May 2003;
  - 1.1.4. Revised Code of Washington (RCW);
  - 1.1.5. The LHJ MAC Coordinator Manual;
  - 1.1.6. HCA-approved MAC training documents;
  - 1.1.7. 2 CFR 225 Cost Principles for State, Local, and Indian Tribal Governments;
  - 1.1.8. OMB Compliance Supplements;

- 1.1.9. Washington State Medicaid Plan; and
- 1.1.10. Secretary of State (SOS) records retention schedule.
- 1.2. Maintain documentation to support each administrative claim submitted to HCA for reimbursement as required by federal, state, HCA and CMS Regulations, the CAP, the Manual and this Agreement. The documentation must be sufficiently detailed in order to determine whether the activities are necessary for the proper and efficient administration of the Medicaid State Plan and support the appropriateness of the administrative claim.

The Contractor must:

- 1.2.1.1. Maintain all documentation related to staff participation in the RMTS according to section 1902(a)(4) of the Act and 42 CFR § 431.17; see also 45 CFR § 74.53 and 42 CFR § 433.32(a) (requiring source documentation to support accounting records) and 45 CFR § 74.20 and 42 CFR § 433.32(b and c) (retention period for records) and as described in the Medicaid School-Based Administrative Claiming Guide May 2003;
- 1.2.1.2. Maintain all documentation related to MAC claiming, according to section 1902(a)(4) of the Act and 42 CFR § 431.17; see also 45 CFR § 74.53 and 42 CFR § 433.32(a) (requiring source documentation to support accounting records) and 45 CFR § 74.20 and 42 CFR § 433.32(b and c) (retention period for records) and as described in Medicaid School-Based Administrative Claiming Guide May 2003;
- 1.2.1.3. Comply with the SOS records retention schedule;
- 1.2.1.4. Assure all documentation is immediately accessible and available, must be in a useful and readable format, and must be stored electronically within the System at every opportunity as determined by HCA;
- 1.2.1.5. Provide any and all information and documentation requested by HCA within thirty (30) business days, or within a written, mutually agreed upon time frame; and
- 1.2.1.6. Submit any Audit related to its MAC program to HCA within thirty (30) business days of receipt of the final report. This includes but is not limited to SAO Audits, OMB Circular Compliance Supplement Audits, Federal Reviews or Federal Audits. The contractor must provide to HCA, any corrective action related to MAC findings and questioned costs within thirty (30) business days of submission.
- 1.3. Abide by all roles, responsibilities, limitations, restrictions, and documentation requirements including but not limited to those described in the CAP, the Manual, and this Agreement.

- 1.4. Only include staff in the claimed reimbursement (through the RMTS or direct charge method) who are eligible to participate. The Contractor is prohibited from including any staff in the RMTS or the claimed reimbursement unless their job positions comply with the criteria described in the CAP, the Manual, and this Agreement.

Staff who may be eligible to be included in the RMTS or claimed reimbursement must:

- 1.4.1. Not be included in another MAC time study or reimbursement claim;
- 1.4.2. Be directly employed or contracted by the LHJ, or an HCA approved Subcontractor;
- 1.4.3. Be reasonably expected to perform MAC related activities;
- 1.4.4. Have all federal dollars appropriately off-set according to the CAP and Manual;
- 1.4.5. Not be included in the calculation of an indirect cost rate that is used to calculate FFP reimbursement;
- 1.4.6. Not include any Federally Qualified Health Clinic (FQHC) staff (or expenses) whose costs are included in the FQHC cost report; and
- 1.4.7. Be job positions that fit within these job categories: nurses, other medical professionals, other professional classifications, community outreach and linkage classifications, manager/supervisor/administrator classifications, or administrative support classifications as described in the CAP and Manual.
- 1.5. Designate staff for an RMTS Coordinator and a Fiscal Coordinator to be responsible for daily oversight and management of the Contractor's MAC program.
  - 1.5.1. The RMTS and Fiscal Coordinator roles may be assumed by one individual if desired.
  - 1.5.2. The Contractor must submit contact information to the HCA Contract Manager for each coordinator, including their assigned role, name, telephone number, fax number, email, and address prior to participation in the MAC program, within seven (7) calendar days of the change.
  - 1.5.3. The Contractor must ensure the Coordinators accurately perform all responsibilities listed in the CAP, the Manual, and this Agreement. Including but not limited to the following:
    - 1.5.3.1. The Coordinators must participate in the monthly statewide coordinator conference calls;
    - 1.5.3.2. The Coordinators must participate in any scheduled RMTS consortium conference calls; and
    - 1.5.3.3. The Coordinators must ensure federal, state, and HCA MAC policies are implemented.
- 1.6. Certify all data entered into the System is true and accurate, and based on actual expenditures incurred during the period of performance of the invoice. This certification



must be maintained within the System. This includes, but is not limited to: calendaring, Staff/Participant lists, salary and benefits, direct charges or other claimed costs, indirect rate, MER, and any other data used to generate a claim to HCA for reimbursement.

- 1.7. Verify all data that is determined necessary to be stored electronically within the System or other associated websites, or databases as described in the CAP, Manual and this Agreement is physically entered and stored according to the SOS Retention Schedule. This data includes, but is not limited to: calendaring, Staff/Participant lists, salary and benefits, direct charges or other claimed costs, indirect rate, MER, and any other data used to generate a claim to HCA for reimbursement.
- 1.8. Prepare an annual MER proposal to include the MER calculation and formula, the data sources used to determine the MER, the data collection process, the Contractor's monitoring process to ensure accuracy of the MER and any other relevant information.
  - 1.8.1. The proposal must be submitted to HCA no later than December first of each year.
  - 1.8.2. The proposal must be updated and re-submitted if the data source or collection, calculations, or monitoring changes thirty (30) business days prior to the change.
- 1.9. Submit a quarterly CPE certification identifying the revenue account codes as found in the BARS manual with each invoice validating the accuracy of the CPE.
- 1.10. Submit an annual certificate of indirect costs that certifies the accuracy of indirect cost rate proposal submitted to their Cognizant Agency each January.
- 1.11. Certify the accuracy of all data used to determine a quarterly MAC reimbursement by signing the A19 by an Authorized Representative. This certification extends to all RMTS data, MER data and financial data.
- 1.12. Complete a one hundred percent (100%) code review of all RMTS moments to ensure the code and narrative correlate, within forty five (45) calendar days after the end of the quarter.
- 1.13. Finalize and certify the accuracy of the 10% quality assurance review no more than 10 (ten) calendar days after the 10% review is received.
- 1.14. Monitor the RMTS non response rate, identify and take corrective action to resolve any deficiencies in staff responses.
 

Corrective action must:

  - 1.14.1. Be implemented within ten (10) business days; and
  - 1.14.2. Be documented and available to HCA upon request.
- 1.15. Use a System that is statistically valid and in compliance with all state, and federal laws and Regulations whether through a third-party or other means as stated in the CAP.
- 1.16. Not participate in a time study or claiming process for the HCA MAC program with any entity that does not have an executed agreement with HCA.

- 1.17. Not participate in an RMTS consortium without prior written approval from HCA and express, written approval of the Consortia organization and membership.
  - 1.17.1. If identified as a Lead Agency for the RMTS Consortium, the Contractor must perform the Lead Agency duties described in the CAP and Manual and participate in the current statewide LHJ Steering Committee.
- 1.18. Ensure all interpreter staff have been tested and certified by Washington State Department of Social and Health Services (DSHS) as defined by DSHS. The Contractor is prohibited from claiming the enhanced seventy five percent (75%) rate for any interpretation activities unless:
  - 1.18.1. The staff has been certified by DSHS;
  - 1.18.2. The MAC activities performed are part of the staff's assigned job duties; and
  - 1.18.3. The allowable MAC activity was performed on behalf of children under twenty one (21).
- 1.19. Ensure all Coordinators and Participants have completed and have certified their understanding of the training prior to participating in the MAC program, and annually thereafter. The contractor is prohibited from allowing any staff to participate in the program unless they have completed and have certified their understanding of the training.

The Contractor must:

  - 1.19.1. Ensure all Coordinators receive HCA approved training prior to participation;
  - 1.19.2. is prohibited from using any training materials without express, written approval from HCA;
  - 1.19.3. Ensure all Participants certify completion of the online training before performing any duties within the System or participating in the RMTS;
  - 1.19.4. Ensure all Participants fully understand each Activity Code and how to answer moments according to what activity they are doing exactly at the sampled moment;
  - 1.19.5. Train all Participants to maintain proper documentation for MAC related activities;
  - 1.19.6. Only use training materials that have been approved in writing by HCA; and
  - 1.19.7. Track the completion and certification of training within the System, and must be available upon request by HCA.
- 1.20. Comply with all HCA revisions and RMTS/claiming requirements as described in the Manual.
- 1.21. Only use the Activity Codes (or their successor) in the Manual as approved by HCA, for participation in MAC and are responsible for ensuring all Participating Staff understand each code.

## 2. Documentation and Forms

- 2.1. Contractor must use all forms and documentation as outlined in this Contract and within the Manual, including but not limited to the following:
  - 2.1.1. Utilize the RMTS System for the time study and claims calculation;
  - 2.1.2. Utilize the current State of Washington A19-1A Invoice Voucher (A19) produced by the System for submitting quarterly A19s to HCA;
  - 2.1.3. Provide, maintain, and have available all supporting documentation for the time study and claiming in a readable and usable format as required in this Contract and Manual; and
  - 2.1.4. Create and maintain quarterly documents reconciling all costs claimed for each A19.
- 2.2. Submit all Audit reports within thirty (30) calendar days of issuance to HCA including, but not limited to State Auditor Office (SAO) Audits, OMB Circular A-133 Single Audit Guidance, Federal Reviews, or Federal Audits.
  - 2.2.1. Submit to HCA any corrective action related to MAC findings and questioned costs within thirty (30) calendar days of submission.

### 2.3. Maintenance of Records

During the term of any contract and for six (6) years following the termination or expiration of the Contract, the parties must maintain records sufficient to:

- 2.3.1. Document performance of all acts required by any Contract and applicable statutes, Regulations, and rules;
- 2.3.2. Substantiate the Contractor's statement of its organization's structure, tax status, administrative capabilities, and performance;
- 2.3.3. Demonstrate accounting procedures, practices, and records which sufficiently and properly document all invoices, expenditures, and payments;
- 2.3.4. Maintain all documentation related to MAC claiming and staff participation in the RMTS according to section 1902(a) (4) of the Act and 42 CFR 431.17. See also 45 CFR 74.53 and 42 CFR 433.32(a), requiring source documentation to support accounting records, and 45 CFR 74.20 and 42 CFR 433.32(b) and (c), retention period for records, and as described in the Medicaid School-Based Administrative Claiming Guide; and
- 2.3.5. Provide any and all information and documentation as requested by HCA, state and/or federal Auditors and reviewers in a readable and usable format.

### **3. Billing and Claiming**

The Contractor must submit invoices for reimbursement to HCA for review and approval within one hundred twenty (120) calendar days following the end of each Billing Quarter. Upon approval, the Contractor must submit a signed A19-1A invoice voucher within thirty (30) calendar days.

- 3.1. Invoices submitted after one hundred twenty (120) calendar days following the end of the Billing Quarter may result in corrective action.
- 3.2. HCA will not offset negative balances against future A19s. The Contractor must immediately remit a check to HCA for any funds requiring repayment.
- 3.3. HCA is not a recovery agent and any overpayments that are at or beyond the one hundred eighty (180) calendar day mark will be turned over to the Office of Financial Recovery (OFR).
- 3.4. HCA will not seek reimbursement for any invoice received after the 23rd month of the two-year federal filing deadline.
  - 3.4.1. Contractor must not bill and HCA must not pay for Services performed under this Contract if the Contractor has charged or will charge another agency of the State of Washington or any other party for the same Services.

### **4. Calculating the FFP and Generating an Invoice**

The Contractor is responsible for ensuring all data (including all RMTS and financial data) used to calculate the amount of FFP submitted to HCA for reimbursement is accurate, based on actual expenses incurred during the period of performance, and complies with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement. The Contractor must certify the accuracy of all data used to calculate the amount of FFP by an Authorized Representative signing the A19-1A Invoice Voucher (A19). The Contractor must use a System that is statistically valid and in compliance with all state, and federal laws and Regulations whether through a third- party or other means as stated in the CAP to calculate the amount of FFP and generate a claim.

- 4.1. The Contractor must submit invoices to HCA for FFP on a quarterly basis.
- 4.2. All data used to calculate the FFP must be from the same period of service.
- 4.3. All data used to calculate the FFP must be the actual cost/expenditure and not approximated.
- 4.4. The FFP is determined by calculating the total adjusted costs, multiplying these costs by the adjusted RMTS results, and the applicable Medicaid Eligibility Rate (MER), adding any direct charges, and then applying the appropriate FFP rate.
- 4.5. The invoice must be generated within one hundred twenty (120) business days of the end of the quarter and generated based on following five components:
  - 4.5.1. Cost pool construction;
  - 4.5.2. Calculating allowable Medicaid administrative time via the System or direct charge method and documentation;

- 4.5.3. Calculation and application of the pertinent MER;
  - 4.5.4. Calculation and application of the indirect cost rate; and
  - 4.5.5. Application of the appropriate FFP rate.
- 4.6. Cost Pool Construction
- 4.6.1. The Contractor must comply with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement when constructing cost pools.
  - 4.6.2. The Contractor is prohibited from including any unallowable costs in any cost pool.
  - 4.6.3. The Contractor must include all costs used to calculate the FFP reimbursement to one of these six (6) cost pools:
    - 4.6.3.1. Cost Pool 1: MAC SPMP;
    - 4.6.3.2. Cost Pool 2: MAC Non-SPMP;
    - 4.6.3.3. Cost Pool 3a and 3b: Non-MAC;
    - 4.6.3.4. Cost Pool 4: MAC Direct Charge – enhanced;
    - 4.6.3.5. Cost Pool 5: MAC Direct Charge – non-enhanced; and
    - 4.6.3.6. Cost Pool 6: Allocated.
  - 4.6.4. Costs included in the calculation of an indirect cost rate are prohibited from being assigned to any of the six cost pools except by application of the indirect cost rate.
  - 4.6.5. All costs assigned to each cost pool must be allowable and comply with the descriptions in the CAP and Manual.
- 4.7. Calculating Allowable Medicaid Administrative Time
- The Contractor must:
- 4.7.1. Use only the RMTS or the Direct Charge method to calculate the percent of reimbursable time.
  - 4.7.2. Use the RMTS for all eligible staff who are not certified as a Single Cost Objective.
  - 4.7.3. Use the RMTS results produced by the System.
  - 4.7.4. Will not alter the RMTS results and will certify the accuracy of the data by signing the A19 by an authorized Contractor representative.

4.7.5. Use only the Direct Charge method for staff who are certified as a Single Cost Objective.

4.7.5.1. These staff are required to document their daily work activities in fifteen (15) minute increments.

4.7.5.1.1. Daily logs must be maintained according to the SOS record's retention schedule.

4.7.5.1.2. All daily logs must have a quarterly summary rolling up all time over the quarter.

4.7.5.2. These staff must complete a single cost objective certification quarterly using an HCA approved form.

4.7.5.3. Each single cost objective staff must be reported individually on the invoice.

4.7.5.4. The invoice must report the name, the actual amount of time spent performing allowable MAC activities, and total dollar amount claimed for reimbursement for each staff.

4.8. Direct Charge for Interpretation Service Contracts

The Contractor may only direct charge for a portion of the Interpretation Service contracts and only for allowable interpretation activities as described in this Agreement.

4.8.1. Services direct charged must be for interpretation activities identified as allowable activities within the Manual, the CAP, and this Agreement. The Contractor is prohibited from including any other portion of an Interpretation Services Contract in the calculation for FFP reimbursement.

4.8.2. Each interpretation activity must be documented to HCA's satisfaction, in fifteen (15) minute increments, using a patient encounter form that includes, at minimum, the following data elements:

4.8.2.1. Appointment time/duration;

4.8.2.2. Client Name/ID/transaction information;

4.8.2.3. Interpreter Agency;

4.8.2.4. Interpreter Name or Employee ID;

4.8.2.5. Language/communication type;

4.8.2.6. Requestor or nurse name; and

4.8.2.7. The forms must be maintained according to SOS Record's retention schedule.

- 4.8.3. The above data from all patient encounter forms, except Client Name/ID Information, must be transferred onto a single spreadsheet that is searchable and sortable must be available upon request. When requested, the data will be provided in a readable, usable, mutually agreed upon format.
- 4.8.4. The invoice must report a summary for each Interpretation Service contract including the names of the interpreting staff, the total amount of time spent performing allowable MAC activities, and total dollar amount claimed for reimbursement.
- 4.8.5. The Contractor is prohibited from altering the information on the patient encounter forms and certifies the accuracy of the data entered into the spreadsheet and the System by signing the A19 by an Authorized Representative.
- 4.9. Calculation and Application of the Pertinent MER
  - 4.9.1. All MERs must be calculated quarterly and match the methodology outlined in the contractor's annual MER proposal.
  - 4.9.2. All MERs must be based on the quarter claimed.
  - 4.9.3. All MAC activities that benefit the Contractors Clients directly and are performed within a program that identifies Clients may use a Client-based MER as described in the CAP and Manual.
  - 4.9.4. All MAC activities that benefit the Contractors Clients directly and are performed within a program that operates a primary care or specialty clinic may use a clinic-based MER as described in the CAP and Manual.
  - 4.9.5. All MAC activities that benefit a larger population in the geographical region served by the Contractor, or in programs that do not identify Clients or collect demographic data may use the modified county-wide MER.
  - 4.9.6. The Contractor is required to collect and maintain demographic data used to determine Medicaid enrollment for all Clients served within budget units whose costs are included in the FFP reimbursement. The Contractor is prohibited from including clients from any budget unit that is not allowable within the MAC program.
- 4.10. Demographic Data Requirements for the Client MER:
  - 4.10.1. All data related to Medicaid enrollment and the MER must be maintained according to the SOS records retention schedule.
  - 4.10.2. The information collected must be sufficiently detailed to determine Medicaid enrollment through HCA's ProviderOne System.
  - 4.10.3. The information must be entered in the Contractor's Client information System or data base.
  - 4.10.4. The Contractor must produce a single electronic list of all unduplicated Clients served over the quarter within thirty (30) business days of the end of the quarter.

- 4.10.5. The Contractor is prohibited from including the same Client more than once (duplicating) on the quarterly list.
- 4.10.6. The Contractor must submit the quarterly list to either their third party System operator or other System operator which calculates the Client-based and clinic-based MER.

#### 4.11. Calculation and Application of the Indirect Cost Rate

All indirect cost rates must be developed in accordance with all applicable regulations and guidelines including the 2 CFR Chapter I, Chapter II, part 200, et al (OMNI Circular).

The Contractor will ensure the following:

- 4.11.1. Have an indirect cost rate proposal approved by their Cognizant Agency;
- 4.11.2. Certify the accuracy of the indirect cost rate annually using HCA form 02-568 Certificate of Indirect Costs;
- 4.11.3. Verify all costs submitted to HCA for reimbursement are not duplicated through the indirect rate or any other mechanism; and
- 4.11.4. The Contractor is prohibited from requesting duplicate FFP for any cost.

#### 4.12. Application of the Appropriate FFP Rate

The Contractor is:

- 4.12.1. Permitted to claim seventy five percent (75%) enhanced FFP only for specific allowable MAC activities accurately reported to SPMP or Interpretation Activity Codes as described in the Manual;
- 4.12.2. Required to verify the accuracy of activities reported to Activity Codes 12b and 7d;
- 4.12.3. Prohibited from claiming seventy five percent (75%) FFP for any other activities.
- 4.12.4. Permitted to claim fifty percent (50%) for all other accurately reported MAC Activity Codes; and
- 4.12.5. Required to certify the accuracy of the FFP claimed for reimbursement by signing the A19.

#### 4.13. Certified Public Expenditures

The MAC invoice must document that there are adequate non-federal funds to support the costs of allowable MAC activities and be used as CPE.

The Contractor is:



- 4.13.1. Prohibited from using any source of funds that do not comply with federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement as CPE;
- 4.13.2. Required to certify all sources of funds used as for CPE are accurate, allowable, and in compliance with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement quarterly by completing a Certified Public Expenditure Local Match Certification quarterly and by signing the A19;
- 4.13.3. Required to use the Budgeting, Accounting and Reporting System (BARS manual) prescribed accounting and reporting for local governments to identify and document the revenue account codes for all local matching funds reported as CPE;
- 4.13.4. Required to ensure the source of all CPE funds are not federal tax money and are not used as a match for federal money (by the Contractor or any other agency);
- 4.13.5. Only permitted to use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended or services provided under this Agreement;
- 4.13.6. Required to have funds available for MAC activities and the funds must be within the Contractor's control and budget;
- 4.13.7. Prohibited from using provider-related donations or impermissible health care related tax source for CPE;
- 4.13.8. Prohibited from using any private donations or non-public funds as a source for CPE without authorization from CMS' Center for Medicaid and State Operations' National Institutional Reimbursement Team (NIRT);
- 4.13.9. Prohibited from requiring or allowing private non-profits to participate in the financing of the non-federal share of expenditures;
- 4.13.10. Prohibited from allowing non-governmental units to voluntarily provide, or be contractually required to provide, any portion of the non-federal share of the Medicaid expenditures;
- 4.13.11. Prohibited from using funds payable under this Agreement for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Agreement shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of a state or federal agency, or an officer or member of any state or federal legislative body or committee regarding the award, amendment, modification, extension, or renewal of a state or federal contract grant;
- 4.13.12. Required to expend the total computable cost to Subcontractors for performance of allowable MAC activities;
- 4.13.13. Prohibited from submitting a request for FFP reimbursement to HCA until they have actually incurred the total computable cost; and

- 4.13.14. Prohibited from requiring the Subcontractor to provide the non- federal share of the payment, or return any portion of the total computable cost to the Contractor.

#### 4.14. Revenue Offset

Federal or other unallowable funds that paid for MAC activities must be offset in the MAC invoice.

The Contractor is:

- 4.14.1. Prohibited from submitting a request for FFP reimbursement to HCA unless all funds are appropriately offset according to all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement;
- 4.14.2. Required to certify the accuracy of the funds that are offset and the accuracy of the requested FFP reimbursement by signing the A19;
- 4.14.3. Required to ensure there is no duplication in FFP reimbursement between programs or cost objectives;
- 4.14.4. Financially responsible for repayment of any duplicated funds;
- 4.14.5. Required to provide documentation that Coordinators have been trained and fully understands the scope of work and terms of each funding source; and
- 4.14.6. Required to perform an assessment to determine whether each cost objective contained within the MAC budget unit(s) has potential to overlap with MAC;
- 4.14.7. The Contractor is prohibited from using any source of funds contained within the MAC budget unit until they have been assessed and determined appropriate;
- 4.14.8. The Contractor must complete the assessment as frequently as necessary to ensure proper allocation of cost, but at least annually and must be available upon request.
- 4.14.9. If the assessment determines any portion of the scope of work overlaps with MAC activities, the entire cost objective is deemed to overlap and is prohibited from being used as CPE; and
- 4.14.10. Required to identify costs that must be offset, and verify the remaining net costs are allowable for inclusion in the MAC program and eligible for FFP reimbursement.

## 5. Skilled Professional Medical Personnel (SPMP) Requirements

Contractor staff who have completed a two-or-more-year program leading to an academic degree or certificate in a medically related profession, demonstrated by possession of a medical license, certificate or other document issued by a recognized National or State medical licensure or certifying organization, or a degree in a medical field issued by a college or university certified by a professional medical organization are eligible for a seventy five percent (75%) enhanced

reimbursement for specific MAC activities. Years of experience in the administration, direction, or implementation of the Medicaid program is not considered the equivalent of professional training in a field of medical care. The Contractor is permitted to perform SPMP activities as directed by HCA's Chief Medical Officer (CMO) to assist in achieving HCA's goals and administering the Medicaid State Plan.

The Contractor must:

- 5.1. Monitor and ensure that FFP reimbursement for SPMP activities are in compliance with all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement. Federal requirements include 42 CFR § 432.2, 432.45, 432.50, and 433.15.
- 5.2. Have all forms and documents supporting the designation of an SPMP entered into the System and retained according to the SOS record's retention schedule.
- 5.3. Not, and is prohibited from, requesting seventy five percent (75%) enhanced reimbursement for:
  - 5.3.1. Any staff who are not certified as an SPMP, as stated above;
  - 5.3.2. Any staff whose position descriptions do not require certified SPMP duties or responsibilities;
  - 5.3.3. Any staff who are not directly employed by the Contractor;
  - 5.3.4. Medical assistance expenditures;
  - 5.3.5. Any SPMP activities that are not directed by HCA's CMO and explicitly described in this Agreement (All other allowable MAC activities performed by an SPMP are eligible for 50% FFP); and
  - 5.3.6. Any activities that are not directly related to the administration of the State Medicaid plan.
- 5.4. Contribute to a quarterly SPMP report as needed by HCA and/or WSALPHO. Provide details and additional information needed for the report as requested by HCA and/or WSALPHO, within a mutually agreed upon time frame.
- 5.5. Participate in program planning and policy development meetings as requested by HCA.
  - 5.5.1. The meetings will include discussions related to, but not limited to, reviewing the SPMP reports and related topics or the effectiveness of the activities performed in support of HCA's goals and the Medicaid State Plan.
- 5.6. Comply with any changes to the allowable SPMP activities as directed by the CMO.
  - 5.6.1. Failure to comply with CMO directives may result in termination of SPMP participation in the MAC program.
- 5.7. Monitor and ensure that all activities reimbursed at the seventy five percent (75%) enhanced FFP are in support of the Medicaid State Plan and fall within the categories

below. All other allowable MAC activities performed by an SPMP are eligible for fifty percent (50%) FFP.

5.8. Comply with any changes to allowable SPMP activities as directed by the CMO that may include, but is not limited to the following:

- 5.8.1. Clinical consultation with medical providers regarding best practices and adequacy of medical care covered by Medicaid. Includes, but is not limited to the following areas:
  - 5.8.1.1. Pediatric immunization issues;
  - 5.8.1.2. Access to Baby and Child Dentistry (ABCD) Emerging treatment/therapies for high risk populations;
  - 5.8.1.3. Coordination of Medicaid-covered medical services for medically at-risk populations;
  - 5.8.1.4. Medically fragile children;
  - 5.8.1.5. High risk pregnant women;
  - 5.8.1.6. Homeless individuals; and
  - 5.8.1.7. Individuals with multiple medical conditions.
- 5.8.2. Case staffing on the medical aspects of cases requiring Medicaid-covered services including:
  - 5.8.2.1. Medically involved children in foster care;
  - 5.8.2.2. High risk pregnant women; and
  - 5.8.2.3. Individual with communicable diseases requiring extraordinary/non-standard medical care.
- 5.8.3. Planning and coordination with local medical providers to facilitate earlier referrals and treatment for high-risk populations including but not limited to the following:
  - 5.8.3.1. Children in foster care;
  - 5.8.3.2. Homeless individuals; and
  - 5.8.3.3. Children with developmental delays or behavioral challenges.
- 5.8.4. Providing medical consultation to the state regarding the Medicaid state plan including the following:
  - 5.8.4.1. Consultation with medical providers to improve birth outcomes for Medicaid children; and

- 5.8.4.2. Consultation with school personnel to improve health outcomes for children exhibiting developmental delays or behavioral challenges due to medical condition, family stress, or other factors.
- 5.8.5. Pediatric immunizations including but not limited to:
  - 5.8.5.1. Clinical consultation with providers concerning strategies to improve rates for pediatric immunizations.
- 5.9. Corrective Action Plan
- 5.10. HCA will pursue a Corrective Action Plan if a Contractor fails to meet any MAC program requirements described in the Cost Allocation Plan, Manual, this Agreement, or as determined by HCA. HCA will require a Corrective Action Plan if the Contractor fails to address or correct any problems sufficiently and in a timely manner, as determined by HCA.
  - 5.10.1. In the event HCA determines that the Contractor has failed to comply with the terms and conditions of this Contract, HCA will notify the Contractor in writing of the need to take corrective action.
  - 5.10.2. The Contractor must develop and submit a Corrective Action Plan to HCA for approval within thirty (30) calendar days of HCA's notification.
    - 5.10.2.1. If corrective action is not taken within the time period agreed to by both parties in writing, the Contract may be terminated per Section 29, *Termination for Cause*.
  - 5.10.3. If the Contractor fails to meet the requirements outlined in the Corrective Action Plan, HCA may impose remedial actions including, but not limited to:
    - 5.10.3.1. Conducting more frequent reviews;
    - 5.10.3.2. Delaying or denying payment of MAC claims;
    - 5.10.3.3. Recouping of funds; or
    - 5.10.3.4. Terminating the Contract.
  - 5.10.4. Other Contractor actions that may result in HCA remedial actions include, but are not limited to:
    - 5.10.4.1. Repeated and/or uncorrected errors in financial reporting;
    - 5.10.4.2. Failure to maintain adequate documentation;
    - 5.10.4.3. Failure to cooperate with state or federal staff;
    - 5.10.4.4. Failure to provide accurate and timely information to state or federal staff as required;

5.10.4.5. Failure to meet time study minimum response rates;

5.10.4.6. Failure to meet statistical validity requirements; and

5.10.4.7. Failure to comply with the terms and conditions of this Agreement.

## **6. Minimum Response Rate and Non-Responses**

Non-responses are moments not completed by Participant within five (5) business days, with the exception of expired moments where the Participant was on paid or unpaid leave. The return rate of valid responses for the RMTS must be a minimum of eighty five percent (85%). The following remedial action is required of the Contractor if the RMTS response rate drops below eighty five percent (85%).

6.1. Non-response rates greater than fifteen percent (15%):

6.1.1. HCA may send written notification to the Contractor requesting a Corrective Action Plan to ensure a minimum eighty five percent (85%) compliance rate for the RMTS is achieved in subsequent quarters.

6.1.2. The Contractor must develop and submit the plan to HCA for approval within thirty (30) business days of HCA's notification.

6.1.3. Failure to provide a timely Corrective Action Plan within thirty (30) business days may result in the Contractor being prohibited from participation in MAC for the following quarter or Contract termination; and

6.1.4. An eighty five percent (85%) compliance rate for the RMTS must be met in the following quarter.

6.2. Non-response rates greater than fifteen percent (15%) for two (2) consecutive quarters:

6.2.1. HCA may reduce reimbursement by thirty five percent (35%) for the second consecutive quarter.

6.2.2. The Contractor will be notified via Certified Mail of the reduced reimbursement; and

6.2.3. Eighty five percent (85%) compliance rate for the RMTS must be met in the following quarter.

6.3. Non-response rates greater than fifteen percent (15%) for three (3) consecutive quarters:

6.3.1. HCA may deny all reimbursement for the third consecutive quarter;

6.3.2. The Contractor may be prohibited from participating in MAC for the following quarter, which is the fourth consecutive quarter;

6.3.3. The Contractor will be notified via certified mail of the denied reimbursement for the third (3<sup>rd</sup>) consecutive quarter and prohibited participation in the MAC program;

6.3.4. The Contractor may not claim any denied or withheld reimbursement;

- 6.3.5. The Contractor may resume participation in the MAC program following the prohibited quarter (5<sup>th</sup> consecutive quarter); and
- 6.3.6. The Contract may be terminated if the eighty-five percent (85%) compliance rate is not met after the Contractor resumes claiming.

## **7. Administrative Fee**

HCA charges MAC contractors an Administrative Fee to offset HCA's costs for the administration of the MAC program. The rate is based on the costs associated with the staff effort spent on MAC related work for an entire State Fiscal Year (SFY) and is billed as a line item on the quarterly claim form A-19-1A submitted by the MAC contractor. This cost is divided by the dollar amount of administrative claims submitted by the participating contractors in the MAC program for the same SFY. The calculated rate is used on the claims for the subsequent SFY. At the end of the period, the rate used will be validated using the actual claimed expenditures for that period and any variances will be settled with the contractor during the second quarter of the new SFY.

## **8. HCA Responsibilities**

Health Care Authority is responsible for performing oversight of the Contractor's MAC program to ensure the effective administration of the MAC program and complying with all roles, responsibilities, limitations, restrictions, and documentation requirements described in the CAP, Manual, and this Agreement.

Including but not limited to the following:

- 8.1. Maintain oversight of the Contractor's MAC program and monitoring activities including review of all components of the time study, claiming, training, or anything MAC related.
- 8.2. Direct the MAC activities reimbursable at the enhanced seventy five percent (75%) rate for all Skilled Professional Medical Personnel (SPMP) participating in the Contractor's MAC program.
- 8.3. Review the Contractor's monitoring activities to ensure monitoring is occurring and any identified issues are addressed as deemed appropriate by HCA.

This will include but is not limited to the following:

- 8.3.1. Review of time study responses;
- 8.3.2. Accuracy of coding;
- 8.3.3. Appropriateness of code changes; Sufficiency of backup documentation; and
- 8.3.4. Non-response rates.
- 8.4. Verify the Contractor has entered all necessary data into the System and verify all data entered was certified by the Contractor as accurate.
- 8.5. Review all claimed costs prior to issuing reimbursement to ensure they are allowable, reasonable, and are supported by documentation that is sufficiently detailed to permit

HCA, CMS, or others to determine whether the costs are necessary for the proper and efficient administration of the state plan. This includes but is not limited to; source documentation of staff costs, operating expenses, and subcontracted vendor costs.

- 8.6. Review the RMTS Consortia organization and membership, including the Lead Agency identified, annually and issuing an official notice of approval or denial.
- 8.7. Review all MAC related training materials prior to their use in the MAC program and issuing an official notice of approval or denial. This includes multimedia video, audio, digital, or other electronic sources, and paper based training materials.
- 8.8. Evaluate RMTS and claiming data prior to issuing quarterly reimbursements to ensure the RMTS results and claimed costs are appropriate according to all applicable laws, Regulations and guidelines specific to the MAC program. This evaluation will also be used to identify trends, best practices for the MAC program, quality assurance, training needs, areas in need of improvement, or other concerns related to the MAC program and HCA's oversight responsibilities.
- 8.9. Issue corrective action plans as necessary and determined by HCA's oversight capacity that includes but is not limited to, quarterly reviews of RMTS and claiming data, the Contractor's failure to be in compliance with all applicable laws, Regulations and guidelines specific to the MAC program and this Agreement, or other quality assurance needs.
- 8.10. Produce and update the CAP, Manual, Contracts, training materials, or other MAC related documentation as needed and make it available to the Contractor.





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-533

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<b>File ID:</b>	AB2020-533	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/09/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and SeaMar Community Health Services to provide operational support of the Whatcom County COVID-19 Temporary Housing Facility, in the amount of \$238,650

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** SeaMar Community Health Centers – COVID-19 Temporary Housing Facility

**DATE:** November 9, 2020

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

▪ **Background and Purpose**

During the COVID-19 pandemic, it is necessary for Whatcom County to implement actions that will mitigate the spread of the disease and provide basic services in support of public health for the community at large. In order to respond to people in need of isolation and quarantine who have no other option to accomplish this, a temporary housing facility has been opened. This contract provides funding for SeaMar to support the daily operations at the facility. SeaMar has the necessary experience to accomplish this effort based on their current work as the provider of the Whatcom Ground-level Response And Coordinated Engagement (GRACE) Program.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$238,650. 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) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019), as well as the Washington State Department of Commerce COVID Emergency Housing Grant. 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.



<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>		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:		Anne Deacon	
Contractor's / Agency Name:		SeaMar Community Health Centers	
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 / 21.019
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202006003 / 201801023 / 202003011
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost		134150 / 660430/
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Center:	122700
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):		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$ 238,650			
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This contract providing funding for operations at a temporary housing facility for people in need of isolation and quarantine due to COVID-19.			
Term of Contract:		10 Months	Expiration Date: 12/30/2020
Contract Routing:	1. Prepared by:	JT	Date: 10/21/2020
	2. Health Budget Approval:	KR	Date: 10/22/2020
	3. Attorney signoff:	RB	Date: 10/23/2020
	4. AS Finance reviewed:	M Caldwell	Date: 10/23/2020
	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:

Whatcom County Contract No.

**CONTRACT FOR SERVICES**  
**Between Whatcom County and SeaMar Community Health Centers**

SeaMar Community Health Centers, 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 10,  
Exhibit A (Scope of Work), pp. 11 to 12,  
Exhibit B (Compensation), p. 13,  
Exhibit C (Certificate of Insurance), p. 14,  
Exhibit D (Special Terms and Conditions of Commerce Grant), pp. 15 to 19,  
Exhibit E (Support Assistance Program), pp. 20 to 21.

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

The term of this Agreement shall commence on the 1<sup>st</sup> day of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30<sup>th</sup> day of December, 2020.

The general purpose or objective of this Agreement is to **provide operational support for the Whatcom County COVID-19 temporary housing facility** as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$238,650. 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:**

**SeaMar Community Health Centers**

\_\_\_\_\_  
Rogelio Riojas, President & CEO

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Rogelio Riojas, to me known to be the President & CEO of SeaMar Community Health Centers and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

**WHATCOM COUNTY:**  
**Recommended for Approval:**

\_\_\_\_\_  
Anne Deacon, Human Services Manager

Erika Lautenbach, Director Date

**Approved as to form:**

Royce Buckingham, Prosecuting Attorney

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF WHATCOM )

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

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

**CONTRACTOR INFORMATION:**

SeaMar Community Health Centers  
Rogelio Riojas, President & CEO  
1040 S Henderson Street  
Seattle, WA 98108

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

associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

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

37.2 Notice:

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

To: Whatcom County  
509 Girard St  
Bellingham, WA 98225  
Attention: Anne Deacon, Human Services Manager  
(360) 778-6054  
[ADeacon@co.whatcom.wa.us](mailto:ADeacon@co.whatcom.wa.us)

To: SeaMar Community Health Centers  
1040 S Henderson Street  
Seattle, WA 98108  
Attention: Jennifer Luna, Integrated and Collaborative Care Department Manager  
[JenniferLuna@seamarhch.org](mailto:JenniferLuna@seamarhch.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](http://WWW.SAM.GOV). Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify: Not Applicable

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

**40.1 Modifications:**

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

**40.2 Contractor Commitments, Warranties and Representations:**

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

**41.1 Severability:**

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

**41.2 Waiver:**

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

**42.1 Disputes:**

**a. General:**

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

**b. Notice of Potential Claims:**

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

**c. Detailed Claim:**

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

**d. Arbitration:**

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**

During the COVID-19 pandemic, it is necessary for Whatcom County to implement actions that will mitigate the spread of the disease and provide basic services in support of public health for the community at large. In order to respond to people in need of temporary housing to prevent the transmission of COVID-19, Whatcom County has opened a temporary housing facility (Facility), using a local motel. This Facility has up to 58 motel units available for this purpose. Guests will be referred for temporary housing at the Facility through a centralized and coordinated process which will be administered by the County.

Sea Mar currently operates the GRACE (Ground-level Response And Coordinated Engagement) program. GRACE program staff have demonstrated expertise in working with people who live in temporary housing and face life stressors. SeaMar also has demonstrated expertise in working with farmworker communities, who sometimes live in congregate housing. It is expected that people who utilize this Facility will require some on-site support to ensure their basic daily living needs are met. These needs include regular delivery of meals, sundry items, laundry exchange, and phone access for communication. The purpose of this contract is to provide support and consultation to the Lighthouse Mission Ministries (LMM) who will be providing the operational oversight of the Facility.

**II. Statement of Work**

Sea Mar will be responsible for providing support, guidance and technical assistance to the LMM. The LMM is responsible for the management of the daily operations of the temporary housing facility. The SeaMar Program staff will provide consultation and guidance to the Lighthouse Mission Ministries (LMM) supervisor. A written agreement between SeaMar and Lighthouse Mission Ministries will be developed to address this consultation arrangement and available for review by the County. LMM will employ staff to work on-site 24/7, who will be responsible for ongoing operations and provision of on-site services. SeaMar will notify the County about issues related to guests and on-site services as the need arises.

Sea Mar will also provide support to the LMM supervisor for coordination, as needed, of on-site services to include security, food service, and professional agencies providing services to resident guests, in order to promote a safe and secure housing environment. The GRACE Nurse Practitioner may also provide services to SeaMar patients or prospective patients, as appropriate and approved by SeaMar.

Services provided by Sea Mar staff will include, but are not limited to the following:

1. Provide technical assistance to the LMM Supervisor in facilitating coordination among the various agencies that provide services for/at this Facility;
2. Provide technical assistance as needed to the LMM Supervisor in coordination of housing entries and vacancies with relevant agencies and providers;
3. Provide technical assistance to the LMM Supervisor in coordinating with medical and care providers of guests to allow for on-site visits and/or communication between guests and their providers;
4. Support and provide consultation to assist in coordinating with referral sources and medical providers on timely exits of guests who no longer need temporary housing;

5. Provide technical assistance to the LMM Supervisor to problem-solve issues related to guest behaviors that are concerning, systems/services that are not fully-functional, public relations issues, health and safety issues, or other unforeseen concerns.
6. Manage and administer the "Support Assistance Program", outlined immediately below, and more fully described in Exhibit "E".
7. Manage and administer flex funds to support guests in sustaining their current housing in the Facility or for transition assistance upon exit from the Facility. The issuance of gift cards, motel stays, or other flex fund use will follow the County's flex fund policy, attached herein as Exhibit "E". A form is attached to this contract for use in documenting distribution of flex funds.

The County will provide funding and food items to SeaMar for distribution via commissary items and/or gift cards to grocery stores to be utilized as support assistance for guests. An amount of \$5/day may be 'earned' by each guest who demonstrates compliance with Facility rules. Guests may use this financial support assistance as credit for 'purchases' from the commissary, or for grocery store purchases if they are able to have items delivered to the Facility. At the time of exit from the Facility, any earned credit remaining may be provided to the exiting guest in the form of a grocery store gift card, with the total worth rounded up to the nearest ten dollars. SeaMar will work with the County to ensure that prices set for the commissary items are at a level that will serve as effective encouragement to comply with Facility rules. Modifications to this procedure can be accomplished through written agreement from the County as necessary to create the most effective support to guests.

The County will provide SeaMar staff with a manual of Policies and Procedures for general operations of this Facility. It is expected that all on-site staff will have access to these for reference in the course of their daily work. SeaMar is encouraged to work with the County on modifications to these Policies and Procedures as the need arises.



**EXHIBIT "B"**  
(COMPENSATION)

1. **Budget and Source of Funding:** Funding for this contract may not exceed \$238,650. 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) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). Funding is also provided by the Commerce COVID-19 Outbreak Emergency Housing Grant. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

<b>BUDGET</b>		
<b>Item – Costs between line items cannot exceed 10% without prior written approval from the County.</b>	<b>Documentation Required</b>	<b>Budget</b>
Salaries for personnel providing Facility Operational Support, Consultation, and Technical Assistance	Expanded GL report for the period	\$201,955
Support Assistance Program and Flex Funds	GL Detail or Credit Card statement and Receipts showing documentation to support dispersals	\$15,000
<b>Subtotal</b>		\$216,955
Indirect @ 10%		\$21,695
<b>TOTAL BUDGET:</b>		<b>\$238,650</b>

## **II. Invoicing**

1. The Contractor shall submit itemized invoices according to the dates provided in #2 below in a format approved by the County to [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
2. Invoices submitted for payment must include the items identified in the table above.
  - A. For expenses incurred during the months of March – September, **final invoices for payment must be submitted no later than November 15, 2020.**
  - B. For expenses incurred in the month of October, an invoice **must be received by November 21, 2020.**
  - C. For expenses incurred during the month of November, an invoice **must be received by December 21, 2020.**
  - D. For expenses incurred from December 1<sup>st</sup> to December 30<sup>th</sup>, **the final invoice for payment must be submitted no later than January 21, 2021.**
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:  
**I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

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

**“Exhibit D”**  
(Special Terms and Conditions for Commerce Local Government Coronavirus Relief  
Fund Grant – CFDA #21.016)

The funds allocated for services performed under this contract are federal CARES Act funding passed through the Washington State Department of Commerce. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. SeaMar is considered a subcontractor and a subrecipient of federal funds and is responsible for all applicable terms and conditions contained herein. Commerce and the State of Washington are not liable for claims or damages arising from the Contractor's performance of this subgrant.

**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. ACKNOWLEDGMENT OF FEDERAL FUNDS**

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.

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

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

**3. 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.

**4. 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.

## **5. 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.

## **6. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor 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 Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

## **7. 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. 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.

## **8. 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.

## **9. DEBARMENT**

- A.** Contractor, 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:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Contract, 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;
  - iii. 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
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C.** The Contractor agrees by signing this Contract 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 Contractor further agrees by signing this Contract 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**

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

- 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.

#### **10. 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.

#### **11. 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.

#### **12. INDEMNIFICATION**

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

#### **13. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

##### **United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime 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 II 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, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

#### **14. 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.

#### **15. 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.

#### **16. 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 maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**EXHIBIT "E"**  
(SUPPORT ASSISTANCE PROGRAM)

Guests at the Whatcom County COVID-19 Isolation and Quarantine Facility, No. 1 ("Facility") are eligible to receive recognition for their successful compliance with health directives for isolation and/or quarantine. Guests who demonstrate compliance will receive \$5 per day credit on their "account". Upon successful completion of the isolation or quarantine episode and formal discharge, the guest is eligible to receive their remaining credit in the form of a gift card to a local grocery store. The amount of the gift card will be the amount of their remaining credit dollars, rounded up to the nearest ten, as well as an additional \$10 for transition support.

The County will work with SeaMar to monitor the support assistance program and will modify earned credit limits if necessary, in order to optimize guests' compliance with infection-control behavior guidelines.

During the guest's stay at the Facility, s/he can use earned credit to "purchase" items from the commissary. These will include food snacks, drinks or possible other items for use and consumption during the guest's stay.

SeaMar will manage the support assistance program. The County will work with SeaMar to price commissary items at a rate that will serve as effective encouragement for the guest to remain compliant with infection-control behaviors.

Accounting for the program will include the following procedures:

1. SeaMar staff will maintain an up-to-date ledger, with de-identified Client ID, showing:
  - a. Each guest's earned credit per day;
  - b. Each guest's "purchase" against his/her credit;
  - c. Each guest's total credit balance;
  - d. Documentation of gift card issuance(s) and dollar amount of each;
  - e. Close out of each guest's "account".

**ADDITIONAL SUPPORT ASSISTANCE:**

Support Assistance may also be provided to guests who have immediate unmet needs, and/or who have successfully completed their stay and are ready for transition back to the community. Transition assistance must be reasonable and necessary to meet a guest's immediate needs for continued health stabilization and welfare. Allowable items for assistance include, but are not limited to:

1. Clothing
2. Transportation to include bus passes, taxi fares
3. Rental Assistance
4. Driver's licenses or Government issued ID
5. Medications
6. Other as pre-approved by County

Upon final closure of Facility operations, financial reconciliation will be completed by SeaMar, and a final invoice for reimbursement will be issued to the County. The attached form will be completed for these expenditures of Support Assistance.







# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-534

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<b>File ID:</b>	AB2020-534	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/09/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Sustainable Connections to support a marketing campaign aimed at stimulating and supporting economic health and recovery of small businesses in Whatcom County, in response to COVID-19, in the amount of \$160,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** Memo, Contract



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Sustainable Connections – COVID-Related Marketing Campaign  
**DATE:** November 9, 2020

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

▪ **Background and Purpose**

Whatcom County's Public Health Advisory Board (PHAB) convened the COVID Employer Support Task Force (ESTF) to provide tools, best practices, and guidance for bringing businesses back to work while maintaining and improving infection control and social distancing. Continued support of local economic and business development organizations is critical for the economic health and recovery of Whatcom County. This contract provides funding for Sustainable Connections to steer a multi-faceted local marketing campaign aimed at the resumption of activities and steps necessary to ensure a safe experience while supporting local businesses that have been affected by decreased customer demand as a result of the COVID-19 public health emergency.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$160,000. 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 Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). 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.



<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>		Whatcom County Contract No. _____	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Sustainable Connections	
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#: 21.019
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		201801023
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		660430
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		
Is this agreement excluded from E-Verify?		No <input type="checkbox"/> Yes <input 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 <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$ 160,000			
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This contract provides funding for marketing campaign and advertising efforts aimed at stimulating and supporting the economic health and recovery of small businesses in Whatcom County in response to the COVID public health emergency.			
Term of Contract:	2.5 Months		Expiration Date: 12/30/2020
Contract Routing:	1. Prepared by:	JT	Date: 10/12/2020
	2. Health Budget Approval:	KR/JG	Date: 11/03/20 / 11/05/20
	3. Attorney signoff:	RB	Date: 11/05/2020
	4. AS Finance reviewed:	M Caldwell	Date: 11/09/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		Date:
	7. Submitted to Exec.:		
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

**CONTRACT FOR SERVICES**  
**Between Whatcom County and Sustainable Connections**

**Sustainable Connections**, 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 10,  
Exhibit A (Scope of Work), pp. 11 to 12,  
Exhibit B (Compensation), p. 13,  
Exhibit C (Special Terms & Conditions for CARES Grant), p. 14 to 15.

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 14<sup>th</sup> day of October, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30<sup>th</sup> day of December, 2020.

The general purpose or objective of this Agreement is to **provide funding for a multi-faceted marketing campaign aimed at supporting economic recovery** 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:**

Sustainable Connections  
1701 Ellis Street #221  
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.

\_\_\_\_\_  
Derek Long, Executive Director

**Recommended for Approval:**

Date \_\_\_\_\_

**Approved as to form:**

Date \_\_\_\_\_

Accepted for Whatcom County:

Satpal Singh Sidhu, Whatcom County Executive

**CONTRACTOR INFORMATION:**

Derek Long, Executive Director

[derek1@sustainableconnections.org](mailto:derek1@sustainableconnections.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."

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

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

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not

be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

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

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

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

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

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: Kathleen Roy, Assistant Director  
(360) 778-6005  
[KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)

To [Party 2]: Sustainable Connections  
1701 Ellis Street, #221  
Bellingham, WA 98225  
Attn: Derek Long, Executive Director  
[derek1@sustainableconnections.org](mailto:derek1@sustainableconnections.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](http://www.uscis.gov)

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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**

In September, the Whatcom County Health Department was notified of additional federal CARES Act grant funding and a plan was developed to allocate funding to reinvigorate and support the local economy in response to the impacts of the COVID public health emergency. The plan, to include this marketing campaign, was presented to Council and received approval on October 12<sup>th</sup>, 2020. The purpose of this campaign is to publicize the resumption of activities and steps taken to ensure and promote a safe experience for consumers while supporting local businesses that have been economically impacted by decreased customer demand as a result of the COVID-19 public health emergency.

Support of local small businesses in reopening and rebuilding, while utilizing healthy and safe business practices to protect employees, customers, and clients from COVID-19, is critical for the ongoing economic health and recovery of Whatcom County. Sustainable Connections continues to work with other economic and business development organizations to support each other and the most economically devastated industries in Whatcom County, including hotels, restaurants and food service, and retail.

The campaign will include mixed-media efforts to publicize the resumption of safe shopping, dining, and travel activities in Whatcom County. Whatcom County anticipates such a targeted campaign will boost local sales among supportive customers in the community. The underlying message will promote the importance of shopping local, translating to an increase in sales and economic recovery of small, independent businesses and the retention of the authentic character of each cities downtown area, made up of shops, restaurants, and service businesses.

**II. Statement of Work**

Sustainable Connections will support local businesses in their efforts to mitigate the spread of COVID-19 by providing outreach expertise. Specifically, they will subcontract with Soulcraft Allstars to create a multi-faceted marketing campaign which encourages consumers to safely support local businesses during the winter months. This contract will provide funding for design, campaign development, and outreach and advertising/promotional products and materials.

- A. Soulcraft Allstars will develop a 'Storytelling' strategy to integrate campaign branding, messaging, and design. Deliverables will include:
  - 1. Campaign Video Anthem that will engage the target audience.
  - 2. Social Media Short Commercial Spots and a Photo Campaign to reach people through different sources.
  - 3. Wayfinding/Campaign-branded Signage Design to direct people towards local, small businesses and reinforce the brand.
  - 4. Storytelling website to provide more information.

5. Amplified distribution that partners with community-minded organizations to push campaign content across multiple networks.
- B. To encourage people to 'shop small', Sustainable Connections intends to promote the campaign through the Yiftee Community e-Gift Card Program. The Community e-Gift Card will link together participating merchants in a single community-branded card that works only at businesses that opt-in and provides multiple options to consumers rather than limiting their choices with a gift card that can only be used with a single merchant.

### **III. Reporting Requirements**

The Contractor will provide copies of printed materials, links to published materials, and other items, as requested, to demonstrate the work performed.



**EXHIBIT "B"**  
(COMPENSATION)

- I. Budget and Source of Funding:** Funding for this contract may not exceed \$160,000. 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 Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019).

Cost Description	Documents Required Each Invoice	Budget
Contractual Services	Subcontractor's invoices	\$125,000
Advertising Services (including Yiftee Program transaction fees <i>only</i> and other outreach and advertising products)	Copy of transaction dashboard for the invoice period; copies of paid invoices and receipts	\$35,000
<b>TOTAL</b>		<b>\$160,000</b>

The Contractor may transfer funds among line items exceeding 10% with prior County approval.

**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@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us). Monthly invoices must be submitted by the 15<sup>th</sup> of the month following the month of service **except final invoices which must be received by January 8, 2021**. 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**  
(Special Terms and Conditions for Emergency Preparedness & Response  
COVID-19 Local CARES Grant – CFDA 21.019)

The funds allocated for services performed under this contract are Washington State Department of Health funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements.

**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. "DOH" shall mean the Department of Health.
- C. "Contract" or "Agreement" means the entire written agreement between DOH 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. GUIDANCE TO FUNDING RECIPIENTS**

Guidance to recipients of funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") shall be reviewed at:

- <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
- <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

**3. 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.

**4. 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.

**5. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material

effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.

## **6. INDEMNIFICATION**

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

## **7. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

### **United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime 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 II 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, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

## **8. 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.

## **9. 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 maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment.

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.

## **10. 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.

## **11. 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.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-537

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<b>File ID:</b>	AB2020-537	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/09/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

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

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$35,000 for a total amended contract amount of \$308,500

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

See attachments

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract Amendment #1



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Opportunity Council – COVID-Related Support Services Contract Amendment #1  
**DATE:** November 9, 2020

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Attached is a contract amendment between Whatcom County and Opportunity Council 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 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 needs. The Opportunity Council has been adapting to operational changes necessary to observe COVID-19 risk mitigation measures while continuing efforts to access to resources and sustain housing stability for their clients. The purpose of this contract is to provide reimbursement of operating expenses that have been incurred to ensure COVID-19 risk mitigation measures are achievable. The purpose of this amendment is to increase funding by \$35,000 for additional reimbursable expenses including communications and technology, and PPE and sanitation supplies and equipment.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$308,500. 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, 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) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). These funds are included in the 2020 budget. Council approval is required as additional funding increases the approved budget by more than 10%.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202008023 – 1

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing	
Contract or Grant Administrator:		Ann Beck	
Contractor's / Agency Name:		Opportunity Council	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input 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 #:	202008023	
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 / 21.019
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202006003 / 201801023
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		134150 / 660430
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 for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$ 273,500			
This Amendment Amount:			
\$ 35,000			
Total Amended Amount:			
\$ 308,500			
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:	10 Months	Expiration Date:	12/30/2020
Contract Routing:	1. Prepared by:	JT	Date: 10/24/2020
	2. Health Budget Approval	KR / JG	Date: 11/03/2020 / 11/06/2020
	3. Attorney signoff:	RB	Date: 10/29/2020
	4. AS Finance reviewed:	M Caldwell	Date: 11/09/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:	JT	Date: 11/09/2020
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract Number:

202008023 – 1

## WHATCOM COUNTY CONTRACT AMENDMENT

**PARTIES:**

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

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

**AMENDMENT NUMBER: 1**

**CONTRACT PERIODS:**

Original: 03/01/2020 – 10/31/2020

Amendment #1: 03/01/2020 – 12/30/2020

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

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**DESCRIPTION OF AMENDMENT:**

1. Extend the term of the contract through 12/30/2020.
2. Amend Exhibit B – Compensation, to increase funding by \$35,000 for additional communications and technology, and PPE and sanitation supplies and equipment expenses; revised Exhibit B is attached.
3. Funding for the total contract period (03/01/2020 – 12/30/2020) is not to exceed \$308,500.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 03/01/2020.

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

---

APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

	Greg Winter, Executive Director	
Contractor Signature	Print Name and Title	Date

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FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
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**CONTRACTOR INFORMATION:**

**Opportunity Council**  
1111 Cornwall Avenue  
Bellingham, WA 98225  
360-734-5121  
[Greg.winter@oppco.org](mailto:Greg.winter@oppco.org)



**EXHIBIT “B” – Amendment #1  
COMPENSATION**

**I. Budget and Source of Funding:** Funding for this contract may not exceed \$308,500. 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) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). 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
<i>Social Service Delivery</i>		
Technology (to include software, subscriptions, supplies, devices)	GL Detail; copies of invoices or receipts	\$45,552
Retro-fitting of Client Service Center for COVID-19 compliance including drive-up/walk-up services window and staff workstations	GL Detail; copies of invoices or receipts	\$35,000
<i>Housing Programs</i>		
Janitorial Services	GL Detail	\$68,140
Private Security Services	GL Detail; copies of invoices	\$66,340
Personnel (salaries + benefits) – additional Residential Counselors at 22 North	GL Detail	\$3,714
Supplies (including PPE and sanitation supplies/equipment)	GL Detail; copies of invoices/receipts	\$89,754
<b>TOTAL</b>		<b>\$308,500</b>

**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@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us). **Final invoices must be received by January 8, 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: AB2020-539

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<b>File ID:</b>	AB2020-539	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/10/2020	<b>Entered by:</b>	SMock@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee				<b>Final Action:</b>
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

---

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 Sargent Engineers, Inc. to increase the original contract amount of \$45,000 by \$30,000 for a new amount not to exceed \$75,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This contract supplement will allow Public Works to utilize Sargent Engineers, Inc. for specific tasks related to structural analysis and design for bridge and ferry issues that may arise throughout 2021

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings**  
Director



**James P. Karcher, P.E.**  
*County Engineer*  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## Memorandum

**To:** The Honorable Satpal Singh Sidhu, Whatcom County Executive and the Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director

**From:** James P. Karcher, P.E., County Engineer *gpk*  
James E. Lee, P.E., Engineering Manager *EL*

**Date:** November 10, 2020

**Re:** **2021 On-Call Support for the Whatcom County Bridge Program  
Local Agency Standard Consultant Agreement Supplement No. 1 with Sargent Engineers, Inc.**

---

Enclosed for your review and signature are two (2) originals of the Local Agency Standard Consultant Agreement Supplement No. 1 between Whatcom County and Sargent Engineers, Inc.

### **Requested Action**

Public Works respectfully requests that the County Council authorize the County Executive to enter into Local Agency Standard Consultant Agreement Supplement No. 1 with Sargent Engineers, Inc. for professional structural engineering on-call support for the Whatcom County Bridge Program during 2021.

### **Background and Purpose**

Public Works is responsible for inspection, maintenance and repair of 162 County-owned bridges which includes the Lummi Island Ferry system terminal structures. This contract supplement will allow Public Works to utilize Sargent Engineers, Inc. for specific tasks related to structural analysis and design for bridge and ferry issues that may arise throughout 2021. Individual task orders will be issued for specific tasks.

### **Funding Amount and Source**

This supplement will increase this contract amount by \$30,000 for a new total of \$75,000. There is adequate budget authority in the proposed 2021-2022 budget to support this request. Should this budget authority not be included in the final approved budget no work under this supplement will be performed until budget authority is in place.

Please contact James Lee at extension 6264 should you have any questions or concerns regarding the terms of this agreement.



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works - Bridge & Hydraulic
Division/Program: (i.e. Dept. Division and Program)	9050/Road Engineering
Contract or Grant Administrator:	James E. Lee, P.E., Engineering Manager
Contractor's / Agency Name:	Sargent Engineers, 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 #: 201911029	
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 checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFQ#19-01 Contract Cost Center: 10855	
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 type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 45,000 This Amendment Amount: \$ 30,000 Total Amended Amount: \$ 75,000	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
Local Agency Standard Consultant Agreement Supplement No. 1 between Whatcom County and Sargent Engineers, Inc. to provide structural engineering support to the Whatcom County bridge program.	
Term of Contract: Not to Exceed	Expiration Date: 12-31-2021

Contract Routing:	1. Prepared by: JEL	Date: 10/30/2020
	2. Attorney signoff: Christopher Quinn	Date: 11/04/2020
	3. AS Finance reviewed: M Caldwell	Date: 11/04/2020
	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:



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number 1</b>		Organization and Address	
Original Agreement Number 201911029		Sargent Engineers 320 Ronlee Lane NW Olympia, WA 98502 Phone:	
Project Number On-Call		Execution Date December 4, 2019	Completion Date December 31, 2021
Project Title On-Call Support for the Whatcom County Bridge Program		New Maximum Amount Payable \$75,000	
Description of Work The Consultant, Sargent Engineers, Inc., shall provide structural analysis and design services in support of the Whatcom County Bridge Program on an on-call basis for 2021. Please see Exhibit A for detailed scope of work.			

The Local Agency of Whatcom County  
desires to supplement the agreement entered in to with Sargent Engineers, Inc.  
and executed on December 4, 2019 and identified as Agreement No. 201911029  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

**I**

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

Provide on-call structural analysis and design services to support the Whatcom County Bridge Program during 2021.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Contract completion date is extended to 12-31-2021.

**III**

Section V, PAYMENT, shall be amended as follows:

Payment shall be increased by \$30,000

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

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

By: Sargent Engineers, Inc. By: Whatcom County



Consultant Signature

Approving Authority Signature

Approved as to form:

Approved by CQ on 11/4/2020

Christopher Quinn Date  
Senior Civil Deputy Prosecuting Attorney

Date

## **Exhibit A - Scope of Work**

The Consultant, Sargent Engineering, Inc., shall provide structural analysis and design services related to the Whatcom County Bridge Program on an on-call basis. The County shall define the scope of the task, the nature of the products and deliverables, and the allowable expenses to be billed for that task in accordance with Exhibit D. Only those expenses specifically approved by the County in a task order shall be compensable under this agreement.

The County makes no express or implied guarantees as the minimum amount of expenditures that shall be requested and approved under this agreement.

**Actuals Not To Exceed (ANTE)  
Rates Table**

**Sargent Engineers, Inc.  
320 Ronlee Lane NW  
Olympia, WA 98502**

Job Classifications	Direct Labor Rate NTE	Overhead 200.00% NTE	Fixed Fee 30.00% NTE	All Inclusive Hourly Billing Rate NTE
<b>Principals</b>	\$65.00	\$130.00	\$19.50	\$214.50
<b>Senior Engineers</b>	\$60.00	\$120.00	\$18.00	\$198.00
<b>Senior Project Engineers</b>	\$60.00	\$120.00	\$18.00	\$198.00
<b>Project Engineers</b>	\$52.00	\$104.00	\$15.60	\$171.60
<b>Design Engineers</b>	\$44.00	\$88.00	\$13.20	\$145.20
<b>Engineering Technician</b>	\$36.00	\$72.00	\$10.80	\$118.80
<b>Engineering Intern</b>	\$29.00	\$58.00	\$8.70	\$95.70
<b>Drafter II</b>	\$35.00	\$70.00	\$10.50	\$115.50
<b>Business Manager</b>	\$49.00	\$98.00	\$14.70	\$161.70
<b>Business Associate</b>	\$34.00	\$68.00	\$10.20	\$112.20
<b>Clerical</b>	\$29.00	\$58.00	\$8.70	\$95.70

Exhibit D





**Washington State  
Department of Transportation**

Development Division  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

April 24, 2020

Sargent Engineers, Inc.  
320 Ronlee Lane NW  
Olympia, WA 98502

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Molly Cichosz:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 201.67% of direct labor based on the "Independent CPA Report," prepared by Shannon & Associates, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Contract Services Manager

EKJ:ah



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-540

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<b>File ID:</b>	AB2020-540	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/10/2020	<b>Entered by:</b>	SMock@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee				<b>Final Action:</b>
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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Primary Contact Email: [sdraper@co.whatcom.wa.us](mailto:sdraper@co.whatcom.wa.us) <<mailto:sdraper@co.whatcom.wa.us>>

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

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Trantech Engineering, LLC to increase the original contract amount of \$45,000 by \$45,000 for a new amount not to exceed \$90,000

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

This contract supplement will allow Public Works to utilize Trantech Engineering, LLC for specific tasks related to structural analysis and design for bridge and ferry issues that may arise throughout 2021

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings**  
Director



**James P. Karcher, P.E.**  
*County Engineer*  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## Memorandum

**To:** The Honorable Satpal Singh Sidhu, Whatcom County Executive and the Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director

**From:** James P. Karcher, P.E., County Engineer *gpk*  
James E. Lee, P.E., Engineering Manager *JEL*

**Date:** November 10, 2020

**Re:** **2021 On-Call Support for the Whatcom County Bridge Program  
Local Agency Standard Consultant Agreement Supplement No. 1 with Trantech Engineering, LLC**

---

Enclosed for your review and signature are two (2) originals of the Local Agency Standard Consultant Agreement Supplement No. 1 between Whatcom County and Trantech Engineering, LLC.

### Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into Local Agency Standard Consultant Agreement Supplement No. 1 with Trantech Engineering, LLC for professional structural engineering on-call support for the Whatcom County Bridge Program during 2021.

### Background and Purpose

Public Works is responsible for inspection, maintenance and repair of 162 County-owned bridges which includes the Lummi Island Ferry system terminal structures. This contract supplement will allow Public Works to utilize Trantech Engineering, LLC for specific tasks related to structural analysis and design for bridge and ferry issues that may arise throughout 2021. Individual task orders will be issued for specific tasks.

### Funding Amount and Source

This supplement will increase this contract amount by \$45,000 for a new total of \$90,000. There is adequate budget authority in the proposed 2021-2022 budget to support this request. Should this budget authority not be included in the final approved budget no work under this supplement will be performed until budget authority is in place.

Please contact James Lee at extension 6264 should you have any questions or concerns regarding the terms of this agreement.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works - Bridge & Hydraulic
Division/Program: (i.e. Dept. Division and Program)	9050/Road Engineering
Contract or Grant Administrator:	James E. Lee, P.E., Engineering Manager
Contractor's / Agency Name:	Trantech Engineering, LLC
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201911030	
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 checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFQ#19-01 Contract Cost Center: 10855	
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 type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 45,000 This Amendment Amount: \$ 45,000 Total Amended Amount: \$ 90,000	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
Local Agency Standard Consultant Agreement Supplement No. 1 between Whatcom County and Trantech Engineering, LLC to provide structural engineering support to the Whatcom County bridge program.	
Term of Contract: Not to Exceed	Expiration Date: 12-31-2021

Contract Routing:	1. Prepared by: JEL	Date: 10/30/2020
	2. Attorney signoff: Christopher Quinn	Date: 11/04/2020
	3. AS Finance reviewed: M Caldwell	Date: 11/04/2020
	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:





**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number</b> <u>1</u>		Organization and Address Trantech Engineering, LLC 12011 NE 1st Street Suite 306 Bellevue, WA 98005	
Original Agreement Number 201911030		Phone:	
Project Number On-Call	Execution Date December 4, 2019	Completion Date December 31, 2021	
Project Title On-Call Support for the Whatcom County Bridge Program		New Maximum Amount Payable \$90,000	
Description of Work The Consultant, Trantech Engineering, LLC, shall provide structural analysis and design services in support of the Whatcom County Bridge Program on an on-call basis for 2021. Please see Exhibit A for detailed scope of work.			

The Local Agency of Whatcom County  
desires to supplement the agreement entered in to with Trantech Engineering, LLC  
and executed on December 4, 2019 and identified as Agreement No. 201911030  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

**I**

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

Provide on-call structural analysis and design services to support the Whatcom County Bridge Program during 2021.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Contract completion date is extended to 12-31-2021.

**III**

Section V, PAYMENT, shall be amended as follows:

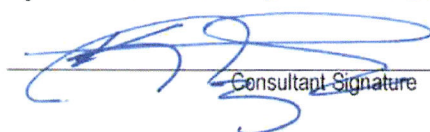
Payment shall be increased by \$45,000

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

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

By: KHASHAYAR NIKZAD

By: \_\_\_\_\_

  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

Approved as to form:

\_\_\_\_\_  
Date

## **Exhibit A**

The Consultant, Trantech Engineering, LLC, shall provide structural analysis and design services related to the Whatcom County Bridge Program on an on-call basis. The County shall define the scope of the task, the nature of the products and deliverables, and the allowable expenses to be billed for that task in accordance with Exhibit D. Only those expenses specifically approved by the County in a task order shall be compensable under this agreement.

The County makes no express or implied guarantees as to the minimum amount of expenditures that shall be requested and approved under this agreement.

## Exhibit D

## Actuals Not To Exceed Table (ANTE)

[illegible]





**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 18, 2020

TranTech Engineering, LLC  
12011 NE 1<sup>st</sup> Street, Suite 305  
Bellevue, WA 98005

Subject: Acceptance FYE 2019 ICR – Risk Assessment Review

Dear Khashayer Nikzad:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2019 ICR of 148.87% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Contract Services Manager

EKJ:ah





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-541

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<b>File ID:</b>	AB2020-541	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/10/2020	<b>Entered by:</b>	FBurkhar@co.whatcom.wa.us		
<b>Department:</b>	Sheriff's Office	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee				<b>Final Action:</b>
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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Primary Contact Email: [jgargett@co.whatcom.wa.us](mailto:jgargett@co.whatcom.wa.us)

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to update the Whatcom County Natural Hazard Mitigation Plan, in the amount of \$75,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Staff Memo

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff Memo 11.09.2020, Contract

**WHATCOM COUNTY  
SHERIFF'S OFFICE**

**BILL ELFO  
SHERIFF**



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

**MEMO**

**To:** Satpal Singh Sidhu, County Executive

**From:** Sheriff Bill Elfo, Director  
John Gargett, Deputy Director  
Whatcom County Sheriff's Office Division of Emergency Management

**Subject:** Dept of Homeland Security/FEMA FFY2018 Pre-Disaster Mitigation (PDM)  
Grant Agreement, Contract # D21-008

**Date:** November 9, 2020

---

Enclosed is the FFY2018 FEMA Pre-Disaster Mitigation (PDM) Grant Agreement between Whatcom County Sheriff's Office and Washington State Military Department.

- **Background and Purpose**

Whatcom County Sheriff's Office Division of Emergency Management has been awarded \$75,000 from the US Dept of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation (PDM) grant program. This grant flows from DHS/FEMA through the Washington State Military Department to Whatcom County.

As outlined in 44 CFR 201.6 – Local Mitigation Plans, the Whatcom County Natural Hazard Mitigation Plan is a multi-jurisdictional local plan that summarizes Whatcom County's natural hazards, provides a risk and vulnerability assessment, and includes mitigation strategies, projects, and action plans to help reduce the impacts of natural hazards. Participating jurisdictions in the current plan (12/16/2016) include the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas, Lake Whatcom Water and Sewer District, Meridian School District, Port of Bellingham, Whatcom County Fire District #11, Whatcom County Flood Control District, and Whatcom County. An approved plan meets one of the eligibility requirements for these participating jurisdictions to apply for and receive funding from the Stafford Act Hazard Mitigation Assistance (HMA) grant programs. Approved mitigation plans may be eligible for points under the National Flood Insurance Program's Community Rating System (CRS).

The Natural Hazard Mitigation Plan must be updated and approved by FEMA every five years. This grant provides \$75,000 in federal funding for a consultant and miscellaneous expenses to support this planning process. The \$25,000 match is met by existing budget authority.

The performance period for this grant runs from April 30, 2020 through April 1, 2022.

- **Funding Amount and Source**

\$75,000 from the DHS/FEMA FFY2018 PDM, Contract # D21-008, CFDA 97.047 PDM.

If you have questions, please contact John Gargett or Frances Burkhart at 676-6681.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept, Division and Program)	Division of Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Washington State Military Department
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/>	
If yes, grantor agency contract number(s): <u>D21-008</u> CFDA#: <u>97.047</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>1673520006</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>75,000.00</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>
This Amendment Amount: \$ _____	1. Exercising an option contained in a contract previously approved by the council.
Total Amended Amount: \$ _____	2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
Summary of Scope:	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.
To update the Whatcom County Natural Hazard Mitigation Plan.	
Term of Contract: 23 Months	Expiration Date: 04/01/2022

Contract Routing:	1. Prepared by: <u>F Burkhart</u>	Date: <u>11/09/2020</u>
	2. Attorney signoff: <u>B Waldron, via email</u>	Date: <u>10/26/2020</u>
	3. AS Finance reviewed: <u>M Caldwell, via email</u>	Date: <u>11/06/2020</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: _____

**Washington State Military Department  
PRE-DISASTER MITIGATION GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: <b>Whatcom County Sheriff's Office Public Safety Building, 311 Grand Ave. Bellingham, WA 98225-4038</b>		2. Total Grant Amount: <b>\$100,000.00 (F: \$75,000.00 L: \$25,000.00)</b>	3. Grant Number: <b>D21-008</b>
4. SUBRECIPIENT Contract, phone/email: <b>John Gargett, 360-778-7160, 7161 jgargett@co.whatcom.wa.us</b>		5. Grant Start Date: <b>April 30, 2020</b>	6. Grant End Date: <b>April 1, 2022</b>
7. DEPARTMENT Program Manager, phone/email: <b>David Spicer, 253-344-3771 / David.Spicer@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS): <b>060044641</b>	9. UBI # (state revenue): <b>371-010-246</b>
10. Funding Authority: <b>Washington State Military DEPARTMENT</b> (the "DEPARTMENT"), and <b>Federal Emergency Management Agency (FEMA)</b>			
11. Federal Funding Identification #: <b>EMS-2020-PC-0002 PDMC-PL-10-WA-2018-012</b>	12. Federal Award Date: <b>April 30, 2020</b>	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: <b>97.047 (Pre-Disaster Mitigation)</b>	
14. Total Federal Award Amount: <b>\$100,00.00</b>	15. Program Index # & OBJ/SUB-OBJ: <b>783CJ / NZ</b>	16. TIN: <b>N/A</b>	
17. Service Districts: (BY LEGISLATIVE DISTRICT): <u>40<sup>th</sup> &amp; 42<sup>nd</sup></u> (BY CONGRESSIONAL DISTRICT): <u>1<sup>st</sup> &amp; 2<sup>nd</sup></u>	18. Service Area by County(ies): <b>Whatcom County</b>	19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
22. SUBRECIPIENT Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		23. SUBRECIPIENT Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER	
24. PURPOSE & DESCRIPTION: FEMA's Pre-Disaster Mitigation (PDM) program provides grants to states and communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disasters. Title: <b>Whatcom County Natural Hazard Mitigation Plan Update</b> . The purpose of this agreement is to provide funds to the SUBRECIPIENT for the proposed project as noted in the Statement of Work and/or Description of the Project (Attachment 3), Project Development Schedule (Attachment 4), Project Budget (Attachment 5), and the FEMA award letter, which is incorporated herein by reference.  The DEPARTMENT is the Recipient and Pass-through Entity of the <b>FY2018 PDM Award EMS-2020-PC-0002</b> , which with each of its attachments is incorporated by reference and makes a subaward of Federal assistance to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal assistance provided under this Agreement.			
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Statement of Work (Attachment 3); Project Development Schedule (Attachment 4); Project Budget (Attachment 5);, and all other documents, exhibits and attachments expressly referenced and incorporated, contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.			
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 1. Applicable Federal and State Statutes and Regulations  2. DHS/FEMA Notice of Award and Program Documents  3. Statement of Work and/or Project Description as outlined in FEMA's approved Project Application </div> <div style="width: 45%;"> 4. Special Terms and Conditions; General Terms and Conditions; and  5. Other provisions of the Agreement incorporated by reference. </div> </div>			
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>FOR THE DEPARTMENT:</b>   Signature _____ Date _____  Regan Anne Hesse, Chief Financial Officer  Washington State Military Department   <b>BOILERPLATE APPROVED AS TO FORM:</b>  Dawn C. Cortez (06/01/2020)  Assistant Attorney General </div> <div style="width: 45%;"> <b>FOR THE SUBRECIPIENT:</b>   Signature _____ Date _____  Satpal Singh Sidhu  Whatcom County Executive   <b>APPROVED AS TO FORM:</b>  <u>134 Email/BW/FB</u> <u>10/26/2020</u>  Date </div> </div>			

Form 5/8/2020

**Washington State Military Department  
SPECIAL TERMS AND CONDITIONS**

**ARTICLE I - KEY PERSONNEL:**

The individuals listed below shall be considered key personnel and point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	<b>John Gargett</b>	Name	<b>David Spicer</b>
Title	<b>Deputy Director</b>	Title	<b>Hazard Mitigation Program Manager</b>
E-Mail	<b>jgargett@co.whatcom.wa.us</b>	E-Mail	<b>david.spicer@mil.wa.gov</b>
Phone	<b>360-778-7160</b>	Phone	<b>253-512-7082</b>
Name	<b>Frances Burkhart</b>	Name	<b>Matt Lebens</b>
Title	<b>Program Specialist</b>	Title	<b>Hazard Mitigation Grant Coordinator</b>
E-Mail	<b>fburkhar@co.whatcom.wa.us</b>	E-Mail	<b>Matthew.Lebens@mil.wa.gov</b>
Phone	<b>360-778-7161</b>	Phone	<b>(253) 512-7042</b>
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

**ARTICLE II – ADMINISTRATIVE:**

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Pre-Disaster Mitigation (PDM) grant program, including, but not limited to, all criteria, restrictions, conditions and requirements of the DHS-FEMA Notice of Award and each of its attachments for grant agreement number **EMS-2020-PC-0002** dated **April 30, 2020**, the PDM Notice of Funding Opportunity announcement, FEMA guidance documents, and the federal regulations commonly applicable to DHS-FEMA grants, all of which are incorporated herein by reference.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

**A. STATE AND FEDERAL REQUIREMENTS FOR DHS-FEMA PRE-DISASTER MITIGATION GRANTS:**

The following requirements apply to all DHS-FEMA Pre-Disaster Mitigation Grants administered by the DEPARTMENT.

**1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS**

- a. The SUBRECIPIENT must make a case-by-case determination whether each agreement it makes for the disbursement of FY2018 PDM funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the SUBRECIPIENT becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
  - i. The SUBRECIPIENT must comply with all federal laws and regulations applicable to pass-through entities of FY2018 PDM funds, including but not limited to those contained in 2 CRF 200.
  - ii. The SUBRECIPIENT shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and

program guidance identified or referenced in this Agreement and the informational documents published by DHS-FEMA applicable to the FY2018 PDM program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2018 PDM Grant Program" document published by FEMA, the DHS-FEMA Notice of Award to grant agreement number **EMS-2020-PC-0002** incorporated herein by reference, and the federal regulations commonly applicable to DHS-FEMA grants.

- iii. The SUBRECIPIENT shall be responsible to the DEPARTMENT for ensuring that all FY2018 PDM federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in this Agreement are incorporated by reference.

c. *Hazard Mitigation Assistance Guidance*, FEMA, February 27, 2015

## 2. PROJECT FUNDING

The DEPARTMENT will administer the Pre-Disaster Mitigation grant program and will pass through the federal match. The SUBRECIPIENT will commit the required local match.

- a. The total cost of the project (total project cost) for the purposes of this Agreement is **\$100,000.00** dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than this stated total cost, the actual cost shall be substituted herein.
- b. The value of the local match contributions by the SUBRECIPIENT to the project shall be **\$25,000.00** dollars, or **25%** percent, at minimum, of the total project cost. The SUBRECIPIENT's local match contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable, and allocable, and must comply with all Federal requirements and regulations.
- c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be **\$75,000.00** dollars, or **75%** percent, of the total project cost, whichever is less.
- d. The DEPARTMENT shall not be obligated to pay any amount beyond that being contributed by FEMA as set out in Subsection c above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by written amendment into this Agreement.
- e. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project Budget (**Attachment 5**) and Statement of Work and/or Description of Project (**Attachment 3**), to exceed 10% of the Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed. This applies to planning grants only; construction project grants may exceed budget line item expenditures by >10% of total budget without prior FEMA approval. The DEPARTMENT requires notification from the SUBRECIPIENT when construction project budget line items are exceeded but does not require a contract amendment.
- f. The funding for this project is provided through a FEMA award. The Notice of Award from FEMA is dated **April 30, 2020**, and is incorporated by reference.

## 3. GRANT AGREEMENT PERIOD

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the Period of Performance start date on **April 30, 2020** and shall terminate on **April 1, 2022**. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The SUBRECIPIENT shall complete the project as described in the FEMA approved project application **PDMC-PL-10-2018-012**, incorporated in and incorporated by reference, and as described in **Attachments 3, 4, and 5**. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, that the DEPARTMENT extend the deadline for Grant Agreement completion.
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed by execution of a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT addressing extensions of the DEPARTMENT's underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's projects.
- c. No expenditure made, or obligation incurred, before or after the Grant Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any remedy the DEPARTMENT may have under this Agreement, the amounts set out in **Article II, section A.2. Project Funding**, above, may be reduced to exclude any such expenditure from participation.
- d. Failure to complete the project in a timely manner, as outlined in **Attachment 4**, is a material breach of this Agreement for which the DEPARTMENT is entitled to termination or suspension under **Attachment 2, section A.35**.

#### 4. REIMBURSEMENT AND BUDGET REQUIREMENTS

The DEPARTMENT, using mitigation funds from the Pre-Disaster Mitigation grant program, authorized under Section 203 of the Stafford Act, 42 U.S.C. 5133, shall issue payments to the SUBRECIPIENT as follows:

- a. All payments shall be made to the SUBRECIPIENT upon submission and approval of eligible, reimbursable work completed and billed on an A-19 form, State of Washington Invoice Voucher. Approval is subject to receipt of acceptable documentation by the DEPARTMENT, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.
- b. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget (Attachment 5). Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.
- c. The DEPARTMENT reserves the right to withhold disbursement of up to ten (10) percent of the total project cost, as specified in **Article II, section A. 2, Project Funding**, to the SUBRECIPIENT until the project has been completed and given final approval by the DEPARTMENT.
- d. Final Payment: Final payment of any remaining, or withheld, funds will be made within sixty (60) days after submission by the SUBRECIPIENT of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.
- e. Within the total Grant Amount of this Agreement, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- f. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Amount of this Agreement.
- g. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now

existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT's Key Personnel.

- h. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- i. The SUBRECIPIENT will submit reimbursement requests to the DEPARTMENT by submitting a properly completed State A-19 Invoice Form, Interagency Electronic Funds Transfer, or Agency/Business invoice with support documentation detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted by email to both the DEPARTMENT's Pre-Disaster Mitigation Program Coordinator and the Program Manager no later than the due dates listed within the Project Development Schedule (**Attachment 4**), but not more frequently than monthly.
- j. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- k. If applicable, no costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- l. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Project Development Schedule, **Attachment 4**) will prohibit the SUBRECIPIENT from being reimbursed until such complete reports and reimbursement requests are submitted and the DEPARTMENT has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the SUBRECIPIENT is current with all reporting requirements contained in this Agreement.
- m. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose.  
The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

## 5. REPORTING REQUIREMENTS

In addition to the reports as may be required elsewhere in this Agreement, the SUBRECIPIENT shall promptly prepare and submit the following reports to the DEPARTMENT's Key Personnel:

- a. Quarterly progress reports, no later than the 15<sup>th</sup> day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note any challenges or issues associated with the project.  
Failure to submit a complete quarterly report within fifteen (15) days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. Quarterly reports are required regardless of the level of work completed during the reporting period.
- b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.



- c. The SUBRECIPIENT shall submit a quarterly progress report describing current activities as outlined in the Project Development Schedule (**Attachment 4**).
- d. The SUBRECIPIENT shall submit a Final Report with final reimbursement no later than forty-five (45) days after Agreement End Date.
- e. The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the DEPARTMENT the Audit Certification/FFATA Form provided by the DEPARTMENT. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The DEPARTMENT's Contracts Office will request the SUBRECIPIENT submit an updated form at the beginning of each calendar year in which the SUBRECIPIENT has an active agreement.

#### 6. TIME EXTENSIONS

A time extension request for Agreement completion must be submitted by the SUBRECIPIENT to the DEPARTMENT no later than ninety (90) days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project will not be completed within the approved Period of Performance, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

#### 7. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification/FFATA Form provided by the DEPARTMENT. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The DEPARTMENT's Contracts Office will request the SUBRECIPIENT submit an updated form at the beginning of each calendar year in which the SUBRECIPIENT has an active agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. review of financial and performance reports
  - ii. monitoring and documenting the completion of Agreement deliverables
  - iii. documentation of phone calls, meetings, e-mails, and correspondence
  - iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
  - v. observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations
  - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliancy will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

#### 8. Programmatic, Environmental and Historic Preservation Conditions

In completing this project, the SUBRECIPIENT must adhere to the following programmatic, environmental and historic preservation conditions, if applicable:

- a. Scope of Work Change: Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.

A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders.

Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.

- b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUBRECIPIENT must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUBRECIPIENT notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUBRECIPIENT is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
- e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUBRECIPIENT shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be stabilized from erosion and silt laden runoff by

implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.

- j. Resubmit the project to the DEPARTMENT and FEMA prior to implementation if any in-water work will occur or if any work will occur below the ordinary high water mark of any water resource in the area, so further coordination/consultation can take place with the National Marine Fisheries Service (NMFS) to determine whether appropriate measures have been taken to ensure the project is in compliance with the Endangered Species Act.
- k. Resubmit the project to the DEPARTMENT and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- l. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties) should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.
- m. (Additional requirements as noted by FEMA in grant award document).
- n. Cost overruns in excess of the approval budget are fully the responsibility of the SUBRECIPIENT, including those costs resulting from a change in the Scope of Work.

#### 9. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

Pursuant to the Flood Disaster Protection Act of 1973, those structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following National Flood Insurance Program Eligibility Requirements contained in the 2013 Hazard Mitigation Assistance Unified Guidance apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The SUBRECIPIENT (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements as identified on page 44 of the 2013 Hazard Mitigation Assistance Unified Guidance:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance."
- c. Copies of the recorded notices for each property will be provided to the DEPARTMENT at project closeout.

#### 10. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The SUBRECIPIENT must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the SUBRECIPIENT will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.

Copies of the Statement of Voluntary Participation / Notice of Voluntary Interest signed by each participating property owner will be provided to the DEPARTMENT by project close-out.

- b. The SUBRECIPIENT agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes.

- c. The SUBRECIPIENT agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website or available from the DEPARTMENT.

Copies of the recorded deed and attached deed restrictions for each property will be provided to the DEPARTMENT by project close-out.

- d. The SUBRECIPIENT accepts all of the requirements of the deed restriction governing the use of the land.

- e. The SUBRECIPIENT ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.

Documentation of this consultation and the SUBRECIPIENT's consideration of this issue will be provided to the DEPARTMENT by project close-out.

- f. The SUBRECIPIENT must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.

Documentation of this consultation will be provided to the DEPARTMENT by project close-out.

- g. The SUBRECIPIENT will remove existing buildings from acquired properties within 90 days of settlement. The SUBRECIPIENT will provide confirmation to the DEPARTMENT as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to "natural" or park/open space condition.

The SUBRECIPIENT will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the DEPARTMENT by project close-out.

- h. The SUBRECIPIENT agrees to complete FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site or available from the DEPARTMENT.

The SUBRECIPIENT will provide a copy of the completed form to the DEPARTMENT by project close-out.

- i. The SUBRECIPIENT agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to, the following (which are described further in the 2013 Hazard Mitigation Assistance Unified Guidance and the Addendum to the 2013 Hazard Mitigation Assistance Unified Guidance which are incorporated herein by reference):

1. Restriction on future disaster assistance for damages to the property.
2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
3. Provision for salvage of pre-existing structures and paved areas.

4. Requirements pertaining to future transfer of property interest.
5. Requirement for SUBRECIPIENT monitoring and inspection of the acquired property at least every 3 years. The SUBRECIPIENT will provide the DEPARTMENT with a report on the result of the inspection within 90 days of the inspection.
6. Provisions for enforcement of violation of open space requirements.

#### 11. CLOSE-OUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT form, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Agreement.

Prior to project close-out, the SUBRECIPIENT shall provide the DEPARTMENT with acceptable documentation supporting compliance with the Agreement. General documentation supporting compliance with the Agreement typically includes, but is not limited to, the following:

- Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of  $\pm 20$  meters (sixty-four (64) feet).
- Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code compliant.
- Certification that the SUBRECIPIENT has met the environmental and historic preservation conditions of the grant award as described in this Agreement.
- Copies of all compliance and consultation documentation required by the grant award as described in the Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- Signed Statement of Voluntary Participation from owner of each acquired property.
- Documentation of dates of acquisition and structure demolition or removal from property for each property.
- Copy of recorded open space deed restrictions for each acquired property.
- Copy of AW-501 form filed with National Flood Insurance Program for each acquired repetitive loss property.
- Documentation of consultation with Army Corps of Engineers and State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- Copies of the post-project elevation certificate for each structure.
- Copies of certificate of occupancy for each elevated structure to certify that it is code compliant.
- Certification by an engineer, floodplain manager or other senior official of the SUBRECIPIENT that each completed structural elevation is in compliance with local ordinances and National Flood Insurance Program regulations and technical bulletins.

- Copy of AW-501 form filed with National Flood Insurance Program for each elevated repetitive loss property.
- Copies of proof of flood insurance for each elevated structure.
- Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The DEPARTMENT will consult with the SUBRECIPIENT regarding other documentation requirements of the Agreement throughout the Period of Performance.

The SUBRECIPIENT is required to retain all documentation that adequately identifies the source and application of all mitigation grant funds for six (6) years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

12. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All SUBRECIPIENTS must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that SUBRECIPIENTS of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

13. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, **Attachment 2, A.10**.

- a. For all sole source contracts expected to exceed \$150,000, the SUBRECIPIENT must submit to the DEPARTMENT for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates.

This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the SUBRECIPIENT makes a subaward.

14. EQUIPMENT AND SUPPLY MANAGEMENT

- a. If applicable, SUBRECIPIENTS and any non-federal entity to which the SUBRECIPIENT makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:
  - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the SUBRECIPIENT, or a recognized non-federal entity to which the SUBRECIPIENT has made a subaward, for which a contract, or other means of legal transfer of ownership is in place.
  - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the SUBRECIPIENT's inventory system.

- iii. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
  - iv. The SUBRECIPIENT shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the SUBRECIPIENT to determine the cause of the difference. The SUBRECIPIENT shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
  - v. The SUBRECIPIENT shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The SUBRECIPIENT shall develop appropriate maintenance schedules and procedures to ensure the equipment and supplies are well maintained and kept in good operating condition.
  - vi. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.
  - vii. The SUBRECIPIENT shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the DEPARTMENT.
  - viii. If the SUBRECIPIENT is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
  - ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, the SUBRECIPIENT must comply with following procedures:
    - a) The SUBRECIPIENT may retain the supplies for use on other non-Federal related activities or sell them but must compensate the Federal sponsoring agency for its share.
    - b) The SUBRECIPIENT must dispose of equipment as follows:
      - i). Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the SUBRECIPIENT with no further obligation to the awarding agency.
      - ii). Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the SUBRECIPIENT shall compensate the Federal-sponsoring agency for its share.
  - x. Records for equipment shall be retained by the SUBRECIPIENT for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the SUBRECIPIENT until all litigation, claims, or audit findings involving the records have been resolved.
- b. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.

- c. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.
- d. As a SUBRECIPIENT of federal funds, the SUBRECIPIENT must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the SUBRECIPIENT makes a subaward of federal award funds under this Agreement.

**B. DHS STANDARD TERMS AND CONDITIONS**

As a SUBRECIPIENT of PDM funding, the SUBRECIPIENT shall comply with all applicable DHS-FEMA terms and conditions of the FY2018 PDM Notice of Award and its attachments, which are incorporated herein by reference.



**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Mitigation Grants**

**A.1 DEFINITIONS**

As used throughout this Agreement, the following terms will have the meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that Department. DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. "
- c. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- d. **"Project"** shall mean those activities as described in the FEMA approved project application PDMC-PL-10-WA-2018-012, which are incorporated in and made a part of this Agreement which is incorporated in and attached hereto as Attachment 7, and as also described in Attachments 3, 4, and 5.
- e. **"PL"** is defined and used herein to mean the Public Law.
- f. **"CFR"** is defined and used herein to mean the Code of Federal Regulations.
- g. **"OMB"** is defined and used herein to mean the Office of Management and Budget.
- h. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
- i. **"RCW"** is defined and used herein to mean the Revised Code of Washington.

**A.2 ADVANCE PAYMENTS PROHIBITED**

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services.

**A.3 AMENDMENTS AND MODIFICATIONS**

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

**A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

**A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH**

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

**A.6 ASSURANCES**

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

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-divison/grants/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). The SUBRECIPIENT also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy

Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the SUBRECIPIENT, its contractors, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The SUBRECIPIENT is responsible for all costs or liability arising from its failure, and that of its contractors, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

**A.10 CONFLICT OF INTEREST**

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement. The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

**A.11 CONTRACTING & PROCUREMENT**

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the

Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
  - 11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.
  - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
  - 13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
  - 14) Retention of all required records for six (6) years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
  - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  - 16) Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation grant program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources, including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.
- b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
  - c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior

written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the mitigation grant funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same purpose from any other source.

The SUBRECIPIENT will pursue, and require subrecipients to pursue, full payment of eligible insurance benefits for properties covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any mitigation grant funds provided under this grant Agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grant funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment, or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work cooperatively in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, , assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature representative and the Authorized Signature representative of the SUBRECIPIENT or Alternate for the SUBRECIPIENT, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure.

Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY



No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**A.25 PRIVACY**

Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons' personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

**A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**A.27 PUBLICITY**

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CDR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language that acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

**A.28 RECAPTURE PROVISION**

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees from the SUBRECIPIENT.



#### A.29 RECORDS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

#### A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others, SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this grant Agreement.

#### A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT.

The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

#### A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

#### A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as SUBRECIPIENTS of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F Non-federal entities

that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or SUBRECIPIENT.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and it includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

#### **A.34 SUBRECIPIENT NOT EMPLOYEE**

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

#### **A.35 TAXES, FEES AND LICENSES**

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

**A.36 TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

**A.37 TERMINATION OR SUSPENSION FOR CAUSE**

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

**A.38 TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods

delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

#### A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps allowed by law to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps allowed by law to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

## STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUBRECIPIENT: Whatcom County Sheriff's Office  
 PROJECT TITLE: Whatcom County Natural Hazard Mitigation Plan Update

The purpose of this project is for Whatcom County Sheriff's Office to

Planning Team members will include an overall Whatcom County Lead Planner, a lead planner from each participating jurisdiction, the Consultant, and a cross-section of the community, such as residents, community leaders, and business owners. The local Planning Team will hold public meetings and/or workshop, solicit input from citizens and subject matter experts, develop goals and mitigation strategies, and support ongoing plan implementation. Whatcom County will use extensive outreach to increase involvement, such as pairing meetings with existing council and commission meetings, holding web-based meetings, and scheduling conference calls. Whatcom County will conduct jurisdiction-specific public meetings, use a questionnaire to determine general perceptions of risk and support for hazard mitigation strategies, and solicit public comment via the website, Facebook, and Twitter. The Planning Team will identify and prioritize Whatcom County natural hazards, including, but not limited to, Flood-Related (river flooding, coastal flooding, erosion, winter storms), Wind-Related (coastal storms, winter storms, tornadoes), Fire-Related (drought, wildfires), Geologic (volcanos, earthquakes, landslides), and Other Hazards as determined by local knowledge. Using the best available data, Whatcom County will develop a base map of areas affected by multiple natural hazards and will develop a database for use in developing map data layers (e.g., critical facilities, repetitive flood loss, location of structures, land use, and population).

A specific and more detailed statement of work is found in the FEMA approved Project Application (PDMC-PL-10-WA-2018-012).

### Whatcom County Sheriff's Office Agrees To:

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work and/or Description of Project (**Attachment 3**), comply with the Project Development Schedule (**Attachment 4**), and comply with the Project Budget (**Attachment 5**).
2. Submit quarterly reports that cover the previous three (3) months no later than the fifteenth (15<sup>th</sup>) of the following month (or the next workday) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period.
3. Email signed, approved invoice vouchers (state form A-19) including supporting documentation (See **Attachment 1, Section 4**) for eligible, reimbursable work completed to the PDM Program Coordinator and Program Manager, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match.
4. Provide sufficient documentation to DEPARTMENT staff within fifteen (15) calendar days of the DEPARTMENT's written request for additional documentation to support a reimbursement request.
5. Submit a signed final project report within forty-five (45) days of the end of the project, before final reimbursement will be made by the DEPARTMENT.
6. Adhere to the programmatic, environmental, and historic preservation conditions, if applicable, as defined in **Section 8** of the Special Terms and Conditions of this Agreement.
7. Comply with the special flood hazard area requirements for all structures that will not be demolished or relocated out of the Special Flood Hazard Area (SFHA), as defined in **Section 9** of the Special Terms and Conditions of this Agreement.
8. Comply with the provisions that apply to acquisition of properties for open space, as defined in **Section 10** of the Special Terms and Conditions of this Agreement.

**The Military Department Agrees To:**

1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
2. Except as otherwise provided in **Article II, A.4 (Attachment 1)** of this Agreement, reimburse **Whatcom County Sheriff's Office** within thirty (30) days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget (**Attachment 5**).

The DEPARTMENT will return invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation within fifteen (15) calendar days of the DEPARTMENT's written request for additional documentation to support the reimbursement request.

3. Coordinate with the staff of **Whatcom County Sheriff's Office** to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

**PROJECT DEVELOPMENT SCHEDULE**

SUBRECIPIENT: **Whatcom County Sheriff's Office**  
 PROJECT TITLE: **Whatcom County Natural Hazard Mitigation Plan Update**

<b><i>DESCRIPTION OF ACTIVITY/TASK</i></b>	<b><i>ESTIMATED SCHEDULED COMPLETION DATE</i></b>
Review Existing Plans	November 2020
Conduct Stakeholder and Participant Meetings	December 2020
Update Plans, Risk & Vulnerability Assessments, and Mitigation Strategies	January 2021
Compile First Draft Jurisdictional Plans	February 2021
Conduct Jurisdiction-Specific Public Outreach and Stakeholder Meetings	March 2021
Compile final Multi-Jurisdictional Plan	May 2021
Pre-Award Activities (application, preliminary review of existing plans, recruitment of planning personnel, hire contractor, process award, etc.).	October 2020
Submit Plan to Washington State and incorporate requested modifications.	June 2021
Submit Plan to FEMA and incorporate requested modifications to obtain FEMA approval.	June 2021
All Participating Jurisdictions Adopt Plan.	June 2021
<p>Total Time Required to Complete This Project: <b><u>24</u></b> months</p> <p>NOTE: This subaward's Period of Performance ends on <b>April 1, 2022</b>. The above activities may vary from the projected number of months to complete, which are only estimates. Requests for time extensions will be reviewed on a quarterly basis.</p> <p>Draft plan documents must be submitted to the State and FEMA Region X for review and comment at least six (6) months prior to completion of the subaward so that any necessary revisions may be made prior to adoption within the approved Period of Performance.</p>	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	October 15, 2020; January 15, 2021; April 15, 2021; July 15, 2021; October 15, 2021; January 15, 2022; April 15, 2022; May 15, 2022 (Final)



**PROJECT BUDGET**

SUBRECIPIENT: **Whatcom County Sheriff's Office**  
 PROJECT TITLE: **Whatcom County Natural Hazard Mitigation Plan Update**

<b><i>APPROVED BUDGET CATEGORY</i></b>	<b><i>ESTIMATED COST</i></b>
Consultant	\$75,000.00
Pre-Award Costs	\$3,703.00
Miscellaneous Supplies, Copying, Meeting Costs, etc.	\$6,297.00
Planning Partners	\$15,000.00
<b>TOTAL:</b>	<b>\$100,000.00</b>
<p><b>Tracking and Reporting Project Costs:</b> Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.</p> <p><b>Final Payment:</b> Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within sixty (60) days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.</p>	

Per Pre-Disaster Mitigation program guidance, no cost overruns will be funded unless additional funds are approved and awarded by FEMA. If costs exceed the maximum amount of FEMA funding approved, the SUBRECIPIENT shall pay the costs in excess of the approved budget.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-547

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<b>File ID:</b>	AB2020-547	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/12/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Bellingham School District for reimbursement of eligible COVID-related technology expenses, in the amount of \$449,185

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Bellingham School District #501 – COVID-related Support Contract  
**DATE:** November 12, 2020

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Attached is a contract between Whatcom County and Bellingham School District #501 for your review and signature.

- **Background and Purpose**

This contract is in response to a notification from Whatcom County Health Department to Whatcom County School Districts of federal grant funding available to help mitigate the impacts of COVID-19. Each district has worked with Health to specify COVID-related expenditure reimbursement needs. The purpose of this contract to provide reimbursement of necessary technology expenditures incurred as a response to COVID-19. Each district requires their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

Funding for this contract may not exceed \$499,185. 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 Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). 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.



<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>		Whatcom County Contract No. _____	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Bellingham School District	
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does contract require Council Approval?		If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?		If yes, grantor agency contract number(s):	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CFDA#: 21.019	
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		201801023	
Is this contract the result of a RFP or Bid process?		Contract	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Cost Center:	
If yes, RFP and Bid number(s):		If no, include Attachment D Contractor Declaration form.	
Is this agreement excluded from E-Verify?		No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.			
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).			
<input type="checkbox"/> Contract work is for less than 120 days.			
<input type="checkbox"/> Work related subcontract less than \$25,000.			
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>	
\$ 499,185		1. Exercising an option contained in a contract previously approved by the council.	
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
\$		3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This contract provides funding for necessary expenditures incurred due to the COVID-19 pandemic.			
Term of Contract:		10 Months	
Expiration Date:		12/30/2020	
1. Prepared by:		JT	
2. Health Budget Approval:		KR/JG	
3. Attorney signoff:		RB	
4. AS Finance reviewed:		M Caldwell	
5. IT reviewed (if IT related):		Date:	
6. Contractor signed:		10/20/2020	
7. Submitted to Exec.:		Date:	
8. Council approved (if necessary):		11/9/20 /11/10/20	
9. Executive signed:		Date:	
10. Original to Council:		11/12/2020	
Date:		11/12/2020	

**CONTRACT FOR SERVICES**  
**Between Whatcom County and Bellingham School District**

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

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

General Conditions, pp. 3 to 6,

Exhibit A (Scope of Work), p. 7,

Exhibit B (Compensation), p. 8.

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

The term of this Agreement shall commence on the 1<sup>st</sup> day of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30<sup>th</sup> day of December, 2020.

The general purpose or objective of this Agreement is to **provide reimbursement for COVID-19 related 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 \$499,185. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CONTRACTOR:**

**Bellingham School District #501**

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

\_\_\_\_\_  
Dr. Greg Baker, Superintendent

**WHATCOM COUNTY:**  
**Recommended for Approval:**

\_\_\_\_\_  
Anne Deacon, Human Services Manager                      Date

\_\_\_\_\_  
Erika Lautenbach, Department Director                      Date

**Approved as to form:**

\_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney                      Date

**Approved:**  
Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive                      Date

**CONTRACTOR INFORMATION:**

Bellingham School District  
Dr. Greg Baker, Superintendent  
1306 Dupont Street  
Bellingham, WA 98225  
360-676-6501  
[Greg.baker@bellingshamschools.org](mailto:Greg.baker@bellingshamschools.org)

## GENERAL CONDITIONS

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

#### 0.1 Scope of Services:

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

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

#### 10.1 Term:

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

#### 10.2 Extension:

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

#### 11.1 Termination for Default:

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

#### 11.2 Termination for Reduction in Funding:

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

#### 11.3 Termination for Public Convenience:

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

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

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

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

30.1 Independent Contractor:



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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

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

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance: 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: Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225  
Attention: Kathleen Roy, Assistant Director  
(360) 778-6007  
[KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)

To: Bellingham School District

1306 Dupont Street  
Bellingham, WA 98225  
Attention: Dr. Greg Baker, Superintendent  
(360) 676-6501  
[Greg.baker@bellingshamschools.org](mailto:Greg.baker@bellingshamschools.org)

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

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

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

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

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

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

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

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at [WWW.SAM.GOV](http://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](http://www.uscis.gov)

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

**40.1 Modifications:**

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

**40.2 Contractor Commitments, Warranties and Representations:**

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)

Eligible Expenses

The District shall ensure that the funds cover only those costs that are necessary and eligible to comply with public health measures and restrictions arising from the COVID-19 public health emergency. Expenses reimbursed through this agreement must not have been, or will be paid by any other source of funding. Under this agreement, eligible expenses include:

- A. Technology (to include software, online curriculum, subscriptions, licenses, supplies, devices, equipment, and support services) necessary to facilitate distance learning in connection with school closings to enable compliance with COVID-19 precautions.

Guidance to recipients of funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") shall be reviewed at:

- <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

**EXHIBIT "B"**  
(COMPENSATION)

- I. Budget and Source of Funding:** Funding for this contract may not exceed \$499,185. Funds under this 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. Funds are administered by the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019)

Item	Invoice Documentation Required	Budget
Technology (to include software, online curriculum, subscriptions, licenses, supplies, devices, equipment, and support services)	Copies of paid invoices or receipts	\$499,185
<b>TOTAL</b>		<b>\$499,185</b>

**I. Invoicing**

1. The Contractor shall submit invoices (to include contract/PO #) to [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us). Monthly invoices must be submitted by the 15<sup>th</sup> of the month following the month of services **except final invoices which must be received by January 8, 2021**. 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: AB2020-548

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<b>File ID:</b>	AB2020-548	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/12/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Ferndale School District for reimbursement of eligible COVID-related PPE and technology expenses, in the amount of \$186,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract





## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Ferndale School District – COVID-related Support Contract  
**DATE:** November 12, 2020

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

- **Background and Purpose**

This contract is in response to a notification from Whatcom County Health Department to Whatcom County School Districts of federal grant funding available to help mitigate the impacts of COVID-19. Each district has worked with Health to specify COVID-related expenditure reimbursement needs. The purpose of this contract to provide reimbursement of necessary technology expenditures incurred as a response to COVID-19. Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

Funding for this contract may not exceed \$186,000. 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 Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). 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.



<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>		Whatcom County Contract No. _____	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Ferndale School District	
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does contract require Council Approval?		If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?		If yes, grantor agency contract number(s):	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CFDA#: 21.019	
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		201801023	
Is this contract the result of a RFP or Bid process?		Contract	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Cost Center:	
If yes, RFP and Bid number(s):		If no, include Attachment D Contractor Declaration form.	
Is this agreement excluded from E-Verify?		No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.			
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).			
<input type="checkbox"/> Contract work is for less than 120 days.			
<input type="checkbox"/> Work related subcontract less than \$25,000.			
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>	
\$ 186,000		1. Exercising an option contained in a contract previously approved by the council.	
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
\$		3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This contract provides funding for necessary expenditures incurred due to the COVID-19 pandemic.			
Term of Contract:		10 Months	
Expiration Date:		12/30/2020	
Contract Routing:		1. Prepared by: JT    Date: 10/20/2020	
2. Health Budget Approval: KR/JG    Date: 11/9/20/11/10/20		3. Attorney signoff: RB    Date: 11/12/2020	
4. AS Finance reviewed: M Caldwell    Date: 11/12/2020		5. IT reviewed (if IT related):    Date:	
6. Contractor signed:    Date:		7. Submitted to Exec.:    Date:	
8. Council approved (if necessary):    Date:		9. Executive signed:    Date:	
10. Original to Council:    Date:			

**CONTRACT FOR SERVICES**  
**Between Whatcom County and Ferndale School District**

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

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

General Conditions, pp. 3 to 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 1<sup>st</sup> day of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30<sup>th</sup> day of December, 2020.

The general purpose or objective of this Agreement is to **provide reimbursement for COVID-19 related 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 \$186,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CONTRACTOR:**

**Ferndale School District**  
PO Box 698  
Ferndale, WA 98248

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

\_\_\_\_\_  
Dr. Linda Quinn, Superintendent

**WHATCOM COUNTY:**  
**Recommended for Approval:**

\_\_\_\_\_  
Anne Deacon, Human Services Manager                      Date

\_\_\_\_\_  
Erika Lautenbach, Department Director                      Date

**Approved as to form:**

\_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney                      Date

**Approved:**  
Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive                      Date

**CONTRACTOR INFORMATION:**

Ferndale School District  
Dr. Linda Quinn, Superintendent  
PO Box 698  
Ferndale, WA 98248  
360-383-9207  
[Linda.quinn@ferndalesd.org](mailto:Linda.quinn@ferndalesd.org)

## GENERAL CONDITIONS

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

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

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

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

#### **10.1 Term:**

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

#### **10.2 Extension:**

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

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

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

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

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

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

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

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

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

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

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

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

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance: 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: Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225  
Attention: Kathleen Roy, Assistant Director  
(360) 778-6007  
[KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)



To: Ferndale School District  
PO Box 698  
Ferndale, WA 98248  
Attention: Dr. Linda Quinn, Superintendent  
(360) 383-9208  
[Linda.quinn@ferndalesd.org](mailto:Linda.quinn@ferndalesd.org)

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

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

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:  
If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at [WWW.SAM.GOV](http://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](http://www.uscis.gov)

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

**40.1 Modifications:**

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

**40.2 Contractor Commitments, Warranties and Representations:**

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)

Eligible Expenses

The District shall ensure that the funds cover only those costs that are necessary and eligible to comply with public health measures and restrictions arising from the COVID-19 public health emergency. Expenses reimbursed through this agreement must not have been, or will be paid by any other source of funding.

Under this agreement eligible expenses include:

- A. Technology (to include software, online curriculum, subscriptions, licenses, supplies, devices, equipment, and support services) necessary to facilitate distance learning in connection with school closings to enable compliance with COVID-19 precautions.

Guidance to recipients of funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") shall be reviewed at

- <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

**EXHIBIT "B"**  
(COMPENSATION)

- I. Budget and Source of Funding:** Funding for this contract may not exceed \$186,000. Funds under this 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. Funds are administered by the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019)

Item	Invoice Documentation Required	Budget
Technology (to include software, online curriculum, subscriptions, licenses, supplies, devices, equipment, and support services	Copies of paid invoices or receipts	\$186,000
<b>TOTAL</b>		<b>\$186,000</b>

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

**I. Invoicing**

1. The Contractor shall submit invoices (to include contract/PO #) to [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us). Monthly invoices must be submitted by the 15<sup>th</sup> of the month following the month of services **except final invoices which must be received by January 8, 2021**. 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: AB2020-550

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<b>File ID:</b>	AB2020-550	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/13/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and SeaMar Community Health Services in the amount of \$506,546.46 for a total amended contract amount of \$1,619,708

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo to County Executive, SeaMar GRACE Contract Amendment #3



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** SeaMar – GRACE Program Contract Amendment #3

**DATE:** November 13, 2020

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

▪ **Background and Purpose**

Whatcom Ground-level Response and Coordinated Engagement (GRACE) is a multi-agency, cross-system program that provides intensive care coordination to individuals who have frequent contact with law enforcement and emergency response systems, make inappropriate use of health care, and have failed social service and housing episodes, leading to inefficient use of public resources to meet their needs. The goal of GRACE is to increase public safety, reduce excessive use and cost to emergency and criminal justice systems, and improve the health and well-being of individuals with complex needs. SeaMar facilitates the GRACE program and works closely with community partners and various systems to provide care coordination to individuals in the program. The purpose of this amendment is to renew the contract for an additional year.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$506,546.46, is provided by the Behavioral Health Program Fund, the City of Bellingham, PeaceHealth Medical Center, and the North Sound Behavioral Health Administrative Services Organization Trueblood Fund. These funds will be included in the 2021 budget. Council approval is required as funding for this amendment will exceed 10% of the approved budget.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
201808030 – 3

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855020 Mental Health	
Contract or Grant Administrator:		Anne Deacon	
Contractor's / Agency Name:		SeaMar	
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 #:	201808030	
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):		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CFDA#:		
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	202006007 / 201902019		
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		671200 / 124100/675700
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	18-11	
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):		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>	
\$ 1,113,161.31		1. Exercising an option contained in a contract previously approved by the council.	
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
\$ 506,546.46		3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$ 1,619,708		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This contract provides funds for the agency that will facilitate the Whatcom GRACE Program. GRACE is a program designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways.			
Term of Contract:	1 Year	Expiration Date:	12/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 11/04/2020
	2. Health Budget Approval	KR/JG	Date: 11/09/20 / 11/06/20
	3. Attorney signoff:	RB	Date: 11/13/2020
	4. AS Finance reviewed:	M Caldwell	Date: 11/10/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:



## WHATCOM COUNTY CONTRACT AMENDMENT

**PARTIES:**

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

**AND CONTRACTOR:**  
**SeaMar Community Health Center**  
**1040 S Henderson Street**  
**Seattle, WA 98108**

**AMENDMENT NUMBER: 3**

**CONTRACT PERIODS:**

**Original: 09/01/2018 – 12/31/2019**

**Amendment #2: 01/01/2020 – 12/31/2020**

**Amendment #1: 01/01/2019 – 12/31/2019**

**Amendment #3: 01/01/2021 – 12/31/2021**

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

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**DESCRIPTION OF AMENDMENT:**

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".
2. Amend Exhibit A – Scope of Work, to update Section IV – Program Requirements (A) to update 2021 staffing requirements.
3. Amend Exhibit B – Compensation, to reflect the 2021 budget; revised Exhibit B is attached.
4. Add Exhibit D – Client Service Support Guidelines
5. Funding for this contract period (01/01/2021 – 12/31/2021) is not to exceed \$506,546.46.
6. Funding for the total contract period (09/01/2018 – 12/31/2021) is not to exceed \$1,619,708.
7. All other terms and conditions remain unchanged.
8. The effective start date of the amendment is 01/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Signature is required below.

APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney Date

**FOR THE CONTRACTOR:**

Contractor Signature	Print Name and Title	Date
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STATE OF WASHINGTON) )  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ 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: \_\_\_\_\_

**FOR WHATCOM COUNTY:**

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

STATE OF WASHINGTON) )  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Satpal Singh 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: \_\_\_\_\_

## **Exhibit “A” – Amendment #3 (SCOPE OF WORK)**

### **I. Background**

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

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

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

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

The purpose of this contract is to fund an agency to act as the Hub in a “hub and spoke” model, with the above-mentioned community partners serving as the “spokes”. The Hub agency will facilitate the development of Community Support Plans and provide care coordination and case management services to an identified population of “familiar faces” in collaboration with “spoke” partners. See the attached Exhibit D, “Whatcom GRACE Considerations and Principles” for general program guidelines.

### **II. Definitions**

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

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

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

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

**Program Team:** An identified group of community service providers, comprised largely of “spoke” organizations at the program level acting in an advisory capacity to the County and the Contractor/Hub on GRACE practices and procedures.

**Spokes:** Spokes are the organizations that provide services to GRACE members and coordinate care, to include behavioral health treatment, housing and other social services, and medical care.

### **III. Statement of Work**

#### **A. Program Services**

The Contractor will serve as the Hub for the GRACE program. The role of the Hub is to facilitate comprehensive care coordination among spoke agencies that are providing services to GRACE members, provide direct care coordination

and case management, facilitate the development of Community Support Plans, and report on identified performance and outcome measures.

Specific responsibilities of the Hub include:

1. Maintain staff capacity to operate the GRACE Hub, in collaboration with the County and other funders to the extent possible and allowed by Contractor personnel policies.
2. Update and/or develop policies and procedures, in collaboration with the County, that will inform and guide the GRACE Program activities and expectations.
  - A. Policies and procedures will include guidance on member eligibility, referrals, types of services provided, Community Support Plans, spoke expectations and commitment of participation, data collection and tracking, and use of member flex funds/motivational incentives.
  - B. Educate and update the spoke agencies on GRACE policies and procedures and their expected role as GRACE partners.
3. Assume a primary leadership role for the GRACE program in collaboration with the County.
4. Make final determination on the status of an individual as a GRACE Program member, in consultation with the County, and then review eligibility guidelines on an annual basis.
5. Participate in meetings with the Executive Committee as necessary.
6. Convene and facilitate meetings of the Leadership and Program Teams as necessary, and in collaboration with the County.
7. Work closely with County and other funders to refine and analyze metrics for GRACE Program outcome measures and employ a continuous quality improvement process.
8. Educate community about the GRACE Program in collaboration with the County.
9. Ensure consistent, accurate and effective communication with multiple, diverse stakeholders, as appropriate.
10. Convene and facilitate meetings with spoke agencies focused on development, implementation, and oversight of Community Support Plans for individual members of the GRACE Program, as necessary.
11. Ensure quality Community Support Plans are created to meet the complex needs of GRACE members to the greatest extent possible.
12. Engage with prospective GRACE members and encourage participation in the GRACE program.
13. Facilitate and provide care coordination services to GRACE members as needed.
14. Screen and assess or arrange for assessments of GRACE members as appropriate in an effort to develop and implement Community Support Plans that are responsive to identified needs.
15. Monitor caseloads to ensure delivery of adequate care coordination services and make or recommend adjustments as appropriate.
16. Maintain engagement and care coordination efforts with GRACE program members and prospective members despite their reticence for help, to the extent appropriate.
17. Work with spoke agencies to create new and/or innovative strategies where existing processes or policies are inflexible or ineffective to meet the needs of the GRACE members.
18. Arrange transportation or provide transportation for GRACE members for necessary appointments, as appropriate.
19. Provide services out of office and on-site whenever possible to best achieve the goals of the members' Community Support Plans.
20. Provide medication evaluations and ongoing medication monitoring when indicated and appropriate, and in off-site locations when necessary.

21. Provide basic medical care as appropriate and as a bridge to connection of a member to a designated primary care provider.
22. Work closely with law enforcement and EMS agencies to coordinate outreach activities to GRACE members, to include teaming with these agencies during member contacts, when appropriate.
23. Ensure appropriate staff training and supervision related to the complex challenges of GRACE members, to include criminogenic risk factors.
24. Work with County to identify topics of training to offer to spoke agencies and the community that will support the goals and activities of the GRACE program.
25. Work with County to maintain a member database and a reporting and communication mechanism, considering the needs for dynamic information exchange with multiple community partners.
26. Comply with 42 CFR Part 2, HIPAA rules, as well as State confidentiality rules.
27. Work with County to identify and implement billing for member services to Medicaid and other payers, as eligible and appropriate.
28. Work with the County and the North Sound Accountable Community of Health (NS ACH), as GRACE is identified as one of the Medicaid Transformation projects, to provide all required information and to promote the GRACE Program.
29. Work closely with the County to ensure program costs are sufficiently funded and request timely reviews of program operation expenses.

#### **B. Service Eligibility**

The target population of the GRACE Program consists of individuals (“familiar faces”) who have frequent contact with law enforcement and emergency response systems, high use of acute care health services including behavioral health, and challenges maintaining safe and affordable housing. As a result of their frequent contacts, familiar faces make inefficient use of public resources in an attempt to meet their needs. A high percentage of the target population is Medicaid eligible or enrolled. GRACE members may include all ages, and are not excluded because of age alone.

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

### **IV. Program Requirements**

#### **A. Staffing**

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

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

1. Retain program staff to provide Program Management, Administrative support, Care Coordination/Case Management capacity. Staff capacity to deliver medication evaluations, prescribing, monitoring, and consultation shall also be included in the staffing model.
  - a. Program Management shall be provided by a staff member with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex members. The GRACE Program Manager will also manage the LEAD Program under the GRACE

umbrella. These services shall be provided by no less than 1 FTE with GRACE covering, .5 FTE and LEAD covering .5 FTE.

- b. Care Coordination services shall be provided by no less than three (3) full-time staff members qualified to work with highly complex individuals, with specialized training in behavioral health. The County prefers that these staff hold a Master's degree or higher in a behavioral health, or other relevant field. Waiver of any of the educational or professional requirements requires approval by the County and will be considered as requested by the Contractor.
- c. Additional Case Management services shall be provided by no less than one (1) full-time staff member with experience and education working with individuals with complex needs is strongly preferred. The County prefers that this staff position holds a Bachelor's degree or higher.
- d. No less than four (4) staff members must carry a full caseload of approximately 20 GRACE members each, for a total of 80 GRACE members at any given time.
- e. Medication evaluations, prescribing, monitoring, primary care bridging, and consultation services shall be provided by an ARNP qualified in the State of Washington to provide these services. Services will be offered as necessary and available, and within program budgetary restrictions. No more than a 0.8 FTE will be dedicated to the ARNP duties.
- f. Administrative assistant capacity to assist Program Manager in the everyday operations of the GRACE Program and shall be provided at a .4 FTE.

The Contractor will also fulfill the following requirements:

1. Provide administrative support sufficient to sustain the GRACE program functions.
2. Provide office space, furniture and equipment sufficient to support the GRACE Hub, co-locating with law enforcement, EMS, etc., as appropriate.
3. Provide administrative and clinical supervision of program direct service staff.
4. Work with County to modify program as necessary in response to potential changes relative to the NS ACH transformation projects, Medicaid billing opportunities, information exchange, or data collection and reporting.
5. Work with County to review GRACE budget as needed to ensure adequate funding support for costs when/if program modifications are made.
6. Update Memorandums of Understanding (MOUs) with EMS as necessary to delineate roles and responsibilities of coordination and collaborative efforts on behalf of GRACE clients, to be reviewed annually.
7. Update MOUs with Law Enforcement agencies as necessary to clarify roles and partnerships between GRACE Care Coordination staff and law enforcement officers, to be reviewed annually.
8. Develop and update, as necessary, MOUs with Spoke agencies to clarify roles and responsibilities, to be reviewed annually.

## **V. Reporting Requirements**

The Contractor shall work in collaboration with the County and the Leadership Team to identify specific metrics for GRACE program outcomes. Expected program overarching outcomes include:

1. Reduction in jail admissions/reduction in jail bed day utilization
2. Reduction in law enforcement responses
3. Reduction in EMS responses
4. Reduction in Emergency Department visits
5. Improved health conditions of GRACE members

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

the Contractor, in collaboration with the County and the Leadership Team, will review monthly utilization data collected and then begin to solidify specific metrics.

The Contractor will collect baseline data on members newly admitted to the GRACE program to include historical utilization of First Responder systems and the Emergency Department. On a monthly basis, data will be collected by individual GRACE member on current utilization of these services. The Hub organization will work closely with the County to design a reporting tool, and then submit a monthly report which will include the following data:

1. Arrests
2. Jail admissions
3. Jail bed day stays
4. First Responder calls for assistance (law enforcement and EMS)
5. Emergency Department visits

**EXHIBIT "B" – Amendment #3  
(COMPENSATION)**

- I. **Budget and Source of Funding:** The source of funding for this contract is the Whatcom County Behavioral Health Program Fund, the City of Bellingham, PeaceHealth, and the North Sound Behavioral Health Administrative Services Organization Trueblood Fund. The budget for this work is as follows:

<b>Personnel Costs</b>		
<b>Item</b>	<b>Documentation Required</b>	<b>2021 Budget</b>
Direct Service Personnel & Benefits	General Ledger (GL) Detail	\$360,590.16
Program Manager & Benefits (.5 FTE)	GL Detail	\$50,614
Admin Assistant & Benefits (.4 FTE)	GL Detail	\$19,919
<b>Total Personnel Costs:</b>		<b>\$431,123.16</b>
<b>Other Direct Costs (list):</b>		
<b>Item</b>	<b>Documentation Required</b>	<b>2021 Budget</b>
Client Service Support	Client Service Support Spreadsheet and documentation to support dispersals	\$7,000
Mileage	a. Copies of mileage records, including the name of staff member, date of travel, starting point and destination of travel, number of miles traveled, per mile reimbursement rate, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate. b.	\$4,200
Travel/Training	Receipts for fees related to registration, training, licenses, and dues. Ground transportation, parking, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates ( <a href="http://www.gsa.gov">www.gsa.gov</a> ) specific to location.	\$4,300
Occupancy	GL Detail	\$1,025
Telephone/Technology/Utilities	GL Detail	\$4,500
Program Supplies	GL Detail	\$2,950
Insurance	GL Detail	\$750
Taxes, Dues, Licenses	Receipts	\$500
Personnel + Other Direct Costs		\$456,348.16
Indirect Costs - not to exceed 11% of expenses		\$50,198.3
<b>TOTAL BUDGET:</b>		<b>\$506,546.46</b>

II. **Budget, Rates, and/or Allowable Costs:**

Indirect costs shall not exceed the federally approved indirect cost rate.

Allowable costs are those set out in the approved budget submitted by the Contractor. Costs between line items cannot exceed 10% without prior written approval from County.

During calendar year 2021, quarterly reconciliation will occur to account for Contractor reimbursement from Medicaid billings. Any costs reimbursed for these services to the Contractor will not be eligible for reimbursement through this Contract.



### **III. Invoicing**

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices including required documentation to *(include contract #)* [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.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 “D” – Amendment #3**  
**WHATCOM COUNTY CLIENT SERVICE SUPPORT GUIDELINES**

“Client Service Support funds” are funds that may be used at the discretion of the Contractor, following the policies described below, to purchase goods or services directly related to the service needs of the Contractor’s clients, when no other funding source is available. **Such goods or services must be reasonable and necessary to meet a client’s emergent service needs or contribute to the stabilization or self-sufficiency of the client.**

**Allowable Costs**

Allowable uses of client-specific expenditures of flex funds include the following:

- Clothing
- Food
- Housing/rental assistance
- Bus passes or taxi fare
- Car repairs
- Driver’s license or ID card fees
- Educational or training program registration fees
- Household supplies, including furniture
- Medications
- Health care
- Other, as approved by Whatcom County

**Limitations**

Flex fund expenditures must be within the allowable criteria established by the County, as identified above, must be based upon the service needs as documented in the client’s individual service plan, and must have no other funding available from any other source.

Flex funds distributed to any one client/GRACE member cannot exceed \$1000 per year, except with written authorization from the County. No flex fund disbursements are to be made directly to the client but rather will be made on behalf of a client.

**Documentation**

Requests for reimbursement of flex funds must include the attached form including the following:

- The person or organization funds were paid to.
- Date of transaction.
- A list of the goods and/or services purchased.
- The cost of the goods and/or services purchased.
- The initials of the client and/or unique identifying number of the client for whom the goods and/or services were purchased.
- The total amount of flex funds distributed to the client during the year.
- The service need addressed by the expenditure.
- Accompanying invoices and/or receipts.
- Evidence of administrative review of expenditures

**See Attached Form**

Contractor:		Contract:			Period:			
Whatcom County Health Department Client Service Support Fund Documentation								
Paid To *	Date	Cost	Goods/Services Purchased	Client ID	Total \$ To Client this Year	Service Need	No Other Funding Available	Administrative Review
* ATTACH RECEIPTS FOR EACH PURCHASE								



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-431

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<b>File ID:</b>	AB2020-431	<b>Version:</b>	1	<b>Status:</b>	Held In Committee
<b>File Created:</b>	09/30/2020	<b>Entered by:</b>	TAxlund@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Resolution		
<b>Assigned to:</b>	Council Public Works & Health Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Resolution affirming racism as a Public Health Crisis

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
10/06/2020	Council as the Health Board	REFERRED TO COMMITTEE	Council Committee of the Whole
10/27/2020	Council	REFERRED TO COMMITTEE	Council Public Works & Health Committee
11/10/2020	Council Public Works & Health Committee	HELD IN COMMITTEE	Council Public Works & Health Committee
11/10/2020	Council	HELD IN COMMITTEE	Council Public Works & Health Committee

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**Attachments:** Revised Resolution for 11.24.2020

PROPOSED BY: PUBLIC HEALTH ADVISORY BOARD  
INTRODUCED: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**AFFIRMING THAT RACISM IS A PUBLIC HEALTH CRISIS**

WHEREAS, even before the foundation of America's colonies, racism has existed in America. Examples of this are many, including Indigenous people being forcefully removed from ancestral homelands, familial kinship systems, natural resources, cultural ways of life, and language resulting in generational hardships including social, and economic, and political disadvantages as well as physical, psychological and spiritual trauma; and

WHEREAS, the public health community is aware that Native Americans and Alaska Natives have a higher burden of illness, injury, and premature mortality than non-Hispanic Whites; and

WHEREAS, the Black experience in America beginning with slavery, Jim Crow laws, Grandfather Clause and other violations of the 14th Amendment, redlining & other forms of housing discrimination all of which have allowed preferential opportunities for White Americans for generations while subjecting people of color to hardships, disadvantages and violence in every area of life and created a legacy of inherited trauma and economic oppression across generations; and

WHEREAS, systemic racism refers to how large-scale, political and economic forces, which are historically deep and play out over generations, result in deep-seated and often ignored social, economic, and power inequities which then shape the distribution of health risks and inequitable access to resources for health, resulting in the disparate social and spatial clustering of negative health outcomes; and

WHEREAS, throughout the history of the United States systemic racism and inequality has manifested itself by acts of discrimination and oppression directed towards Black, Indigenous and people of color (BIPOC) and their communities resulting in fear, anxiety, trauma, terror, and long-term physical and mental health impairments, as well as causing economic oppression for the targets of racism, their communities and subsequent generations; and

WHEREAS, in response to the killing of George Floyd and the unnecessary death of countless others in the same pointless fashion, people across the country have risen up to protest the historic economic, environmental, and social injustices occurring towards people of various races and ethnicities, which continues to disproportionately affect the Black community; and

WHEREAS, systemic racism has resulted in race as a social determinant of health, with persistent racial disparities in all aspects of health including housing, education, healthcare, employment, worker protections, criminal justice, climate impacts, food access, and technology, and Center for Health Progress has reported that data shows, race, income, and ZIP Code have a bigger impact on health than behavior or medical care; and

WHEREAS, BIPOC individuals and communities are disproportionately suffering in part due to long standing, unaddressed health disparities as well as systemic racism and other socioeconomic inequities, and these persistent disparities in health outcomes are not due to genetic or biological differences between the races, but to the entrenched systemic racism in American society; and

WHEREAS, BIPOC residents of Whatcom county are not immune or separate from the significant trends of health disparities that we see in national and state public health data; and

WHEREAS, the current COVID-19 pandemic has exacerbated the racial disparities within our nation's BIPOC communities ranging from health care access to risk exposure, and there is a clear correlation between maps showing rates of COVID-19 hospitalizations and neighborhoods with high social vulnerability; and

WHEREAS, lack of culturally and linguistically competent healthcare has resulted in less utilization of services and poorer health outcomes among BIPOC individuals; and National Academy of Medicine (NAM) found "racial and ethnic minorities receive lower-quality health care than white people—even when insurance status, income, age, and severity of conditions are comparable" and evidence from social psychological and health disparities research suggests that clinician–patient racial/ethnic concordance may improve minority patient health outcomes; and

WHEREAS Black women are [at least three times](#) as likely to die in childbirth as White mothers, and Black newborns are [more than twice](#) as likely to die as White newborns, a disparity that is wider today than it was in 1850 when the majority of Black Americans were enslaved, and one that is not related to the economic or educational status of the mother; and

WHEREAS, Black Americans also have higher levels of low birth weights, and Black children are more likely to endure asthma and have more severe symptoms than White children; and

WHEREAS, while the health disparities faced by indigenous and black populations are often the most reported, Whatcom county has multiple minority populations that face negative health consequences as a result of systemic racism; and

WHEREAS, racism impacts child development, and in Whatcom County only 23% of AI/AN children and only 27% of Hispanic children entering kindergarten were ready for school, as opposed to 54% of White children; and

WHEREAS, racism impacts mental health, and in Whatcom County 66% of AI/AN 10th graders, 43% of Black 10th graders and 44% of multi-racial 10th graders reported feeling depression, as opposed to 36% of White 10th graders; and

WHEREAS, racism impacts education, a determinant of health, and in Whatcom County 63% of AI/AN and 71% of Hispanic young people graduate on time, as opposed to 82% of White young people; and

WHEREAS, racism impacts economic stability, a determinant of health, with the median household income of Black families in Whatcom County being less than half of that of White or Asian families, and Multi-racial, AI/AN, and Native Hawaiian/Pacific Islanders have a median household income over \$20,000 less than White or Asian families; and

WHEREAS, disparities in health outcomes and determinants of health by race are clearly evident in Whatcom County where life expectancy for American Indian/Alaska Native populations is 69 years compared with 81 years for White population; where 2 out of 3 American Indian/Alaska Native youth experience depression compared with 1 out of 3 White youth; where median income is significantly lower for American Indian/Alaska Native, Hispanic, Black, and Multi-Racial populations than for White and Asian populations; where children who are American Indian/Alaska Native or Hispanic are half as likely to enter

kindergarten with skills needed to succeed in school and are also significantly less likely to graduate from high school on time; and

WHEREAS, a just public health system would hold all of our individual choices to the fundamental principles of social equity and public welfare that were built into the very foundation of that system. It would not permit individual bias to persist on the policy or operational level. While it would not, and could never, eliminate racial bias in individuals, it would neuter its effects, by holding each of us to the standards of equity and fairness upon which our metrics are based; and

WHEREAS, we are concerned with public policy. Policy is the province of governance. As individuals, and as representatives of our institution, we identify racism as a systemic flaw, and an enemy to the public, wherever we encounter it. We commit to evaluating and reforming our policies, our practices, and our leadership, to reflect our commitment to this mission; and

WHEREAS, the American Public Health Association, National Association of County and City Health Officials, and the American Academy of Pediatrics have declared racism as a public health crisis. The disparities caused by systemic racism that we have outlined in this resolution represent a public health crisis which affects us all.

NOW, THEREFORE BE IT RESOLVED this Health Board will advocate that Whatcom County government implement, with intent and fidelity, policies and practices that reflect a conscious effort to ensure racial equity, equity of access and service, and further to ensure the equitable treatment of all people, regardless of race or ethnicity.

Section 1. This Health Board declares that racism is a public health crisis.

Section 2. This Health Board is committed to making Whatcom County a welcoming, inclusive, and safe community for everyone. While we promote free thought and speech, we condemn racism and brutality, hate speech, bigotry, violence and prejudice in any form.

Section 3. This Health Board endorses the continued implementation and use of policies and practices for employee conduct and equitable treatment of all people and honors, by approval of this Resolution, the common humanity of all people, regardless of race or ethnicity.

Section 4. This Health Board commits to actively participating in the dismantling of systemic racism and its impacts in Whatcom County by:

- A. Implementing annual training on the following topics for all elected officials, County staff and members of boards, commissions and committees: implicit bias, trauma informed practices, and review of health disparities.
- B. Assessing and revising County department policies, procedures, and ordinances to ensure racial equity and transparency are core elements.
- C. Ensuring that hiring practices provide equitable opportunities for people of color to be employed to help ensure the diversity in our workforce represents the diversity in our community.
- D. Prioritize diversity of race within the county commissions.
- E. Supporting community efforts to amplify issues of racism and bias and engaging actively and authentically with communities of color wherever they live.
- F. Building and strengthening alliances with other organizations that are confronting racism, and encouraging other agencies to recognize racism as a crisis, including considering County membership in the Government Alliance on Race and Equity (GARE), which is a national network of local government agencies working to achieve

racial equity and advance opportunities for all. Additionally, involve community representation and input in matters of historic and continued racial injustice.

Section 5. This Health Board will continue to, through its goodwill, dialogue, and decision-making efforts and powers, evaluate and support policies that are consistent with the principles of equity of access, services, and treatment of all people regardless of race, color, or ethnicity and ensure that such policies do not perpetuate or exacerbate racial disparities within the county.

Section 6. This Health Board shall facilitate keeping data and monitoring progress on the goals set up on the resolution.

APPROVED this day of \_\_\_\_ of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY HEALTH BOARD CHAIR  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

/s/ Royce Buckingham  
Civil Deputy Prosecutor





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-508

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<b>File ID:</b>	AB2020-508	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	10/30/2020	<b>Entered by:</b>	MAamot@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Discussion		
<b>Assigned to:</b>	Council Planning and Development Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Discussion of Planning Commission recommendations to: (1) Create a citizen advisory body to address the issue of public participation in local government affairs, and (2) Consider implementing an impact fee ordinance

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of Planning Commission recommendations to: (1) Create a citizen advisory body to address the issue of public participation in local government affairs and recommend improvements, and (2) Consider implementing an impact fee ordinance pursuant to the full extent of RCW 82.02.050-.110.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Planning Commission Memo (with attachment)



## Memorandum

TO: Barry Buchanan, County Council Chair

FROM: Kelvin Barton, Planning Commission Chair

DATE: October 28, 2020

SUBJECT: Proposals from Whatcom County Planning Commission

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The following two motions passed at the Planning Commission meeting held on October 22, 2020. Council staff recommended assigning discussion of these proposals to the Council Planning and Development Committee, and we therefore submit these items for consideration of the Council.

Please have Council staff coordinate with PDS on scheduling a discussion of these motions at a future P&D Committee time amenable to the Council. We would request that meeting invitations be sent to all Planning Commissioners when such discussions are scheduled. Audio recording of the PC discussion of these motions can be found [here](#).

### **1) Public Participation Proposal Motion**

*The Planning Commission urges the Whatcom County Council to create a citizen advisory body to address the issue of public participation in our local government and recommend improvements. Here is a partial list of topics we hope this advisory body would address:*

- *Effectiveness of traditional methods of "notice" in light of the changing ways individual's access news and information.*
- *Needs and opportunities for public education on the issues addressed by local government so that citizens can be more effective in their participation.*
- *The use of remote meeting technologies to increase ease of participation beyond the current public health crisis.*
- *The mechanics of navigating and accessing policy and legislation on the county website.*
- *The public comment process and accessibility.*
- *Evaluation of all public participation processes and procedures through an equity lens.*

The motion carried with the following vote: Ayes-Bartel, Barton, Deshmane, Hansen, Jackson, Lund, Maberry, McClendon, Mocer; (Ayes 9; Nays-0; Abstain-0)

### **2) Impact Fee Proposal Motion**

*To provide better equity for county tax payers and to reduce a financial incentive to rural development: The Planning Commission recommends that the County consider implementing an impact fee ordinance pursuant to the full extent of RCW 82.02.050-.110*

The motion carried with the following vote: Ayes-Bartel, Deshmane, Hansen, Lund, McClendon Nays- Barton, Jackson, Maberry, Mocer; (Ayes-5; Nays-4; Abstain-0)

### **Attachments:**

Impact Fee Discussion Memorandum 10/12/20

**WHATCOM COUNTY**

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



**Mark Personius**  
Director

## Memorandum

October 21, 2020

TO: The Whatcom County Planning Commission  
FROM: Matt Aamot, Senior Planner  
THROUGH: Mark Personius, Director  
RE: Impact Fee Discussion

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The Planning Commission indicated that they wanted to discuss impact fees at the October 22, 2020 meeting. The Growth Management Act (GMA) authorizes counties and cities to impose impact fees on development, if certain conditions are met (RCW 82.02.050 - .110). State law also authorizes other methods of collecting development mitigation fees.

### **I. Development Mitigation Fees**

#### **A. How can mitigation fees be imposed on development?**

There are several methods local jurisdictions may use to require mitigation fees from development:

- Impact fees
- Voluntary Agreements
- SEPA conditions (mitigation)

Whatcom County has never adopted impact fees. Voluntary agreements and SEPA mitigation have been used, on a case-by-case basis, in the context of the permitting process.

#### **B. What's the difference between impact fees and other mitigation fees?**

The primary differences between impact fees, voluntary agreements, and SEPA conditions are shown in the chart below.

	<b>GMA Impact Fees</b>	<b>Voluntary Agreements</b>	<b>SEPA Conditions</b>
1. <b><u>Authority</u></b>	<a href="#">RCW 82.02.050 - .110</a>	<a href="#">RCW 82.02.020</a>	<a href="#">RCW 43.21C.060</a> and <a href="#">.065</a>  WAC 197-11-350 and 768  WCC 16.08.160
2. <b><u>Local Ordinance:</u></b> Does collection of fees require a County and/or City Ordinance?	Yes  RCW 82.02.050(1)(b) and .060	No	No
3. <b><u>Facilities in CFP:</u></b> Can fees only be used for capital facilities listed in the County or City comp plan?	Yes  RCW 82.02.050(4) and .070(2)	No  But fees must be used for capital improvements agreed upon by the local government entity and the developer.	Yes  RCW 43.21C.060
4. <b><u>Imposed on all Development:</u></b>  Can fees be collected on all developments that create additional demand and need for public facilities?	Yes  RCW 82.02.050(2) and .090(1)	Probably (under state law)  However, pursuant to WCC 20.80.212, a concurrency letter is only required for subdivisions (typically 5 or more lots), commercial developments, and conditional use permits.	No  Cannot collect fees for development that is exempt from SEPA Review  (e.g. a new house on existing lot).
5. <b><u>Time Limits:</u></b>  Time limits for expending fees?	10 years  RCW 82.02.070(3)(a) and .080(1)	5 years  RCW 82.02.020(2)	None
6. <b><u>Fees Only:</u></b>  Can fees cover the full cost of public facilities?	No  RCW 82.02.050(2)	Statute does not specify	Statute does not specify
7. <b><u>Compliance with GMA:</u></b>  Can a jurisdiction collect fees if out of compliance with GMA?	No  RCW 82.02.050(5)	Yes	Yes

## **II. Impact Fees**

The remainder of this memo will address GMA “impact fees” and will not address voluntary agreements or SEPA conditions.

### **A. What’s the purpose of impact fees?**

Pursuant to RCW 82.02.050(1), the intent of the state legislature in authorizing local governments to adopt impact fees is:

To ensure that adequate facilities are available to serve new growth and development;

To promote orderly growth and development by establishing standards by which counties, cities, and towns may require, by ordinance, that new growth and development pay a proportionate share of the cost of new facilities needed to serve new growth and development; and

To ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.

### **B. Are local governments required to adopt impact fees?**

Local governments are authorized to adopt impact fees but are not required to adopt such fees.

### **C. What can impact fees be used for?**

Pursuant to RCW 82.02.050(2), impact fees can be used for “public facilities.” RCW 82.02.090(7) defines public facilities as:

- Public streets and roads;
- Publicly owned parks, open space, and recreation facilities;
- School facilities; and
- Fire protection facilities.

### **D. Can impact fees be used for road maintenance?**

The MRSC website states “. . . Since impact fees are restricted to capital facilities, they cannot be used to fund transportation studies or operating and maintenance costs. . .”

### **E. How are impact fees adopted?**

Pursuant to RCW 82.02.060, impact fees can only be imposed through a locally adopted ordinance (in our case, by the Whatcom County Council).

### **F. Are there other impact fee requirements?**

Impact fees can only be spent on public facilities that are in the capital facilities element of the Comprehensive Plan (RCW 82.02.050(5)). Additionally, impact fees

cannot exceed the development's "proportionate share" of public facility improvement costs (RCW 82.02.050(4)).

The impact fee ordinance must include a schedule of impact fees for each type of development that is subject to impact fees, specifying the amount of the impact fee to be imposed. The schedule must be based upon a formula or other method of calculating such impact fees (RCW 82.02.060(1)).

#### **G. What cities in Whatcom County have impact fees?**

Staff contacted the city planners in October 2020 to determine the impact fees that are collected by each city. Their responses are shown in the chart below.

City	Streets/Roads	Parks/Recreation	Schools	Fire Protection
Bellingham	✓	✓	✓	
Blaine	✓	✓		
Everson	✓ (in part of the city)	✓		
Ferndale	✓	✓	✓	
Lynden	✓	✓		✓
Nooksack	✓ (in part of the city)			
Sumas				
TOTAL	6	5	2	1

#### **H. What other counties in northwest Washington have impact fees?**

The following counties in our area impose impact fees:

- [Skagit](#): School
- [Snohomish](#): Traffic, park, and school
- Island: None
- San Juan: None

#### **I. How much are fees and development costs in other jurisdictions?**

The City of Bellingham issued a memo entitled "[2014 Comparative Fees and Costs for a New Single Family Residence](#)" (February 20, 2015). This memo compared impact fee and other development fees and costs for Bellingham, Blaine, Ferndale, Lynden, and Whatcom County. At that time, total impact fees for these cities ranged from \$1,770 to \$8,569 for a generic 2,500 square foot house with a 400 square foot garage (p. 7). As previously mentioned, Whatcom County has never adopted impact fees. The "Low Range (Baseline) Fee and Development Costs" analysis, with permit fees, water costs, and sewage costs (Table 1, p. 7) calculated total fees/costs as follows:

- Blaine: \$14,824
- Whatcom County: \$17,537
- Lynden: \$ 17,818
- Ferndale: \$21,905
- Bellingham: \$24,705.

However, the memo indicates that water and on-site sewage system costs in unincorporated areas can vary widely, bringing up overall development costs in the County (pp. 4-5).

The City of Bellingham prepared a [Comparison of 2019-2020 TIF Base Rates in 74 Cities and 5 Counties in Western Washington](#) (November 2019) and found:

- The average transportation impact fee (TIF) for the 74 cities and 5 counties surveyed was \$4,363 per p.m. peak hour trip.
- Transportation impact fees for the 5 counties surveyed ranged from \$700 to \$4,479 per p.m. peak hour trip. The counties are: Clark, Kitsap, Pierce, Snohomish, and Thurston.
- Bellingham's transportation impact fee is \$2,025 per p.m. peak hour trip in 2020. Because different development types generate different amounts of peak hour trips, the impact fees vary by land use. For example, Bellingham's TIF is \$2,907 for a single family house and ranges between \$1,116 and \$1,644 per multifamily dwelling unit (depending on the overall size of the development).

#### **J. Would impact fees affect housing prices?**

The State Department of Commerce issued a document entitled [Housing Memorandum: Issues Affecting Housing Availability and Affordability](#) in June 2019. This document includes a section called "Impact Fees: Research and Consensus" that generally addresses the how impact fees affect housing costs (pp. 64-65). This section states that "Impact fees verifiably lead to higher housing costs" but also indicates that "Increases in housing cost usually are due to households valuing housing more with new infrastructure than with older infrastructure" (p. 65).

#### **K. Can low-income housing projects be exempted from impact fees?**

RCW 82.02.060(2) and (3) provide the option for local governments to exempt low-income housing projects from part or all of the impact fees.

#### **L. Would a consultant be needed to develop an impact fee ordinance?**

Because of the complexity and time-consuming nature of developing an impact fee ordinance, and related information, the County would likely request consulting services to assist with the project.

#### **M. Informational Resources**

- MRSC [website](#) relating to impact fees
- City of Bellingham [website](#) relating to Transportation Impact Fees



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-219

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<b>File ID:</b>	AB2020-219	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	05/13/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Discussion		
<b>Assigned to:</b>	Council Committee of the Whole			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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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)

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## HISTORY OF LEGISLATIVE FILE

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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	
09/15/2020	Council Committee of the Whole	DISCUSSED	
09/29/2020	Council Committee of the Whole	DISCUSSED	
10/13/2020	Council Committee of the Whole	DISCUSSED	
10/27/2020	Council Committee of the Whole	DISCUSSED	
11/10/2020	Council Committee of the Whole	DISCUSSED	





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-484

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<b>File ID:</b>	AB2020-484	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	10/26/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Discussion		
<b>Assigned to:</b>	Council Committee of the Whole			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Discussion of the County Executive's recommended 2021-2022 Biennium Budget

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of the County Executive's recommended 2021-2022 Biennium Budget

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
10/29/2020	Council (Special)	DISCUSSED	
11/05/2020	Council (Special)	DISCUSSED	
11/12/2020	Council (Special)	DISCUSSED AND MOTION(S) APPROVED	

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**Attachments:** Link to Executive's Recommended 2021-2022 Budget

The complete recommended budget, including the County Executive's budget message, can be found [here](#).



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-345

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<b>File ID:</b>	AB2020-345	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	08/19/2020	<b>Entered by:</b>	MAamot@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Discussion		
<b>Assigned to:</b>	Council Committee of the Whole	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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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.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
09/15/2020	Council Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	
09/29/2020	Council Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	
10/13/2020	Council Committee of the Whole	DISCUSSED	
10/20/2020	Council (Special)	DISCUSSED AND MOTION(S) APPROVED	

10/27/2020	Council Committee of the Whole	DISCUSSED
10/28/2020	Council (Special)	DISCUSSED AND MOTION(S) APPROVED
11/17/2020	Council (Special)	DISCUSSED

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**Attachments:** Staff Memo, Planning Commission Recommendations, Exhibit A (Comp Plan Amendments), Exhibits B - D (Code Amendments), Planning Commissioner Minority Opinion, PDS Issues for Industry/Environmental Work Group, Link to Cherry Point Public Comments, Joint Stakeholder Proposed Revisions 10.21.2020, Stakeholder Jointly Proposed Revisions (2) 10.28.2020, Browne Comments (3) 10.28.2020

**WHATCOM COUNTY**

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



**Mark Personius**  
Director

## Memorandum

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)

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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"> <li>• 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</li> <li>• 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.</li> </ul>

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"> <li>Sets specific thresholds defining what constitutes an "expansion" that requires a conditional use permit.</li> <li>Inserts a clause that "If a conditional use permit is obtained, the baseline for determining the cumulative increase is reset."</li> <li>Modifies the conditional use permit approval criteria.</li> </ul>
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"> <li>RCW 70.94 (Washington Clean Air Act)</li> <li>RCW 70.235 (Limiting Greenhouse Gas Emissions)</li> <li>WAC 173-441 (Reporting of Emissions of Greenhouse Gases)</li> <li>WAC 173-442 (Clean Air Rule)</li> <li>WAC 173-485 (Petroleum Refinery Greenhouse Gas Emission Requirements)</li> <li>Directive of the Governor 19-18</li> <li>Proposed New WAC 173-445 WAC (Greenhouse Gas Assessment for Projects) – to be adopted by September 1, 2021</li> </ul>

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"> <li>• RCW 88.40 (Transport of Petroleum Products – Financial Responsibility)</li> <li>• WAC 480-62-300(2) (Railroad Companies – Operations)</li> </ul>

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**

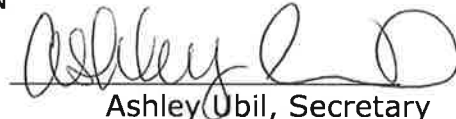
Based upon the above findings and conclusions, the Planning Commission recommends:

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 Mocerri.

# 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).<sup>1</sup>~~

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).

<sup>1</sup> 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

or in writing with the responsible federal, state or other agency with jurisdiction and environmental expertise and may expressly defer to that agency. The County shall base or condition its project decision on compliance with these other existing regulations, rules, laws, or adopted enforceable plans. The County need shall not so defer if such regulations did not anticipate or are otherwise inadequate to address a particular impact of a project.

Rationale for Changes (shown with highlighting): The replacement language above (the 2<sup>nd</sup> and 3<sup>rd</sup> sentences) is taken from the State SEPA rules (WAC 197-11-158(4)) to better reflect these State rules.

## F. Specific Environmental Policies

### 1. Air Quality and Climate:

a. Air pollution can be damaging to human health, plants and animals, visibility, aesthetics, and the overall quality of life. Mitigation of ~~criteria~~ pollutant impacts will normally be the subject of air permits required by the Northwest Clean Air Agency (NWCAA) and/or State Department of Ecology (DOE) and no further mitigation by the County shall be required. However, where a project being reviewed by the County generates public nuisance impacts, ~~or~~ odors or greenhouse gas emissions impacts not addressed through the regulations of NWCAA or DOE, the County may require mitigation under SEPA.

Rationale for Changes (shown with highlighting): Criteria pollutants are specific types of pollutants identified in the Federal Clean Air Act. The NWCAA addresses a wider variety of pollutants. Additionally, the State Department of Ecology may require a "Prevention of Significant Deterioration" permit for certain industrial sources of air pollution (e.g. refineries). Using the term "public" nuisance in the text 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.

b. Climate change is resulting in increased temperatures, reduced summertime snowpack, reduced stream flows and increased stream temperatures, more intense storms with increased potential for flooding and damage to roads, dikes and critical infrastructure such as water and waste treatment facilities. While climate change is a global phenomenon, it is the policy of Whatcom County to do its fair share to reduce local emissions and to ensure that projects with a likelihood of more than a moderate adverse impact on air quality and climate that may be authorized by the County address greenhouse gas emissions impacts. Mitigation may be achieved through the provisions contained in County land use and development regulations or through the State Environmental Policy Act where land use code provisions do not address mitigation of greenhouse gas emissions impacts.

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. GHG mitigation through SEPA is addressed below.

i. Greenhouse Gas Emissions – Fossil Fuel Facilities and Fossil Fuel Transshipment Facilities: The following policies shall apply to fossil fuel facilities and fossil fuel transshipment facilities.

(a) Emissions Calculated: The SEPA Responsible Official may require mitigation for greenhouse gas emissions of fossil fuel facilities and fossil fuel transshipment facilities, as calculated consistent with the 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.

## 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.

310

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.

322

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.

504

505 .070 New renewable fuel refineries or renewable fuel transshipment facilities, except that new piers, docks, or wharves in the  
506 Cherry Point Industrial District are prohibited.

507

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).

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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.

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515 .071 Expansion of existing legal renewable fuel refineries or renewable fuel transshipment facilities, provided that the  
516 expansion is for renewable fuels only.

517

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).

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520

521 .081 Freight railroad switching yards and terminals, excluding uses addressed in .059.

522 .082 Marine port facilities, excluding uses addressed in .059, and excluding new piers, docks, or wharves.

523 .085 Type I solid waste handling facilities.

524 .086 Type II solid waste handling facilities.

## 525 **20.68.100 Accessory uses.**

526 .101 Employee recreation facilities and play areas.

527 .102 Restaurants, cafes and cafeterias operated primarily for the convenience of employees, clients and customers of the  
528 district.

529 .103 Temporary buildings for construction purposes for a period not to exceed the duration of such construction.

530 .104 When auxiliary to a principally permitted use: electric utility facilities; substations; generating plants, if less than 50  
531 megawatt (MW) net plant capability; gas works; sewage disposal facilities; solid waste landfills and incinerators.

532 .105 Other accessory uses and buildings, including security services, customarily appurtenant to a principally permitted use.

533 .106 On-site treatment and storage facilities for hazardous wastes associated with outright permitted uses or approved  
534 conditional uses subject to the most current siting criteria under Chapter 173-303 WAC.

535 .107 Mini-day care centers, and day care centers operated by, maintained by or funded by business in the district for the  
536 purpose of serving the child care needs of employees whose place of employment lies within this zone district.

537 .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.~~

638  
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].~~

704  
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-  
CO<sub>2</sub>) "is a measure, in dollars, of the long-term damage done by a ton of carbon dioxide  
(CO<sub>2</sub>) 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 CO<sub>2</sub> 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).



996 **20.74.110 Change of Use**

997 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  
998 change of use permit is required to document a change of use, even where no alterations are planned or required by the code.  
999 This shall be processed as a Type I permit in Chapter 22.05 WCC. The new use shall ensure:

1000 (1) Applicable building and construction codes are met per Title 15;

1001 (2) Consistency with the requirements of the CP Industrial District, Chapter 20.74, and base zone; and

1002 (3) Transportation concurrency requirements are met per Chapter 20.78;

1003 Discussion/Notes: Change of Use Provisions. Focus is on consistency with the CP district where this permit  
1004 applies;

1005 Rationale for Changes (shown with highlighting): On January 30, 2020, the Planning  
1006 Commission passed a motion to delete the proposed change of use provisions above.  
1007 Concerns have been expressed relating to the potential conversion of an existing  
1008 refinery/transshipment facility into a crude oil transshipment facility (e.g. see Resolution  
1009 2019-037). The Planning Commission language for proposed WCC 20.68.153 addresses  
1010 this potential situation by requiring a conditional use permit if shipping capacity of  
unrefined fossil fuels were to increase over a certain level.

1011 **20.74.115 Change of Use of Renewable Fuels Facilities.**

1012 A change of use of a Renewable Fuel Refinery or Renewable Fuel Transshipment Facilities to a fossil fuel facility inside the  
1013 boundary of an existing legal fossil fuel refinery requires a conditional use permit subject to WCC 20.68.153. Other changes  
1014 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](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).



1273 **20.97.350.3 Renewable Fuel Refinery**

1274 A “Renewable Fuel Refinery” means a facility that processes or produces renewable fuels. This definition excludes Small  
1275 Fossil or Renewable Storage and Distribution Facilities.

1276  
1277 **20.97.350.4 Renewable Fuel Transshipment Facilities.**

1278  
1279 “Renewable Fuel Transshipment Facility” is a facility engaging primarily in the process of off-loading renewable fuel from  
1280 one transportation method (such as a ship, truck, or railcar) and loading it onto another transportation method for the  
1281 purposes of transporting the renewable fuel into and out of Whatcom County. This definition shall include bulk storage or  
1282 transfer facilities for the shipment of renewable fuels without refining or consuming within the Cherry Point Industrial  
1283 District and shall exclude Small Renewable Storage and Distribution Facilities.

1284  
1285 Rationale for Changes (shown with highlighting): On August 13, 2020, the  
1286 Planning Commission approved a motion to insert a new definition of  
1287 Renewable Fuel Transshipment Facilities (it was previously combined with the  
1288 definition of Fossil Fuel Transshipment Facilities).

1289  
1290  
1291 **20.97.425.1 Small Fossil or Renewable Fuel Storage and Distribution Facilities**

1292 “Small Fossil or Renewable Fuel Storage and Distribution Facilities” means:

1293 (1) Equipment and buildings used for purposes of direct sale or distribution to consumers of fossil fuels or renewable fuels, or  
1294 (2) Accessory equipment that supplies fossil fuels or renewable fuels to an onsite allowed commercial or industrial operation,  
1295 and that does not meet the definitions of fossil-fuel refinery, renewable fuel refinery, or fossil or renewable fuel  
1296 transshipment facilities.

1297  
1298 Rationale for Changes (shown with highlighting): Buildings may also be needed at  
1299 small scale facilities.

1300 **20.97.434.1 Technical committee.**

1301 “Technical committee” or “technical review committee” means the designated representatives of the Whatcom County  
1302 Planning and Development Services Director, who shall act as chairperson, the Whatcom County Public Works Director, and  
1303 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))
<b>Type I Applications (Administrative Decision with No Public Notice or Hearing)</b>									
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
<b>Type II Applications (Administrative Decision with Public Notice; No Public Hearing)</b>									
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
<b>Type III Applications (Hearing Examiner Decision with Public Notice and Public Hearing)</b>									
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	
<b>Type IV Applications (County Council Decision with Public Notice and Public Hearing)</b>									
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 – 5<sup>th</sup> 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



**From:** [Dana Brown-Davis](#)  
**To:** ["Barry Buchanan \(BBuchana@co.whatcom.wa.us\)" \(BBuchana@co.whatcom.wa.us\)](#); [Ben Elenbaas](#); [Carol Frazey](#); [Kathy Kershner](#); [Rud Browne](#); [Todd Donovan](#); [Tyler Byrd](#)  
**Subject:** Cherry Point Amendments - PDS Issues for Industry/Environmental Work Group  
**Date:** Monday, October 05, 2020 3:44:00 PM

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I just saw that Matt's email did not go to you all, so forwarding to you.

I will send a separate email with proposed dates for a work session.

Dana

---

**From:** Matt Aamot  
**Sent:** Wednesday, September 30, 2020 2:27 PM  
**To:** Dana Brown-Davis <DBrown@co.whatcom.wa.us>  
**Cc:** Mark Personius <MPersoni@co.whatcom.wa.us>; Nick Smith <NSmith@co.whatcom.wa.us>  
**Subject:** Cherry Point Amendments - PDS Issues for Industry/Environmental Work Group

Hi Dana:

PDS raised three issues @ Council Committee of the Whole yesterday. Below, we set forth in more detail the issues we would like the Industry/Environmental Work Group to consider:

- Clarify Definition of Fossil Fuel Transshipment Facilities - Are the existing rail and pier facilities associated with the refineries considered "Fossil Fuel Transshipment Facilities" under proposed WCC 20.97.160.3? If a refinery takes in crude oil, refines it on-site, and ships out refined product, are the related shipping facilities "Transshipment Facilities" under the proposed code? Or are transshipment facilities limited to facilities that take in fossil fuels (e.g. crude oil, propane, butane, etc.) and ship them out in essentially the same form?
- Definition of Facility Emissions – The Planning Commission moved the originally proposed definition of "Facility Emissions" to SEPA code and modified it (proposed WCC 16.08.175(C)). If Council restores the original definition of "Facility Emissions" in the Zoning Code (WCC 20.97.124.1), as proposed by a councilmember, there will be two different definitions.
- Change of Use – A councilmember is proposing to restore the "Change of Use" provisions (proposed WCC 20.74.110). We would ask the Work Group to consider:
  - To what extent will the County regulate different liquids or

substances that are shipped in, stored in tanks, processed on site, and/or shipped out under the change of use provisions? What constitutes a change of use? If 5%, 10%, 25%, 50%, or some other percentage of the liquids or substances is changed?

- How these provisions fit with the regular zoning scheme of permitted uses, conditional uses, and prohibited uses. For example, proposed WCC 20.74.110 requires a Type I change of use permit application. If a use is listed as a conditional use (Type III application), would the applicant have to obtain both permits? What if a Type I permit application, such as a building permit, is already required? Does the proponent also need to submit a Type I change of use application?

Matt

[Link to Cherry Point Public Comments](#)

# Cherry Point Amendments Joint-Stakeholder Revisions

Requesting consideration by Whatcom County Council on October 20th, 2020, authorized representatives of the following parties have agreed that our respective interests would be served by revising the Planning Commission's Aug 13<sup>th</sup> draft of Cherry Point Amendments as shown below:

**RE Sources, Stand, Washington Environmental Council**

**bp, Phillips 66, Petrogas**

**Laborers International Union of North America (LIUNA)- local 292**

These revisions aim to address facility use changes that could be identified as conditional uses or prohibited uses. In the Aug 13<sup>th</sup> draft code amendments, the definition of the term "Change of Use" in WCC 20.97.052.1 does not meaningfully align with the term's apparent purpose in the two clauses where it appears. We are proposing to remove the term from these code amendments, and address its purpose through an alternative approach. Our collective request for these revisions to the draft amendments should not be construed as support for adopting the amendments into county code, nor does it indicate the full extent of revisions that respective parties would like to see.

## Key:

Council-proposed amendments

Planning Commission-proposed revisions

Stakeholder-proposed additions and deletions

Unconfirmed edits for consideration

Current unamended Whatcom County Code

Commentary or explanation

## Additions:

### **20.68.050 Permitted Uses [Heavy Impact Industrial District]**

20.68.068 Existing Fossil Fuel Refineries, Fossil Fuel Transshipment Facilities, renewable fuel refineries, renewable fuel transshipment facilities, piers and docks legally established as of [XXX effective date of ordinance], provided that when a permit is sought for a project proposed within or attached to a facility of such classification, the applicant must disclose any capacity changes defined under WCC 20.68.153 to the county permitting authorities. ~~Permitted~~ provided that a conditional use permit is not required by WCC 20.68.153, permitted uses including repairs, improvements, maintenance, modifications, remodeling or other changes including but not limited to the following:

[numerated 1 – 22]

Note: Per proposed WCC 20.68.153, conditional use permits will be required when certain cumulative capacity increases occur at a fossil fuel refinery or a fossil fuel transshipment facility. To measure baselines and track cumulative increases, beginning with the first land use permit sought after the effective date of the amended rule, a permittee shall provide the following information and update the information provided upon every subsequent land use permit application:

- Types of fuels or feedstock<sup>1</sup>
- Mode of shipment<sup>2</sup>
- Maximum transshipment capacity<sup>3</sup>
- Maximum atmospheric crude distillation capacity<sup>4</sup>

## 20.68.150 Conditional Uses

The following uses require a conditional use permit in the HII Zoning District

.153 Expansion of existing legal Fossil Fuel Refineries or expansion of existing legal Fossil 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 applicable 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 ~~it's the~~ maximum transshipment capacity ~~of the facility~~ by more than 10,000 barrels (or 420,000 gallons) per day.
- C. Cumulatively increases ~~it's the~~ maximum transshipment capacity of unrefined fossil fuels from the facility by more than 10,000 barrels (or 420,000 gallons) per day.

Determination of "maximum transshipment capacity" under this WCC 20.68.153, shall be the maximum capacity resulting from an evaluation by a licensed professional engineer of the facility's storage, transfer, or shipment capacities and which may include, or be solely based on, other transshipment limitations that can be demonstrated by the applicant.<sup>5</sup>

If a conditional use permit is obtained, the baseline for determining the cumulative increases is reset.

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;

---

<sup>1</sup> Disclosures cannot include trade secrets, i.e. locational origin of feedstock sources.

<sup>2</sup> Shipment mode categorized generally i.e. tanker, barge, truck, unit train, etc.

<sup>3</sup> This term is defined in the Aug 13<sup>th</sup> draft code and disclosed calculations may incorporate the throughput and capacity of multiple fuel production units.

<sup>4</sup> a definition of "maximum transshipment capacity" has been discussed by stakeholders but have not reached full consensus.

<sup>5</sup> Petrogas proposed this definition. Particularly, "be solely based upon" raised concerns for Stand.

(3) The applicant has documented to the satisfaction of the County decision maker all of the anticipated types, and volumes of substances to be processed, stored, or transferred in bulk at the facility, the maximum transshipment capacity or the maximum atmospheric crude distillation capacity (as applicable), and the mode of shipment vessels to be loaded or unloaded at the facility. The permit shall be limited exclusively to those types and volumes of materials or products as documented and approved.

(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) Plans for stormwater and wastewater releases have been approved.

(8) 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 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) The permittee must inform the county permitting authorities of a change in the aforementioned disclosures so that the department can document current capacity levels to ensure that the cumulative thresholds under 20.68.153 have not been exceeded.<sup>6</sup>

## **20.68.200 Prohibited Uses**

.205. New Fossil Fuel Transshipment Facilities; provided that, the following uses of facilities are not prohibited: (i) inter-refinery shipments of refined products and intermediate materials such as unfinished oils and blendstocks, (ii) transferring petroleum products Fossil Fuels during emergency scenarios where contingencies require petroleum products Fossil Fuels to be moved, and (iii) necessary petroleum product Fossil Fuels transfers during turn-arounds or maintenance periods, including bulk storage or transfer facilities for fossil fuels [XXX effective date].

Note: We believe this change would satisfy the concerns expressed by Councilmembers about this provision without functionally changing the intended effect of this provision. As we understand it, any project that meets the codified definition of "New Fossil Fuel Transshipment Facilities" would be prohibited outright, regardless of the three identified activities, but this language serves to clarify that facilities which do not meet that definition would not be prohibited from engaging in these activities to the extent that they do not meet the definition specified in draft WCC 20.97.160.3.

<sup>6</sup> Criteria (10) could be moved to fit within criteria (3) and/or be duplicated to be clear as to which aforementioned disclosures are the permittee's responsibility to update the county on changes to after approval of a CUP.

We suggest this change on the condition that satisfactory definitions of "refined products and intermediate materials" be added, which we will submit accordingly if this suggestion is accepted by Council.

"Intermediate Materials" refers to refined or partially refined products that are produced at a refinery by processing crude oil and other petroleum-based feedstocks that can be further processed to produce refined products or other blending components.

We are recommending the term "Fossil Fuels" in place of "petroleum products" in 20.68.205 because a specific definition for Fossil Fuels is already in place within the draft amendments proposal, WCC 20.97.160.2. This definition may also warrant revisions to ensure the intended meaning is appropriately captured. Stakeholders discussed possible changes but have not yet reached consensus. Other definitions may also be worth revisiting in addition to the one below.

## **Definitions**

### 20.97.160.4 Fossil-Fuel Refinery

A "Fossil-Fuel Refinery" ~~means is~~ a facility that receives and converts ~~crude oil~~ Fossil Fuels into products including but not limited to gasoline, distillates such as diesel fuel and heating oil, jet fuel, petrochemical feedstocks, waxes, lubricating oils, intermediate materials and asphalt. ~~Activities that support refineries~~ Fossil Fuel Refinery facility uses include but are not limited to: bulk storage, manufacturing, or processing of fossil fuels, intermediate materials or byproducts, and shipment of those processed materials to downstream customers. This definition excludes Small Fossil or Renewable Storage and Distribution Facilities.

## **Deletions or substitutions of "Change of Use" terminology:**

SEPA Chapter: 16.08.090 Environmental checklist

E. ... "For any proposed ~~change of use or~~ expansion of facilities ~~pursuant to and in accordance with WCC 20.68.153~~ 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." ...

### 20.97.052.1 Change of Use [definition]

~~"Change of use" means when a building or occupancy is altered or replaced, for example from manufacturing to office.~~

### 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.~~

Note: 20.74.115 would be inoperable as written and otherwise redundant to retain. Existing Fossil Fuel Refineries would already be required to obtain CUPs for increasing their capacity to refine crude oil. It should be clear that a standalone Renewable Fuel facility could not change its use to what is barred in 20.68.200 for new facilities. If that meaning is not unequivocal enough with the above additions included, it should be further clarified in the Prohibited Use section that any existing facility cannot alter itself in such a way that it meets the definition of a new prohibited facility. Moreover, there is no generalized definition of “fossil fuel facilities” in the code, and this clause appears to imply that a Renewable Fuel Refinery or a Renewable Fuel Transshipment Facility could exist separately within the boundary of a Fossil Fuel Refinery, which further convolutes the defined construct of a Refinery being defined as a singular facility containing various interrelated structural units within its complex.

We’ve sought to remove ambiguities and equivocations of the term “facility” throughout the code amendments to distinguish a cohesive intended meaning. To that end, we have made a point to capitalize all terms that correspond to codified definitions. Any such instance where a specifically defined term is uncapitalized should be understood as an error to be corrected.



October 28<sup>th</sup>, 2020

## Cherry Point Stakeholder Jointly Proposed Revisions:

### 20.74.055 Prohibited uses. [Cherry Point Industrial District]

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:

(1) New piers, docks, or wharves.

(2) Conversion of Renewable Fuel Refinery or Renewable Fuel Transshipment Facilities to fossil-fuel facilities Fossil Fuel Refinery or Fossil Fuel Transshipment Facilities is prohibited, except as allowed under WCC 20.74.115 and WCC 20.68.153.

...

### ~~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.~~

## Add Definition:

### 20.97.160.x Intermediate Materials:

"Intermediate Materials" refers to refined or partially refined fossil fuel products that are produced at a refinery by processing crude oil and other petroleum-based feedstocks that can be further processed to produce refined products or other blending components. Under this definition, feedstocks such as "topped crude" are not intermediate materials.

UPDATED

Councilmember Browne's Cherry point comments. Updated October 28

## **20.68.150**

Line 551

.153 Expansion of existing legal Fossil or renewable Fuel 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 applicable 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 its maximum transshipment capacity by more than 10,000 barrels (or 420,000 gallons) per day; or

C. Cumulatively increases its maximum transshipment capacity of unrefined fossil fuels from the facility by more than 10,000 barrels (or 420,000 gallons) per day.

D. Could result in any increase of crude oil-by-rail shipments beyond which has been previously approved

If a conditional use permit is obtained, the baseline for determining the cumulative increases is reset.

## **20.88.100 Major project permits.**

.110 All major developments shall, prior to any construction, obtain 1030 a major project permit.

.120 A major project permit will be required for mitigation banks proposed in accordance with the provisions of Chapter 16.16 WCC and for any proposed development that meets any two of the following conditions:

- Cost (estimated construction cost exclusive of land value) \$5,000,000
- 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
- Could result in any increase of crude oil-by-rail shipments beyond which has been previously approved



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2020-105

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<b>File ID:</b>	MIN2020-105	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	10/30/2020	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Committee of the Whole Executive Session for October 27, 2020

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:

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**Attachments:** Draft Minutes Committee of the Whole Exec Oct 27 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 - ENDS NO LATER THAN 9:15 A.M.**

**Tuesday, October 27, 2020**

**8:45 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 8:45 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**

**Attorney Present: Brandon Waldron.**

Buchanan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.110(1)(i)(i-ii). Executive session will conclude no later than 9:15 a.m. If the meeting extends beyond the stated conclusion time, Council staff will make a public announcement.

***Byrd moved*** to go into executive session until no later than 9:15 a.m. to discuss the agenda items pursuant to the RCW citations as announced by the Council Chair. The motion was seconded by Browne.

The motion carried by the following vote:

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

**Nay:** 0

1. [AB2020-440](#) Discussion of pending litigation with Civil Deputy Prosecutor Brandon Waldron: proposed resolution of investigation of WCSO & WC Jail for alleged violations of Title II of the ADA; No. USAO #2019v00360, DJ #204-82-312 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)(i-ii)]

At 9:28 a.m., Council staff announced that the next committee will begin no later than 9:35 a.m.

At 9:34 a.m., Council staff announced that the next committee will begin no later than 9:40 a.m.

**This agenda item was DISCUSSED.**

### **Items Added by Revision**

There were no agenda items added by revision.

### **Other Business**

There was no other business.

**Adjournment**

The meeting adjourned at 9:34 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WA

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, Council Chair

\_\_\_\_\_  
Kristi Felbinger, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2020-108

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<b>File ID:</b>	MIN2020-108	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/04/2020	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Committee of the Whole for October 27, 2020

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:

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**Attachments:** Draft Minutes Committee of the Whole Oct 27 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 EARLY; ENDS NO LATER  
THAN 5 P.M.**

**Tuesday, October 27, 2020**

**3:10 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**

## **Roll Call**

**Present:** 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

**Absent:** None

## **Committee Discussion**

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

Erika Lautenbach, Health Department Director, updated the Councilmembers on the following:

- Lower rates of COVID-19 cases in Whatcom County compared to the rates nation-wide but continued spread among households and social gatherings
- The outbreak at the Highlands Long Term Care Facility and that it has stabilized
- Most new COVID-19 cases being seen in the under 40 age group
- A meeting with the federal delegation about continuation of CARES Act funding for next year
- State plans for a COVID-19 vaccine
- An update in two weeks about efforts around behavioral and mental health in our community

Frazey thanked Lautenbach and her team and Elenbaas explained why the proposed updates to the Public Health Advisory Board (PHAB) Resolution about Racism are not yet ready.

Lautenbach and Tyler Schroeder, Executive's Office, answered questions about the "DOH CARES Act \$4.5 M Spending Plan," as presented on packet page 334, what the school district contract amendments are for, getting a chart with columns for each allocation of CARES Act funding that the County has received and how it has been allocated, and whether this is just the Health Department's \$4.5 million.

**This agenda item was DISCUSSED.**

2. [AB2020-470](#) Introduction to the County Executive's recommended 2021-2022 Biennium Budget presented by Deputy Executive Tyler Schroeder

The following people presented from documents on the County's Finance Department's website and spoke:

- Tyler Schroeder, Executive's Office
- Satpal Sidhu, County Executive
- Brad Bennett, Administrative Services Department

They answered questions about which departments the 22.5 unfunded frozen positions are in, whether those will just be un-filled positions as opposed to lay-offs, how hard or soft the budget lapse number is, who approves or disapproves the Additional Service Requests (ASRs), meeting with department heads that have unapproved ASRs, and why an ASR submitted by the Council Office was not approved.

Dana Brown-Davis, Clerk of the Council, stated there is not a list yet of specific departments that Councilmembers would like to hear from so Councilmembers discussed which departments they would like to hear from and what dates they should be scheduled.

**This agenda item was PRESENTED.**

3. [AB2020-345](#) Discussion of proposed Cherry Point amendments

Councilmembers discussed how to proceed with the discussion.

The following people answered questions and discussed with Councilmembers progress on the work being done and changes they may want to propose:

- Eddy Ury, Re Sources (Joint Stakeholder Group)
- Matt Aamot, Planning and Development Services Department
- Mark Personius, Planning and Development Services Department Director

**This agenda item was DISCUSSED.**

**Items Added by Revision**

There were no agenda items added by revision.

**Other Business**

There was no other business.

**Adjournment**

The meeting adjourned at 4:29 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: MIN2020-109

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<b>File ID:</b>	MIN2020-109	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/04/2020	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Regular County Council for October 27, 2020

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

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### HISTORY OF LEGISLATIVE FILE

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

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**Attachments:** Draft Minutes Council Oct 27 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  
AGENDA REVISED 10.26.2020**

**Tuesday, October 27, 2020**

**6 PM**

**Virtual Meeting**

### **COUNCILMEMBERS**

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

### **CLERK OF THE COUNCIL**

Dana Brown-Davis, C.M.C.

## COUNTY COUNCIL

### CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 6 p.m. in a virtual meeting.

### ROLL CALL

**Present:** 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

**Absent:** None

### FLAG SALUTE

### ANNOUNCEMENTS

### COUNTY EXECUTIVE'S REPORT

Tyler Schroeder, Executive's Office, stated that the Executive did not have updates at this time.

### MINUTES CONSENT

*Donovan moved* to accept the minutes consent items. The motion was seconded by Byrd (see votes on individual items below).

1. [MIN2020-097](#) Health Board for October 6, 2020

**Donovan moved and Byrd 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. [MIN2020-098](#) Special Joint Health Board/PHAB Meeting for October 6, 2020

**Donovan moved and Byrd 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. [MIN2020-099](#) Committee of the Whole Executive Session for October 13, 2020

**Donovan moved and Byrd 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. [MIN2020-100](#) Committee of the Whole a.m. for October 13, 2020

**Donovan moved and Byrd 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. [MIN2020-101](#) Committee of the Whole p.m. for October 13, 2020

**Donovan moved and Byrd 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. [MIN2020-102](#) Regular County Council for October 13, 2020

**Donovan moved and Byrd 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**

1. [AB2020-308](#) Resolution vacating a portion of Horton Road

Andrew Hester, Public Works Department, briefed the Councilmembers.

Council staff played a short video about how to speak at the meeting.

Buchanan opened the public hearing and, hearing no one, closed the Public Hearing.

**Donovan moved and Byrd seconded that the SUBSTITUTE Resolution Requiring a Public Hearing be APPROVED. The motion carried by the**

**following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: RES 2020-042

2. [AB2020-310](#) Ordinance granting Gordon Montgomery and John Milobar, a non-exclusive franchise for the provision of sewer services

Chris Quinn, Prosecuting Attorney's Office, briefed the Councilmembers, recommended that Councilmembers not take action on this item tonight, and answered when it might be ready.

***Donovan moved*** to hold the item in Council for two weeks.

Dannon Traxler, attorney for the applicant, stated they are not opposed to holding the item.

Dana Brown-Davis, Clerk of the Council, suggested they still have the public hearing tonight and keep it open whether or not they hold it in Council.

***Donovan withdrew*** his motion.

Buchanan opened the public hearing and, hearing no one, closed the Public Hearing. The public record was held open.

**Donovan moved again and Byrd seconded that the Ordinance Requiring a Public Hearing be HELD IN COUNCIL. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

3. [AB2020-373](#) Ordinance adopting interim zoning regulations for the siting, establishment, and operation of temporary homeless facilities

Cathy Halka, Council Legislative Analyst, briefed the Councilmembers.

Buchanan opened the public hearing and, hearing no one, closed the Public Hearing.

***Browne moved*** that the Ordinance be adopted. The motion was seconded by



Kershner.

**Browne moved** that Section Four, item Q of the Ordinance be amended as follows:

Q. The sponsor and the managing agency shall take ~~all~~ reasonable and legal steps to obtain verifiable identification information (recognizing this may not be possible if a homeless individual's identification documents have been lost or stolen), to include...

The motion was seconded by Kershner.

Councilmembers discussed the motion.

The motion to amend carried by the following vote:

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

**Nay:** 0

**Browne moved** that Section Five, item C of the Ordinance be amended as follows:

C. Temporary tent encampments may be approved for a period not to exceed ~~180~~190 days. The director may grant one ~~180~~190-day extension

The motion was seconded by Buchanan.

Councilmembers discussed the motion.

The motion to amend carried by the following vote:

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Kershner, and Browne

**Nay:** 0

**Browne moved** that Section Seven, item E of the Ordinance be amended as follows:

E. Statement of actions that the applicant will take reasonable steps to obtain verifiable identification from ~~all~~-encampment residents and to use the identification to obtain sex offender and warrant checks from appropriate agencies;

The motion was seconded by Kershner.

The motion to amend carried by the following vote:

**Aye:** 7 - Byrd, Donovan, Elenbaas, Frazey, Kershner, Browne, and Buchanan

**Nay:** 0

**Browne's motion that the Ordinance Requiring a Public Hearing be ADOPTED AS AMENDED carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: ORD 2020-053

4. [AB2020-428](#) Resolution authorizing the sale of surplus personal property pursuant to WCC 1.10

Buchanan opened the public hearing and, hearing no one, closed the Public Hearing.

**Frazey moved and Byrd seconded that the Resolution Requiring a Public Hearing be APPROVED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: RES 2020-043

5. [AB2020-435](#) Resolution adopting the 2021 Annual Road Construction Program (ACP)

Jim Karcher, Public Works Department, briefed the Councilmembers.

Buchanan opened the public hearing and, hearing no one, closed the Public Hearing.

**Donovan moved and Frazey seconded that the Resolution Requiring a Public Hearing be APPROVED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: RES 2020-044

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

Council staff played a short video on how to speak in the meeting.

- Linda Hughes spoke about garbage services in Point Roberts.

- Shari Lapof spoke about shelter for homeless people and palletshelter.com.
- Tamra Hansen spoke about garbage services in Point Roberts.
- Trevor Smith spoke about the Council's withdrawal of AB2020-409 (Ordinance increasing community oversight and transparency to establish fair contract negotiations), and how the Cherry Point industrial zone affects the community.
- Markis Dee Stidham spoke about tiny home villages and emergency shelters.
- Heather Katahdin spoke about homeless shelters being at capacity and the need for more shelter.
- Valerie Rupp Hauer spoke about the need to house people in cold weather.

## **CONSENT AGENDA**

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

*Byrd* reported for the Finance and Administrative Services Committee and *moved* to approve Consent Agenda items one through four.

Councilmembers discussed and voted on those items (see votes on individual items below).

1. [AB2020-408](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and SeaMar Community Health Centers in the amount of \$470,793 for a total amended contract amount of \$759,571

**Byrd 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

2. [AB2020-436](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Blaine Birch Bay Park & Recreation District No. 2 for use of the gymnasium at Bay Horizon Park

**Byrd 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

3. [AB2020-441](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham for partial funding of maintenance and operations of the Crisis Stabilization Center, in the amount of \$65,000

**Byrd 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

4. [AB2020-443](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Bayside Pathology, Inc. for the provision of all medical examiner services consistent with the Whatcom County Code, Charter, and Washington State Law in the amount of \$605,000

**Byrd 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. [AB2020-451](#) Request authorization for the County Executive to enter into a subrecipient agreement between Whatcom County and the Port of Bellingham for costs associated with responding to the COVID-19 emergency in an amount not to exceed \$238,172

**Donovan moved and Frazey seconded that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

**Abstain:** 1 - Byrd

6. [AB2020-452](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Workforce Council to provide reimbursement of wages and benefits for eligible temporary employees working in various COVID-related positions, for a total estimated contract amount of \$112,000

**Browne moved** and Frazey seconded that the Contract be authorized by consent.

The following staff answered whether there are any County employees that

are paid by another jurisdictions, whether funding for these salaries is until the end of the year, who the employees would be employed by, and whether the positions are full or part-time.

- Tyler Schroeder, Executive's Office
- Erika Lautenbach, Health Department Director
- Satpal Sidhu, County Executive

**Browne's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

7. [AB2020-454](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Elliott Bay Design Group for the purposes of providing engineering services for the annual dry dock for the Whatcom Chief Ferry

***Donovan moved*** and Byrd seconded that the Contract be authorized by consent.

Councilmembers discussed dry-dock costs, the need for a new ferry, and whether a ferry could be set up to run to multiple locations.

**Donovan's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

8. [AB2020-456](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lynden School District to increase the allocation of CARES Act funding by \$100,000 in an amount not to exceed \$230,000

***Browne moved*** and Frazey seconded that the Contract be authorized by consent.

The following people discussed with Councilmembers and answered whether this is in addition to the I.T. funds that were approved earlier, why additional funds are needed, and whether the Councilmembers could get a breakdown on what the money is being used for.

- Tyler Schroeder, Executive's Office

- Satpal Sidhu, County Executive

**Browne's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

9. [AB2020-457](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Blaine School District to increase the allocation of CARES Act Funding by \$100,000 in an amount not to exceed \$230,000

**Frazey moved and Browne seconded that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

10. [AB2020-458](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Ferndale School District to increase the allocation of CARES Act funding by \$100,000 in amount not to exceed \$230,000

**Browne moved and Kershner seconded that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

11. [AB2020-459](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Meridian School District to increase the allocation of CARES Act funding by \$100,000 in an amount not to exceed \$230,000

**Byrd moved and Frazey seconded that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

12. [AB2020-460](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and North Whatcom Fire and Rescue for the cost of two students to participate in the paramedic training program in an amount not to exceed

\$232,436.88

**Donovan moved** and Frazey seconded that the Interlocal be authorized by consent.

Mike Hilley, Emergency Medical Services (EMS) Manager, answered whether the funds are coming out of the EMS levy and whether students have to pay a portion of the training costs back if they leave the program early.

**Donovan's motion that the Interlocal be AUTHORIZED BY CONSENT carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 1 - Byrd

**Absent:** 0

13. [AB2020-461](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Mount Baker School District to increase the allocation of CARES Act funding by \$100,000 in an amount not to exceed \$230,000

**Kershner moved and Donovan seconded that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

14. [AB2020-462](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Nooksack Valley School District to increase the CARES Act funding allocation by \$100,000 in an amount not to exceed \$230,000

**Frazey moved and Browne seconded that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

15. [AB2020-467](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Michael Bobbink for hearing examiner services

**Browne moved** and Kershner seconded that the Contract be authorized by consent.

Councilmembers discussed the motion and Dana Brown-Davis, Clerk of the

Council, answered whether the Council could amend the contract.

**Byrd moved** to amend the contract amount to the previous contractual amount of \$88,783.32. The motion was seconded by Donovan.

The following people discussed the motion with Councilmembers and answered questions:

- Cathy Halka, Council Legislative Analyst
- Dana Brown-Davis, Clerk of the Council
- Satpal Sidhu, County Executive

Councilmembers and the speakers discussed how many counties the Hearing Examiner works with, whether there are any comparisons of Hearing Examiners in counties our size and with similar caseloads, whether there is data on the Hearing Examiner's record of appeals, whether we specified how much money we were looking to pay when we put out the Request for Proposal (RFP) and where we got the proposed amount for this contract, whether the Council office reached out to the Hearing Examiner and negotiated with him a five percent reduction in pay, and how other County departments have incorporated reductions by using furloughs for County staff.

The motion to amend failed by the following vote:

**Aye:** 3 - Byrd, Donovan, and Elenbaas

**Nay:** 4 - Browne, Buchanan, Frazey, and Kershner

**Browne's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:**

**Aye:** 4 - Browne, Buchanan, Frazey, and Kershner

**Nay:** 2 - Byrd, and Elenbaas

**Absent:** 0

**Abstain:** 1 - Donovan

16. [AB2020-464](#) Request approval for the County Executive to award Bid #20-61 for the purchase of furnishings for the Lighthouse Mission Ministries Base Camp to Norix Group, Inc., in an amount not to exceed \$329,645.45

**Browne moved** and Donovan seconded that the Bid Award be authorized by consent.

Councilmembers discussed a request to get more information in the packet about what they are getting for the money and the following staff briefed the



Councilmembers and answered questions:

- Erika Lautenbach, Health Department Director
- Anne Deacon, Health Department
- Satpal Sidhu, County Executive

The speakers answered questions about the life expectancy of the mattresses and how it relates to the length of the Base Camp contract, what they are currently using for beds, how many beds this will purchase, how many people will be housed, whether the money could be used to buy independent pallet shelters, whether people that stay at Base Camp are assigned a bed and can leave their possessions there, and the cost of the mattresses over three years.

Councilmembers continued to discuss the motion with Deacon.

**Browne's motion that the Bid Award be AUTHORIZED BY CONSENT carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 1 - Byrd

**Absent:** 0

17. [AB2020-473](#) Request authorization for the County Executive to enter into an Interlocal Agreement amendment between Whatcom County and City of Bellingham for a cost sharing related to the COVID-19 health crisis

***Frazey moved*** and Browne seconded that the substitute Interlocal be authorized by consent.

Tyler Schroeder, Executive's Office, stated this is a substitute version changing the Whatcom County not to exceed amount from \$1 million to \$1.2 million. He and Anne Deacon, Health Department, answered why the amount is increased.

**Frazey's motion that the SUBSTITUTE Interlocal be AUTHORIZED BY CONSENT carried by the following vote:**

**Aye:** 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

**Nay:** 2 - Byrd, and Elenbaas

**Absent:** 0

## **OTHER ITEMS**

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

**Report on a discussion that took place in the Finance and Administrative Services Committee**

[AB2020-468](#) Discussion of utilizing Cares Act funding to assist Whatcom County Water Districts

*Byrd* Reported on a discussion that took place in the Finance and Administrative Services Committee regarding AB2020-468 and ***moved*** to approve a motion to request that the Administration look into supporting water districts which are suffering under the COVID-19 crisis in an amount up to \$400,000.

The following people discussed the item with Councilmembers:

- Tyler Schroeder, Executive's Office
- Satpal Sidhu, County Executive

The speakers answered whether CARES Act dollars can go directly to the water districts or would require an intermediary such as the Opportunity Council, whether there is an established process or mechanism to ensure that the funds will be taken from the CARES Act money, whether there is money available for the proposed purpose, how long the County has to spend the CARES Act money, whether there are still undesignated funds, whether it would be better to plan for the long-term for a second wave of stimulus money, whether the Opportunity Council can offer help for utilities other than electricity, and whether assistance would be income-related.

Councilmembers discussed the motion and whether they should make the motion general for now to say they want to move in that direction or hold the motion until the budget work session on Thursday.

*Byrd* amended his motion and ***moved*** to approve moving forward to the next milestone which will be a deadline of Thursday's meeting where we will need to have a criterion for qualifying as an individual or household, an application form to do so, and whether or not CARES Act funding could be used for this.

Councilmembers discussed the motion.

*Byrd restated the motion* to approve moving forward with potentially providing relief to water districts and associations by presenting at Thursday's meeting a minimum of whether CARES Act dollars could be used, an application for approval, a set criterion to qualify, and an estimated need which would include water associations and districts.

Dana Brown-Davis, Clerk of the Council, clarified the date of the meeting he was referring to.

The motion was seconded by Donovan.

The motion carried by the following vote:

**Aye:** 6 - Donovan, Frazey, Kershner, Browne, Buchanan, and Byrd

**Nay:** 0

**Abstain:** 1 - Elenbaas

**This agenda item was DISCUSSED AND MOTION(S) APPROVED.**

1. [AB2020-430](#) Ordinance amending the project budget for the Birch Bay Drive and Pedestrian Facility Project Fund, Request No. 6, in the amount of \$841,786

*Clerk's note:* Elenbaas voted to oppose this item but later stated that he intended to vote in the affirmative.

**Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: ORD 2020-054

2. [AB2020-433](#) Ordinance amending the 2020 Whatcom County Budget, request no. 19, in the amount of \$7,904,575

Byrd reported for the Finance and Administrative Services Committee.

***Donovan moved*** and Browne seconded that the Ordinance be adopted.

Councilmembers discussed the motion.

***Elenbaas moved*** to amend the motion to adopt to vote on each line item separately. The motion was seconded by Byrd.

The following people answered questions about the Ordinance and Elenbaas' motion:

- Dana Brown-Davis, Clerk of the Council
- Tyler Schroeder, Executive's Office

- Satpal Sidhu, County Executive

The motion to amend failed by the following vote:

**Aye:** 3 - Kershner, Byrd, and Elenbaas

**Nay:** 4 - Browne, Buchanan, Donovan, and Frazey

**Donovan's motion that the Ordinance be ADOPTED carried by the following vote:**

**Aye:** 4 - Browne, Buchanan, Donovan, and Frazey

**Nay:** 3 - Byrd, Elenbaas, and Kershner

**Absent:** 0

Enactment No: ORD 2020-055

3. [AB2020-442](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Geneva Consulting Services for coordination of the Whatcom Lead Integrating Organization, in the amount of \$79,615.00 (Council acting as the Whatcom County Flood Control 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:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

4. [AB2020-444](#) Request authorization for the County Executive to enter into an Interlocal Agreement with the US Department of Interior Geological Survey Joint Funding Agreement for Stream Gaging (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

**(No Committee Assignment)**

5. [AB2020-471](#) Resolution approving Whatcom County Council meeting dates for 2021

***Browne moved*** and Frazey seconded that the Resolution be approved.

Dana Brown-Davis, Clerk of the Council, answered a question about the proposed meeting dates.

**Browne's motion that the Resolution be APPROVED carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: RES 2020-045

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

1. [AB2020-432](#) Application to the Drainage Improvement District #6, Supervisor Position 3 - Applicant(s): Thomas Shaffer

***Byrd moved*** and Donovan seconded that the applicant be appointed.

Dana Brown-Davis, Clerk of the Council, clarified that this is an appointment and not a receipt of application.

**Byrd's motion that the applicant be APPOINTED carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

### **ITEMS ADDED BY REVISION**

1. [AB2020-485](#) Approval to send letter of support for the Washington State Parks Winter Recreation Program sno-parks and trails maintenance grant application

**Kershner moved and Donovan seconded that the REQUEST be APPROVED. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Elenbaas

2. [AB2020-431](#) Resolution affirming racism as a Public Health Crisis

***Donovan moved*** to approve the Resolution that was provided to the Council

by the Public Health Advisory Board (PHAB). The motion was seconded by Frazey.

Councilmembers discussed the Resolution and whether it should be approved tonight with the following people:

- Erika Lautenbach, Health Department Director
- Satpal Sidhu, County Executive

Councilmembers continued to discuss the Resolution with staff, the intentions of the PHAB, and the process for continuing to work on it.

***Donovan withdrew*** his motion to approve the Resolution.

Sidhu spoke about the possibility of doing a joint acclamation with the City of Bellingham.

Elenbaas stated he would like to continue on the path he has been going, get his thoughts succinct, pass it to Councilmember Browne, talk about it more, and then take it to the PHAB.

Donovan did not make a new motion but Councilmembers concurred to hold for two weeks with the understanding that the two Council representatives will be able to meet with the PHAB representatives. Lautenbach stated she would be able to help with scheduling a time.

Councilmembers discussed what they would like to see in the Resolution.

**This agenda item was HELD. Clerk's note: It was sent back to Committee.**

3. [AB2020-487](#) Ordinance amending Whatcom County Code 8.10, Solid Waste and Residential Recycling Collection, regarding solid waste collection in Point Roberts, WA
- Barry stated he would like to remove this item from Introduction and vote on it separately.

Dana Brown-Davis, Clerk of the Council, confirmed that is was an agenda revision and that a related file was in Committee as a discussion item.

***Elenbaas moved*** to withdraw the item from introduction until after they have a discussion (AB2020-486) in Public Works Committee in two weeks. The motion was seconded by Browne.

Brown-Davis answered whether the item needs a public hearing and laid out the schedule for that.

Councilmembers discussed the motion.

**Elenbaas's motion that the Ordinance be WITHDRAWN from Introduction (and may be introduced at a later date) and that AB2020-486 be discussed in the Public Works Committee carried by the following vote:**

**Aye:** 5 - Browne, Buchanan, Donovan, Frazey, and Elenbaas

**Nay:** 2 - Byrd, and Kershner

**Absent:** 0

### **INTRODUCTION ITEMS**

***Donovan moved*** to introduce items one through five. The motion was seconded by Browne (see votes on individual items below).

1. [AB2020-445](#) Ordinance adopting amendments to Whatcom County Code 20.72, Point Roberts Special District

**Donovan moved and Browne seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

2. [AB2020-447](#) Ordinance adopting the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities (2021-2026) and repealing the Six-Year CIP for Whatcom County Facilities (2019-2024)

**Donovan moved and Browne seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

3. [AB2020-448](#) Ordinance designating a Commercial Property Assessed Clean Energy and Resiliency (C-PACER) Program within Whatcom County

**Donovan moved and Browne seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

4. [AB2020-449](#) Ordinance amending the project budget for the Civic Center Improvement Fund, Request No. 1 in the amount of \$4,350,000

**Donovan moved and Browne seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

5. [AB2020-450](#) Ordinance amending the 2020 Whatcom County Budget, request no. 20, in the amount of \$4,476,128

**Donovan moved and Browne seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

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

Councilmembers gave committee reports and updates on recent activities and upcoming events.

Dana Brown-Davis, Clerk of the Council, updated the Councilmembers about upcoming meetings.

### **ADJOURN**

The meeting adjourned at 11:51 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: MIN2020-110

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<b>File ID:</b>	MIN2020-110	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/09/2020	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Special Council for November 2, 2020

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** Draft Minutes Special Council Nov 2 2020

# **Whatcom County Council (Special)**

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



## **Minutes - Draft Minutes**

**VIRTUAL MEETING - VIEW ONLINE**

**Monday, November 2, 2020**

**2:15 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 2:19 p.m. in a virtual meeting.

**Roll Call**

**Present:** 6 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey and Ben Elenbaas

**Absent:** 1 - Kathy Kershner

**Discussion and Possible Action**

1. [AB2020-468](#) Discussion of utilizing Cares Act funding to assist Whatcom County Water Districts

Satpal Sidhu, County Executive, updated the Councilmembers on the following:

- The County's security preparedness for Election Day
- Preparation for a second wave of COVID-19 and limited vaccine availability
- The impending end of CARES Act dollars and no security that there will be further funding
- A discussion with the owners of the Byron Avenue isolation and quarantine facility, potential ways it might be used, and when the lease with them expires
- Looking for innovative solutions for severe weather shelters

Byrd updated the Councilmembers on the agenda item.

The following people discussed with Councilmembers and answered questions:

- Satpal Sidhu, County Executive
- Karen Frakes, Prosecuting Attorney's Office
- Christopher Quinn, Prosecuting Attorney's Office
- Brad Bennett, Administrative Services Department

Councilmembers and the speakers discussed whether the water associations could be included if either the Public Utility District (PUD) or Port of Bellingham was able to administer the program, whether it would help the County Administration if another organization agreed to administer the work, waiting for new stimulus money as opposed to doing this now, whether the County would sign a sub-agency agreement if applications could be received in time, whether it would be a problem if the program

helped some water users but not others, whether implementation of the program could be done by the Council, the deadline for submitting qualified CARES Act expenses to the State, how this would relate to the Business Assistance Grant which used CARES Act funds, creating a good application verification process, and taking time to create a program that would go into the future and that would also include water associations.

**Byrd moved** that the Council approve an appropriation of \$400,00 of CARES Act funding for this program and that they reimburse the subrecipients if they are able to get their requests in by the 20th of November. The motion was seconded by Elenbaas.

Councilmembers and Sidhu discussed the motion and having a two-level review of the subrecipients, including the water associations, whether it might qualify as an emergency Ordinance, and the review process.

The motion failed by the following vote:

**Aye:** 2 - Byrd and Elenbaas

**Nay:** 3 - Browne, Buchanan, and Frazey

**Abstain:** 1 - Donovan

**Absent:** 1 - Kershner

**Buchanan moved** to move forward with putting together a program that is more inclusive for all the utility users including the water associations and have it ready to go for when we do get additional stimulus dollars. The motion was seconded by Frazey.

The motion carried by the following vote:

**Aye:** 6 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Browne

**Nay:** 0

**Absent:** 1 - Kershner

Councilmembers and Sidhu briefly discussed the next steps.

**This agenda item was DISCUSSED AND MOTION(S) APPROVED.**

### **Items Added by Revision**

There were no agenda items added by revision.

### **Other Business**

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed upcoming meetings.

Browne spoke about staff resources needed to help with implementing a

potential program.

**Adjournment**

The meeting adjourned at 3:28 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: MIN2020-111

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<b>File ID:</b>	MIN2020-111	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/09/2020	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Special Council Budget Work Session for November 5, 2020

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

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### HISTORY OF LEGISLATIVE FILE

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

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**Attachments:** Draft Minutes Special Council Budget Nov 5 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  
BUDGET WORK SESSION**

**Thursday, November 5, 2020**

**9:30 AM**

**Council Chambers**

### **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 9:30 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

**Discussion**

1. [AB2020-484](#) Discussion of the County Executive's recommended 2021-2022 Biennium Budget

The following departments briefed the Councilmembers on their respective budgets and answered questions:

**WSU Extension**

**Michael Wallace, WSU Extension Interim Chair**

**Tyler Schroeder, Executive's Office**

Approximate Video Timestamp: 00:02:16

**Sheriff and Jail**

**Bill Elfo, Sheriff**

**Doug Chadwick, Undersheriff**

**Tyler Schroeder, Executive's Office**

**Brad Bennett, Administrative Services Department**

**Wendy Jones, Sheriff's Office**

Approximate Video Timestamp: 00:08:36

**Superior Court**

**Dave Reynolds, Superior Court**

Approximate Video Timestamp: 00:16:56

**Juvenile Court**

**Dave Reynolds, Superior Court**

Approximate Video Timestamp: 01:27:41

**Public Works**

**Jon Hutchings, Public Works Department Director**

Approximate Video Timestamp: 01:42:35

**Prosecuting Attorney**

**Eric J. Richey, Prosecuting Attorney**

**Vanessa Martin, Prosecuting Attorney's Office**

Approximate Video Timestamp: 01:50:56

The meeting went into recess and reconvened at 1 p.m.

**Parks and Recreation****Mike McFarlane, Parks and Recreation Department Director****Tyler Schroeder, Executive's Office**

Approximate Video Timestamp: 02:08:17

**Health****Kathleen Roy, Health Department****Erika Lautenbach, Health Department Director****Tyler Schroeder, Executive's Office****Brad Bennett, Administrative Services Department**

Approximate Video Timestamp: 02:09:19

**Administrative Services****Tyler Schroeder, Executive's Office****Karen Goens, Human Resources****Brad Bennett, Finance Manager****Perry Rice, Information Technology****Rob Ney, Facilities Projects and Operations Manager**

Approximate Video Timestamp: 02:25:40

**Executive****Satpal Sidhu, County Executive****Tyler Schroeder, Executive's Office**

Approximate Video Timestamp: 02:44:53

**Non-Departmental****Satpal Sidhu, County Executive**

Approximate Video Timestamp: 04:03:37

**Law Library****Tyler Schroeder, Executive's Office**

Approximate Video Timestamp: 04:19:00

**Miscellaneous****Tyler Schroeder, Executive's Office**

Approximate Video Timestamp: 04:20:58

**Discussion and Formulation of Budget Recommendations**

Councilmembers decided to discuss AB2020-521 and moved to that item. They came back to AB2020-484 after that discussion.

**This agenda item was DISCUSSED.**

### **Discussion and Possible Action**

1. [AB2020-521](#) Request authorization for the County Executive to enter into a contract amendment between G6 Hospitality Properties, LLC and Whatcom County to extend the lease term through February 28, 2021 with the option to extend an additional three months through May 30, 2021 at an increased of \$10,000 in the monthly base rent

Tyler Schroeder, Executive's Office, briefed the Councilmembers.

***Buchanan moved*** that the contract be authorized. The motion was seconded by Donovan.

The following people also spoke and answered questions:

- Brad Bennett, Administrative Services Department
- Satpal Sidhu, County Executive

Councilmembers discussed and the speakers answered questions about the lease, how many rooms are available and how many the contract designates for housing solutions and other purposes, The cost of operating expenses and lease per month, how many rooms had to be remodeled because of contamination, whether beds are still in a storage unit, what upgrades the County made to the rooms, what would be the earliest someone could be in place to manage the facility, whether they are using the proposed 15 rooms for a winter shelter or a temporary housing solution, who might stay there, whether the County has a warming shelter at this time, how many rooms could have been rented out and how it was determined to only utilize 15 rooms, whether it would be more cost effective to use hotel vouchers at a different hotel for these families, who owns G6 Hospitality Properties, LLC, who pays for the utilities, whether there were other facilities that negotiated with the County, whether the lease extension can be billed to CARES Act money and how a potential future stimulus package might play into it, whether the State's requirement to have an isolation and quarantine facility is still in place, whether the County could get out of this contract, who negotiated the contract, and whether they should look at other options.

Byrd stated he would like to table the motion to authorize and to request the Executive's Office to try to get more rooms and bring back an updated agreement and a management plan to the Council on Tuesday.

Councilmembers discussed the suggestion and other options that should be considered.

**Byrd moved** to table the motion to authorize and to request that Executive's Office negotiate for full usage of the facility. The motion was seconded by Kershner.

Councilmembers and staff discussed the motion.

The motion to table carried by the following vote:

**Aye:** 6 - Browne, Buchanan, Byrd, Elenbaas, Frazey, and Kershner

**Nay:** 1 - Donovan

Byrd answered a question about his request of the Executive's Office.

**This agenda item was DISCUSSED AND MOTION(S) APPROVED.**

1. [AB2020-484](#) Discussion of the County Executive's recommended 2021-2022 Biennium Budget  
Councilmembers returned to this discussion.

Kershner requested to receive more information about why the decisions were made to not accept Additional Service Requests (ASRs) and the following people spoke:

- Tyler Schroeder, Executive's Office
- Doug Chadwick, Undersheriff

Dana Brown-Davis, Clerk of the Council, and Schroeder discussed with Councilmembers the budget approval process and how to proceed from here, and the budget for the Conservation District Firewise program.

### **Items Added by Revision**

There were no agenda items added by revision.

### **Other Business**

There was no other business.

### **Adjournment**

The meeting adjourned at 4:45 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: MIN2020-112

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<b>File ID:</b>	MIN2020-112	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/16/2020	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Special Council Budget Work Session for November 12, 2020

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** Draft Minutes Special Council Budget Nov 12 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 (BUDGET WORK SESSION);  
AGENDA REVISED 11.10.2020**

**Thursday, November 12, 2020**

**9:30 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 9:32 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

**Discussion and Possible Action**

1. [AB2020-484](#) Discussion of the County Executive's recommended 2021-2022 Biennium Budget

**Approximate Timestamp:** 00:01:04

***Buchanan moved*** to amend the 2021-2022 budget (General Fund) to include \$85,000 per year in 2021 and 2022 to support Northwest Youth Services Ground Floor Program. The motion was seconded by Browne.

The following staff discussed the motion with Councilmembers:

- Anne Deacon, Health Department
- Tyler Schroeder, Executive's Office

Deacon briefed the Councilmembers and answered questions about the Emergency Solutions Grant (ESG), how much of it must be dedicated to youth, how it needs to be used, the flow of progress that people make through the housing continuum from subsidized housing to independent housing, whether that mobility is more difficult for youth, whether there is data on the movement through the continuum, and whether the 22 North (Opportunity Council) and the Ground Floor (Northwest Youth Services) programs could work together.

Schroeder and the Councilmembers discussed how the motions made today will impact the General Fund, how to calculate the reserve balance, what the lowest level of reserves would be for the year, and how to calculate that.

The motion carried by the following vote:

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 0

**Out of the Meeting:** 1 - Elenbaas

**Approximate Timestamp:** 00:34:18



**Donovan moved** to retain in the Sheriff's budget the mental health deputy position that was scheduled to be reassigned to patrol duties and to keep that position as was defined in the Additional Services Requests (ASR) that were approved in the previous budget cycle. The motion was seconded by Buchanan.

**Kershner suggested** a friendly amendment to include all three patrol deputies that were taken out of the Sheriff's budget as well as the five correctional officers. **Donovan did not accept** the friendly amendment.

Councilmembers and the following staff discussed the motion:

- Tyler Schroeder, Executive's Office
- Bill Elfo, Sheriff

They discussed how Donovan's motion is revenue neutral, asking the Sheriff to find cuts somewhere else, and what funding is necessary for the position.

**Byrd suggested** a friendly amendment to cut the County's Community Outreach Facilitator position to fund the mental health deputy position. **Donovan did not accept** the friendly amendment.

Councilmembers discussed how the position should be funded and leaving it to the Sheriff's Office to find where cuts would need to be made to fund this position.

Elfo requested that the appropriate funding be provided for this position.

**Browne suggested** a friendly amendment to provide for the position but to provide for the funding as well.

**Donovan accepted** the friendly amendment and **amended his motion** to retain in the Sheriff's budget the mental health deputy position that was scheduled to be reassigned to patrol duties and to keep that position as was defined in the Additional Services Requests (ASR) that were approved in the previous budget cycle *and add General Fund revenues to maintain the position.*

Councilmembers discussed the motion.

The motion carried by the following vote:

**Aye:** 5 - Buchanan, Donovan, Frazey, Kershner, and Browne

**Nay:** 1 - Byrd

**Out of the meeting:** 1 - Elenbaas

**Approximate Timestamp:** 00:45:38

**Kershner moved** to amend the budget to include the two additional patrol deputies that were cut from the Sheriff's budget. The motion was seconded by Byrd.

The following people discussed the motion with Councilmembers:

- Bill Elfo, Sheriff
- Tyler Schroeder, Executive's Office
- Jon Hutchings, Public Works Department Director
- Satpal Sidhu, County Executive

They discussed when the second deputy started in Point Roberts, the number of weekly deputy calls there, what the County's arrangement is for mutual aid with U.S. Customs, what the second deputy position is and what that person does, the response time for backup in Point Roberts if needed and whether the U.S. Border Patrol can act as backup if needed, whether funds could be used from the Point Roberts Transportation District traffic improvement fund or the County Road Fund, which position (between the deputy in Point Roberts and the property crimes deputy) is more critical to public safety in Whatcom County, how much of Road Fund money is spent in Point Roberts each year, ways to free up funds to pay for the property crimes deputy position, and whether retired deputies could be utilized.

Councilmembers and the speakers also discussed the corrections deputies positions. Schroeder stated that all the positions that are frozen in the County have position control so that when budget revenues increase, the Administration can come back to Council to unfreeze a position. The plan is to keep them in the budget but to not give them budget authority until the Administration has a better idea of the revenues for the next two years. The positions will be prioritized in conversation with Council on a quarterly basis as they see what revenues are doing.

Sidhu suggested that the Council approve the property crimes deputy now and the Administration will try to work through the one in Point Roberts and bring it back to the Council.

Kershner did not amend her motion.

**Kershner repeated her motion** to reinstate, with funding, the Point Roberts patrol deputy and the property crimes patrol deputy into the 2021-2022

biennial budget.

Councilmembers discussed the motion.

***Kershner moved*** to table this discussion until they have the discussion on potential cuts from the budget. The motion was seconded by Browne.

The motion to table Kershner's motion carried by the following vote:

**Aye:** 6 - Byrd, Donovan, Frazey, Kershner, Browne, and Buchanan

**Nay:** 0

**Out of the meeting:** 1 - Elenbaas

**Approximate Timestamp:** 00:52:34

***Kershner moved*** to request that the Administration fund one of the County's two (the What-Comm 911 Center and the Prospect Fire Dispatch Center) call centers and de-fund the other. The motion was seconded by Byrd.

Councilmembers discussed the motion and the following people also spoke:

- Tyler Schroeder, Executive's Office
- Satpal Sidhu, County Executive
- Bill Elfo, Sheriff

***Browne*** suggested an alternative motion and ***moved*** to allocate a certain amount of money to get a truly independent assessment of our 9-1-1 facilities and the need to have two of them.

Councilmembers concurred that a motion is on the floor so this is not an appropriate motion at this time so ***Browne withdrew*** his motion.

Kershner repeated her motion to request the Administration to cut the funding for the second call center.

Councilmembers discussed which call center Kershner's motion is referring to, the history of work done by the WHAT-COMM/Prospect Communications (911) Administrative Board and its movement toward closing one center down and combining them, a review done by an independent third-party agency that looked at different scenarios and different jurisdictions from a perspective of operational efficiency, having a tri-county call center, the operational costs of the two call centers, how much of that cost is contributed by the City of Bellingham and from the

County's General Fund, pursuing policy decisions on this issue separate from the budget process, and which positions should be eliminated if they were to go forward with the motion.

Kershner suggested a possible alternate motion to allow the funding for 2021 and that the beginning of the plan that had been started last year be moved forward in 2021 with the expectation that in 2022 we would be looking at a combination of the What-Comm and Prospect call centers. She did not formally amend her original motion.

Councilmembers and the speakers continued to discuss the motion, whether this meeting is the place to make a decision like this, whether the advisory board has reengaged with this idea, whether combining would save money, support for moving forward with pursuing a consolidation process, and whether the County pays for the calls that come into the call center for the fire district.

***Kershner withdrew*** her motion. Byrd agreed to that as the seconder of the motion but stated that he would like to consider a different motion on the issue.

**Approximate Timestamp: 02:06:55**

***Browne moved*** to move forward with a process of consolidation of the centers understanding that it will require public testimony and input from the players.

***Browne restated his motion and moved*** to start the process of consolidation. Having said that we understand that we will take testimony from everyone and make sure this makes sense. The motion was seconded by Byrd.

Kershner asked if there should be a timeline included in the motion and Councilmembers discussed the question and the motion.

***Browne amended his motion and moved*** to move forward with a consolidation, take public testimony, hear the pros and cons, and make a decision by March 31, 2021.

Councilmembers discussed the motion.

***Frazey suggested*** a friendly amendment to say we will consider looking into consolidating the two centers.

**Buchanan suggested** a friendly amendment that we will strongly recommend a consolidation process.

Councilmembers discussed the wording of the motion.

**Browne amended his motion and moved** that the Council strongly recommends consolidation of Whatcom County's two 9-1-1 call centers and will make a final decision after hearing from all of the participants and the public by March 31, 2021. The motion was accepted by Byrd as the seconder of the original motion.

The amended motion carried by the following vote:

**Aye:** 5 - Elenbaas, Kershner, Browne, Buchanan, and Byrd

**Nay:** 2 - Donovan and Frazey

*Clerk's note:* Councilmembers took a break then reconvened at 1 p.m.

**Approximate Timestamp: 02:06:14**

**Frazey moved** to approve \$25,000 each year for a total of \$50,000 in the biennial budget for the Whatcom Conservation District Wildfire Risk Reduction Program in Whatcom County. The motion was seconded by Donovan.

**Donovan suggested** a friendly amendment that the allocation come from Non-Departmental rather than coming out of the Council budget.

**Frazey accepted the friendly amendment and moved** to approve \$25,000 each year for a total of \$50,000 in the biennial budget for the Whatcom Conservation District Wildfire Risk Reduction Program in Whatcom County and that the allocation come from Non-Departmental rather than coming out of the Council budget.

Councilmembers discussed the motion with the following people:

- Satpal Sidhu, County Executive
- Tyler Schroeder, Executive's Office

The motion carried by the following vote:

**Aye:** 6 - Elenbaas, Frazey, Kershner, Browne, Buchanan, and Donovan

**Nay:** 1 - Byrd

**Approximate Timestamp: 02:24:09**

Byrd spoke about whether there is a way to reduce the number of printers

being used by the County or reduce what is being spent for paper-related supplies and asked how they might go about doing that.

Councilmembers discussed the suggestion with the following people:

- Brad Bennett, Administrative Services Department
- Tyler Schroeder, Executive's Office

Bennett answered whether it would be in the budget lapse, and stated that many of the machines are currently being used for scanning.

Schroeder stated there is not an action item in the budget for this but they will look at it moving forward.

**Approximate Timestamp: 02:27:42**

**Kershner moved** to eliminate the Community Outreach Facilitator position from the Executive's budget. The motion was seconded by Byrd.

Councilmembers discussed the motion.

Satpal Sidhu, County Executive, discussed the motion with Councilmembers, spoke about the work being done by the Executive's Office and the Community Outreach Facilitator, and answered questions about the position.

The motion failed by following vote:

**Aye:** 2 - Kershner and Byrd

**Nay:** 3 - Frazey, Browne, and Buchanan

**Out of the meeting:** 2 - Donovan and Elenbaas

**Approximate Timestamp: 02:57:25**

The following people discussed with Councilmembers a suggestion by Byrd to investigate potential savings by doing a motor pool instead of purchasing vehicles like the County does today:

- Dana Brown-Davis, Clerk of the Council, suggested that an agenda item could be scheduled for Committee of the Whole
- Tyler Schroeder, Executive's Office, stated he will reach out to the Public Works Department Director

**Approximate Timestamp: 03:03:00**

**Kershner** brought forward her earlier motion and **moved** to reinstate, with funding, the Point Roberts patrol deputy and the property crimes patrol

deputy into the 2021-2022 biennial budget. Byrd had previously seconded the motion.

Councilmembers discussed the motion with the following people:

- Tyler Schroeder, Executive's Office
- Bill Elfo, Sheriff
- Satpal Sidhu, County Executive

Councilmembers and the speakers discussed whether this would be acceptable for the General Fund over the course of two years, whether these two positions are currently frozen, whether these two positions would be the first to come back when there is available funding, whether they are going from two deputies in Point Roberts to one, what will happen to employees currently serving in those positions, approving just one position for now and allowing the Administration to work with the Sheriff's Office to look at bringing back the second after the first quarter of the year, and what the Point Roberts deputy does in different scenarios that may happen in Point Roberts.

***Frazey suggested*** a friendly amendment to split the motion into two and to consider the two positions separately.

***Kershner accepted*** the friendly amendment to split the motion ***and withdrew*** her motion.

***Kershner moved*** to reinstate the Point Roberts Sheriff's deputy position. The motion was seconded by Byrd.

Tyler Schroeder, Executive's Office, answered how this might affect the updated budget.

***Browne suggested*** a friendly amendment to vote on allowing the Sheriff to fund an additional position of the Sheriff's choice and to then vote on allowing the Sheriff to fund a third position of the Sheriff's choice.

***Kershner did not accept*** Browne's friendly amendment.

Tyler Schroeder, Executive's Office, answered whether savings in 2022 from combining the two 9-1-1 centers would be \$114,000.

Sidhu asked for clarification on Browne's friendly amendment and Councilmembers and the speakers discussed the motion.

The motion to reinstate the Point Roberts Sheriff's deputy position carried by following vote:

**Aye:** 4 - Kershner, Browne, Buchanan, and Elenbaas

**Nay:** 2 - Byrd and Frazey

**Out of the Meeting:** 1 - Donovan

***Kershner moved*** to include the property crimes detective/deputy back into the Sheriff's budget with funding. The motion was seconded by Buchanan.

The motion by following vote:

**Aye:** 5 - Browne, Buchanan, Elenbaas, Frazey, and Kershner

**Nay:** 1 - Byrd

**Out of the Meeting:** 1 -Donovan

**Approximate Timestamp: 03:28:38**

Councilmembers discussed the Council's Legislative Analyst position with the following people:

- Satpal Sidhu, County Executive
- Dana Brown-Davis, Clerk of the Council

*Clerk's note:* This item was discussed again and a motion made after AB2020-490.

**This agenda item was DISCUSSED AND MOTION(S) APPROVED.**

2. [AB2020-490](#)

Ordinance authorizing the 2021 Whatcom County Unified Fee Schedule

The following people discussed the Ordinance with Councilmembers:

- Tyler Schroeder, Executive's Office
- Kathleen Roy, Health Department
- Wendy Jones, Sheriff's Office

They discussed what fees the Administration decided to raise and why, why the fees for inspection of food establishments by the Health Department are being raised, and the Non-resident School Release (line 7195 on page nine of Appendix A) and whether it reflects changes made the last time the Unified Fee Schedule was adopted.

***Clerk's note:*** Councilmembers returned to this item after another motion was made under AB2020-484. See minutes below.

**This agenda item was DISCUSSED.**



1. [AB2020-484](#) Discussion of the County Executive's recommended 2021-2022 Biennium Budget  
*Buchanan moved* to add \$6,000 in 2021 to the Council budget for redistricting. The motion was seconded by Donovan.

Dana Brown-Davis, Clerk of the Council, briefed the Councilmembers on how the money would be used.

The motion carried by the following vote:

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Browne, and Kershner

**Nay:** 0

2. [AB2020-490](#) Ordinance authorizing the 2021 Whatcom County Unified Fee Schedule  
Councilmembers and Schroeder discussed bringing forward a substitute version to the Council of AB2020-490 to reflect the discussed changes.

### **Items Added by Revision**

There were no agenda items added by revision.

### **Other Business**

There was no other business.

### **Adjournment**

The meeting adjourned at 2:44 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: AB2020-466

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<b>File ID:</b>	AB2020-466	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/20/2020	<b>Entered by:</b>	SHenthor@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

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

Ordinance amending Whatcom County Code Section 1.14, adjusting Precinct Boundary Lines and Precinct Maps

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

Changes are needed to correct specific precinct boundary lines on specific map pages in the “Book of Election Precinct Maps” referred to in Whatcom County Code Section 1.14. The precinct boundary line adjustments are due to annexations in the City of Nooksack affecting Precinct 147 (Exhibit B) and creating Precinct 702 (Exhibit C), as summarized on Exhibit A. If approved the maps will be added and substituted for the designated maps and the new “Book of Election Precinct Maps” will be adopted by reference and will be available through the Whatcom County Council Office and online at the Whatcom County Auditor’s website searching Elections then Districts & Maps.

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

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**Attachments:** Ordinance, Precinct map exhibits

ORDINANCE NO. \_\_\_\_\_

**AMENDING WHATCOM COUNTY CODE SECTION 1.14, ELECTORAL PRECINCTS, FOR CHANGES  
IN CERTAIN VOTING PRECINCT BOUNDARIES IN WHATCOM COUNTY**

**WHEREAS**, we have been notified that two precinct boundary line adjustments in Whatcom County Code Section 1.14 are needed due to annexations in the City of Nooksack adopted October 7, 2019 affecting Precinct 147 (Exhibit B) and creating Precinct 702 (Exhibit C), as summarized on Exhibit A; and

**WHEREAS**, RCW 29A.16.040 requires the county legislative authority of each county in the state to divide the county into election precincts and establish the boundaries of the precincts; and

**WHEREAS**, RCW 29A.16.040 further provides that no precinct boundary changes may be made starting fourteen (14) days prior to the first day candidates may file for the primary election through the period ending with the general election; and

**WHEREAS**, the first day for candidates to file this year is the 11<sup>th</sup> day of May, 2020, and

**WHEREAS**, the affected Precinct 147 and new Precinct 702 will result in a necessary change to the "Book of Election Precinct Maps" previously adopted effective April 22, 2019; and

**WHEREAS**, RCW 29A.76.030 provides the County Auditor shall transfer and notify any registered voters that may be affected by the change in boundaries.

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the change to the "Book of Election Precinct Maps," affecting Precinct 147 and creating Precinct 702 shall be adopted and substituted into the "Book of Election Precinct Maps;" said revised Book of Maps is available through the Whatcom County Council Office and online through the Election page at the Whatcom County Auditor's Office homepage.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

\_\_\_\_\_  
Dana Brown-Davis, County Clerk

**APPROVED AS TO FORM:**

Royce Buckingham approved by email 10/8/2020

Royce Buckingham, Civil Deputy Prosecutor

**WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY,  
WASHINGTON**

\_\_\_\_\_  
Barry Buchanan, Council Chair

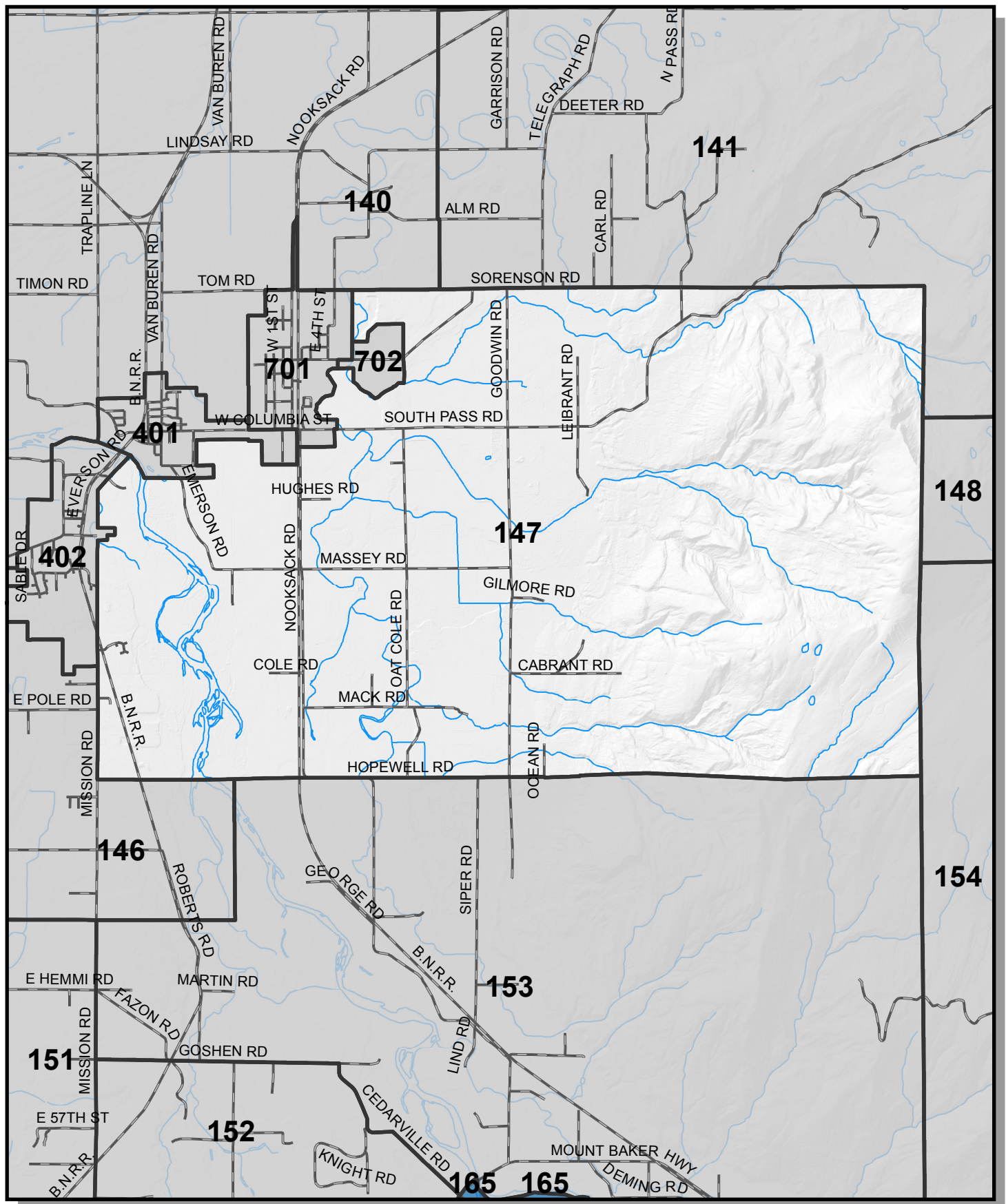
( ) Approved ( ) Denied

\_\_\_\_\_  
Satpal Sidhu, County Executive

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

## Exhibit A

Precinct	Reason
147	Precinct affected due to City of Nooksack Annexation
702	New Precinct created due to City of Nooksack Annexation



# Whatcom County Precinct 147

County Council District 3

Legislative District 42

Congressional District 1

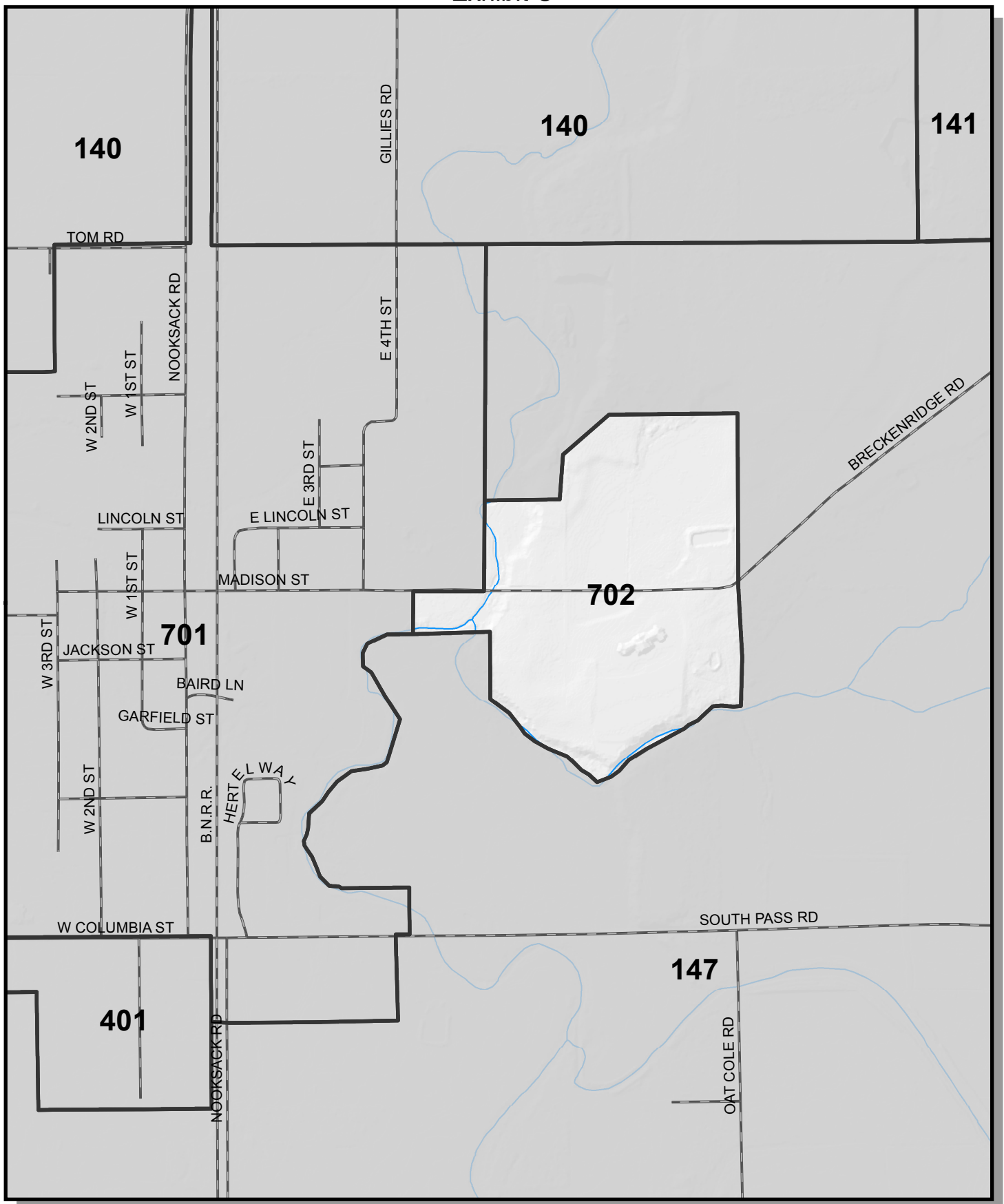
548

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT:

Whatcom County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damages, loss, or liability arising from any use of this map.

0 1,700 3,400 6,800 Feet





# Whatcom County Precinct 702

County Council District 3  
Legislative District 42  
Congressional District 1

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT:  
Whatcom County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damages, loss, or liability arising from any use of this map.

0 345 690 1,380 Feet



549



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-447

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<b>File ID:</b>	AB2020-447	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/13/2020	<b>Entered by:</b>	MAamot@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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Primary Contact Email: [maamot@co.whatcom.wa.us](mailto:maamot@co.whatcom.wa.us)

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

Ordinance adopting the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities (2021-2026) and repealing the Six-Year CIP for Whatcom County Facilities (2019-2024)

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

Ordinance adopting the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities (2021-2026) and repealing the Six-Year CIP for Whatcom County Facilities (2019-2024). The Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities addresses County parks, trails, activity centers, maintenance & operations, general government buildings and sites, Sheriff's Office, emergency management, adult corrections, juvenile detention, transportation, and stormwater facilities.

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
10/27/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

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**Attachments:** Staff Memo, Proposed Ordinance, Exhibit A, Exhibit B, Planning Commission Findings



**WHATCOM COUNTY**

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



**Mark Personius**  
Director

## Memorandum

October 14, 2020

To: The Honorable Satpal Sidhu, Whatcom County Executive  
The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Director

RE: Capital Facilities Planning – Comp Plan Amendments (PLN2020-00002)

The subject proposal is to modify the Whatcom County Comprehensive Plan as follows:

- Adopt the new Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2021-2026, which is Appendix F of the Whatcom County Comprehensive Plan (Exhibit A).
- Repeal the existing Six-Year CIP for Whatcom County Facilities 2019-2024 (Exhibit B).

The Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities addresses County parks, trails, activity centers, maintenance & operations, general government buildings and sites, Sheriff's Office, emergency management, adult corrections, juvenile detention, transportation, and stormwater facilities. The Whatcom County Comprehensive Plan indicates that the Six-Year CIP should be updated every two years. The last CIP update was approved by the County Council in 2018. Therefore, the CIP is being updated in 2020.

The Whatcom County Planning Commission issued recommendations on the Six-Year CIP on September 24, 2020. The Planning Commission made the following changes to Exhibit A from the version proposed by the Executive branch of County government:

- Added the following description of the Birch Bay Drive & Pedestrian Facility: beach restoration and berm project (p. F-7).
- Change "New Jail" to "Public Health, Safety, and Justice Facilities" (p. F-15).



- Change funding sources for the Public Health, Safety, and Justice Facilities from debt and new sales tax to "Investigate alternative funding sources outside of debt and sales tax" (p. F-15).

The Planning Commission also added Finding 25 stating: "The Planning Commission recommends that the County Council carefully consider sources of funding and budgetary restraints."

The County Administration requested adding the Real Estate Excise Tax as a funding source for the Central Shop Roof Replacement after the Planning Commission process. This change has been made on p. F-9 of the draft Six-Year CIP. Additionally, the "Total Cost" for Transportation on p. F-22 was updated to reflect the approved Six-Year Transportation Improvement Program (Resolution 2020-034).

The County Council's Public Works & Health Committee recommended introduction on October 13, 2020. It is anticipated that the County Council will hold a public hearing and make a final decision on these amendments with approval of the biennial budget in November.

Thank you for your review and consideration of this matter. We look forward to discussing it with you.

PROPOSED BY: Planning & Development Services  
INTRODUCTION DATE: \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**ADOPTING AMENDMENTS TO THE  
WHATCOM COUNTY COMPREHENSIVE PLAN  
RELATING TO CAPITAL FACILITIES PLANNING**

**WHEREAS,** The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

**WHEREAS,** The County Council considered Planning Commission recommendations;

**WHEREAS,** The County Council held a public hearing; and

**WHEREAS,** The County Council hereby adopts the following findings of fact:

**FINDINGS OF FACT**

1. The proposal is to amend the Whatcom County Comprehensive Plan as follows:
  - a. Adopting the new Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan).
  - b. Repealing the existing Six-Year CIP for Whatcom County Facilities 2019-2024.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on August 21, 2020.
3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on August 28, 2020.
4. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 11, 2020.
5. Notice of the Planning Commission hearing was posted on the County website on September 14, 2020.

6. Notice of the Planning Commission hearing was sent to citizen, media, cities and other groups on the County's e-mail list on September 14, 2020.
7. The Planning Commission held a public hearing on the subject amendments on September 24, 2020.
8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:
  - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
  - b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
  - c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
    - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
    - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
    - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
  - d. The amendment does not include or facilitate spot zoning.
9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
10. GMA planning goal # 12 is to "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and

use without decreasing current service levels below locally established minimum standards” (RCW 36.70A.020(12)).

11. The subject amendments include updating the Six-Year CIP for Whatcom County Facilities for the 2021-2026 planning period. Updating the CIP is one step in the process of planning regional facilities provided by the County to serve the people of Whatcom County.
12. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:
  - a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.
  - b. A forecast of the future needs for such capital facilities.
  - c. The proposed locations and capacities of expanded or new capital facilities.
  - d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.
  - e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.
13. The Six-Year CIP for Whatcom County Facilities contains an inventory of existing facilities, a forecast of future needs based upon the level of service standards adopted in the Whatcom County Comprehensive Plan and/or other relevant factors, proposed renovated, expanded or new capital facilities, costs and funding sources.
14. Existing Comprehensive Plan Policy 4A-4 addresses the GMA requirement to reassess the land use element if probable capital facility funding falls short.
15. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.
16. The Six-Year CIP identifies County park, trail, transportation and other improvements as contemplated by the County Wide Planning Policies.
17. Existing interlocal agreements between Whatcom County and the cities indicate that the County will consult with the appropriate city in planning

new road construction projects within the city's urban growth area. The interlocal agreements also address joint planning for parks.

18. The County Engineer confirmed on August 31, 2020 that the County sends a copy of the six-year transportation improvement program to cities prior to approval, requests comments, and informs cities of the hearing date. The Whatcom County Parks Director confirmed on September 10, 2020 that the County Parks' staff maintains a consistent working relationship with appropriate staff from cities on joint park projects and planning. Therefore, the type of cooperation envisioned by the interlocal agreements is occurring.
19. The Whatcom County Comprehensive Plan calls for an update of the Six-Year CIP for County facilities every other year. Specifically, Policy 4B-1 is to:

Maintain and update, on at least a biennial basis, a six-year capital improvement program (CIP) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects based on a review of population and revenue conditions existing at that time.
20. A revised CIP has been formulated for County owned or operated facilities, which presents improvement projects over the new six-year planning period.
21. The Six-Year CIP for Whatcom County Facilities 2021-2026 is based upon anticipated population growth over the six-year planning period and other relevant factors. Therefore, the proposal should complement the County's growth and development plans.
22. The Six-Year CIP for Whatcom County Facilities will have a positive impact on the County's ability to provide public facilities by planning ahead for such facilities.
23. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated parks, trails, activity centers, maintenance & operations, general government buildings and sites, Sheriff's Office, emergency management, adult corrections, juvenile detention, transportation, and stormwater facilities to serve the people of Whatcom County. Planning for such County facilities is in the public interest.
24. The subject proposal does not involve rezoning property.

## **CONCLUSION**

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Six-Year Capital Improvement Program for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan) is hereby adopted as shown on Exhibit A.

Section 2. The Six-Year Capital Improvement Program for Whatcom County Facilities 2019-2024 is hereby repealed as shown on Exhibit B.

Section 3. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, Chairperson

APPROVED as to form:

( ) Approved    ( ) Denied

\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Sidhu, Executive

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

# Exhibit A

## Six-Year Capital Improvement Program For Whatcom County Facilities 2021-2026

### Table of Contents

Chapter 1 – Introduction.....	3
Growth Management Act Requirements.....	3
Charter Provisions and the County Budget.....	4
Chapter 2 – Parks, Trails, and Activity Centers.....	5
Parks.....	5
Future Needs .....	6
Proposed Improvement Projects.....	6
Trails.....	6
Future Needs .....	7
Proposed Improvement Projects.....	7
Activity Centers .....	7
Future Needs .....	7
Proposed Improvement Projects.....	8
Six-Year Capital Improvement Program .....	8
Chapter 3 – Maintenance and Operations .....	9
Existing Maintenance and Operations Space .....	9
Future Needs .....	9
Proposed Improvement Projects.....	9
Chapter 4 – General Government Buildings and Sites .....	10
Existing Office Space .....	10
Future Needs .....	10
Proposed Improvement Projects.....	10
Chapter 5 – Sheriff’s Office .....	11
Existing Sheriff’s Office Space.....	11
Future Needs .....	11
Proposed Improvement Projects.....	11

---

Chapter 6 – Emergency Management .....	13
Existing Emergency Management Space.....	13
Future Needs .....	13
Proposed Improvement Projects.....	13
Chapter 7 – Adult Corrections.....	14
Existing Jail Facilities .....	14
Future Needs .....	14
Proposed Improvement Projects.....	15
Chapter 8 – Juvenile Detention .....	16
Existing Juvenile Detention Facilities .....	16
Future Needs .....	16
Proposed Improvement Projects.....	16
Chapter 9 – Transportation .....	17
Existing Roads .....	17
Future Needs .....	17
Proposed Improvement Projects.....	17
Existing Ferry Facilities .....	18
Future Needs .....	18
Proposed Improvement Projects.....	18
Total Transportation Costs.....	18
Chapter 10 – Stormwater Facilities.....	19
Existing Stormwater Management Facilities .....	19
Future Needs .....	20
Proposed Improvement Projects.....	20
Chapter 11 – Total Costs.....	22



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## Chapter 1 – Introduction

The Growth Management Act requires that the County’s Comprehensive Plan include a “capital facilities plan element” (RCW 36.70A.070(3)). The Whatcom County Comprehensive Plan calls for the County to develop and update the Six-Year Capital Improvement Program (CIP) for County projects every two years. The main purpose of the Capital Improvement Program is to identify priority capital improvement projects and estimated costs, outline a schedule for project completion, and designate funding sources for these projects based on a review of existing and projected population and revenue conditions for the six year planning period.

### Growth Management Act Requirements

According to the Growth Management Act, a county’s capital facilities plan must include five items, which are shown below.

- A. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.*

Current inventories of existing County capital facilities, based upon information provided by various County departments, are included in each chapter of this document.

- B. A forecast of the future needs for such capital facilities.*

Chapter 4 of the Whatcom County Comprehensive Plan establishes numerical “level of service” standards for County parks and trails and contains policies relating to other County facilities. Capital facility needs are forecasted over the six-year planning period by applying the adopted level of service standards to the expected population in the year 2026 and by considering other relevant factors.

- C. Proposed locations and capacities of expanded or new capital facilities.*

General locations and capacities of proposed County facilities are indicated in this document (as applicable).

- D. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.*

This Six-Year Capital Improvement Program presents costs and funding sources for proposed County capital facilities (all figures are in 2020 dollars). There are a variety of funding sources that the County may utilize to pay for capital facilities, including real estate excise taxes (REET), sales tax, the Public Utilities Improvement Fund (also known as the Rural Sales Tax Fund, Economic Development Investment Fund or EDI Fund), Road Fund, state grants, federal grants and a variety of other sources.

- 
- E. *A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.*

Finally, in accordance with the Growth Management Act, a requirement to reassess the land use element of the Comprehensive Plan if probable funding falls short of meeting existing needs and to ensure consistency between plans already exists in the Comprehensive Plan (Policy 4A-4).

### **Charter Provisions and the County Budget**

In addition to Growth Management Act provisions relating to capital facilities, Section 6.30 of the County Charter also requires the County to include a six-year capital improvement program as part of the budget. Appropriations for 2021-2022 capital projects may be included in the biennial budget or may be adopted through the supplemental budget process. Ultimate funding for capital improvement projects is subject to County Council authorization in the adopted budget. Costs identified for 2023-2026 are included for planning purposes and review of potential future needs, but not for budget authorization at this time.

## Chapter 2 – Parks, Trails, and Activity Centers

### Parks

The 2020 inventory of County parks and open space areas is over 16,200 acres. This inventory is shown below.

**Table 1. Existing Parks**

Site No.	Park Name and Location	Acres
1	Alderwood Park, 3479 Willowood Rd.	1.9
2	Bay Horizon Park, 7467 Gemini St.	68.2
3	Birch Bay Beach Park, 7930 Birch Bay Dr.	13.7
4	Birch Bay Conservancy Area, 7000 Point Whitehorn Rd.	45.0
5	Birch Bay Tidelands	151.0
6	Boulevard Park, 471 Bayview Dr.	1.4
7	Broadway Beach Access, 7497 Birch Bay Dr.	0.1
8	Cagey Road, 3130 Haxton Way	20.0
9	Camp 2 RR ROW, 3775 Camp 2 Rd.	2.3
10	Canyon Lake Community Forest, 8300 Mt. Baker Hwy.	2,266.0
11	Chuckanut Mountain Park, 745 Old Samish Rd.	987.9
12	Cottonwood Beach Access, 8191 Birch Bay Dr.	5.1
13	Deming Eagle Homestead Park, 5615 Truck Rd.	33.0
14	Dittrich Park, 319 E Lake Samish Dr.	25.2
15	Drayton Harbor Tidelands	0.3
16	Euclid Park, 1570 Euclid Ave.	2.2
17	Galbraith Mountain Access, 800 Birch Falls Dr.	20.0
18	Glacier Cemetery	0.5
19	Halverson Park, 5075 Anderson Rd.	5.6
20	Haynie Road, 2876 Haynie Rd.	1.9
21	Hegg, 3845 Blue Canyon Rd.	3.5
22	Hovander Homestead Park and Tennant Lake, 5299 Nielsen Rd.	333.4
23	Jackson Rd. Beach Access, 7465 Birch Bay Dr.	0.2
24	Jensen Family Forest Park, 8051 Stein Rd.	21.5
25	Josh VanderYacht Park, 4106 Valley Highway	2.0
26	Kickerville Road, 4110 Bay Rd.	2.6
27	Lake Whatcom Park, 3220 North Shore Rd.	4,853.0
28	Lighthouse Marine Park, 811 Marine Dr. in Point Roberts	20.5
29	Lily Point Marine Park, 2315 APA Rd. in Point Roberts	262.1
30	Little Squalicum Park, 640 Marine Dr.	12.7
31	Lookout Mountain Forest Preserve, 2537 Lake Louise Rd.	4,682.8
32	Lummi Island Beach Access, 2198 N. Nugent Rd.	0.2
33	Maple Beach Tidelands	100.9
34	Maple Creek Park, 7842 Silver Lake Rd.	73.1
35	Maple Falls Community Park, 7470 Second St.	4.2
36	Monument Park, 25 Marine Dr. in Point Roberts	6.9
37	Nugent's Corner River Access, 3685 Mt. Baker Highway	14.2
38	Ostrom Conservation Site, 4304 South Pass Rd.	38.6
39	Phillips 66 Soccer Park, 5238 Northwest Dr.	36.6
40	Point Whitehorn Marine Reserve, 6770 Koehn Rd.	54.1
41	Redwood Park, 3310 Redwood Ave.	0.3
42	Samish Park, 673 N. Lake Samish Dr.	30.6
43	Samish Way, 5170 Samish Way	1.4
44	Semiahmoo Park, 9261 Semiahmoo Parkway	291.9
45	Silver Lake Park, 9006 Silver Lake Rd.	413.4
46	South Fork Park, 1530 Mosquito Lake Rd.	603.0
47	South Lake Whatcom Park, 4144 S Bay Dr.	79.5
48	South Pass East, 4900 South Pass Rd.	0.5
49	South Pass West, 4190 South Pass Rd.	0.4
50	Squires Lake Park, 2510 Nulle Rd.	84.2
51	Stimpson Family Nature Reserve, 2076 Lake Louise Rd.	400.4
52	Sunnyside Landing, 2870 Northshore Rd.	6.3
53	Sunset Beach, 2580 West Shore Dr. on Lummi Island	7.0
54	Sunset Farm Park, 7977 Blaine Rd.	69.5
55	Ted Edwards Park, 4150 Oriental Ave.	3.5
56	Teddy Bear Cove Park, 1467 Chuckanut Dr.	11.2
57	Terrell Creek Access, 7417 Jackson Rd.	0.5
58	Terrell Creek Heron Rookery, 7065 Jackson Rd.	15.0
59	Terrell Creek Point, 7685 Birch Bay Dr.	6.7
60	Turner-Jaeger, 1975 Lake Louise Rd.	3.8
61	Welcome Bridge River Access, 5585 Mosquito Lake Rd.	0.6
<b>TOTAL</b>		<b>16,204.1</b>

Pursuant to RCW 36.87.130, there are also public access properties on right-of-way ends that intersect shorelines.

### Future Needs

A level of service of 9.6 acres of developed parkland for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. The County's existing parks will meet the adopted level of service over the six-year planning period. However, the County is proposing park improvement projects to increase quality of existing park facilities and develop the Birch Bay Community Park to meet the longer term needs of a growing population.

### Proposed Improvement Projects

Park improvement projects, totaling almost \$6.5 million, are proposed over the six-year planning period.

### Trails

Whatcom County currently has almost 74 miles of trails in various locations throughout the County. This inventory is shown below.

**Table 2. Existing Trails**

Site No.	Trail Name and Location	Miles
1	Bay Horizon/Bay Crest Trail	0.75
2	Bay to Baker Maple Falls-Glacier	4.00
3	Canyon Lake Community Forest	7.01
4	Chuckanut Mountain / Pine & Cedar Lakes	16.60
5	Deming Homestead Eagle Park, Truck Rd.	0.30
6	Hovander Homestead Park	3.20
7	Interurban, Chuckanut area	3.15
8	Jensen Family Forest Park, Stein Rd. and Birch Bay Lynden Rd.	0.67
9	Lake Whatcom Park	8.50
10	Lily Point, Point Roberts	2.00
11	Lookout Mountain Forest Preserve	6.80
12	Maple Creek Park, 7842 Silver Lake Rd., Maple Falls	1.28
13	Monument Park, 25 Marine Dr. in Point Roberts	0.35
14	Phillips 66 Soccer Park Trail (Used to be Northwest Soccer Park), Smith	0.38
15	Ostrom Conservation Site, 4304 South Pass Rd.	0.56
16	Point Whitehorn Marine Reserve, 6770 Koehn Rd, Birch Bay	0.81
17	Samish Park, 673 N. Lake Samish	1.38
18	Semiahmoo Park	0.63
19	Silver Lake Park, 9006 Silver Lake Rd.	5.28
20	South Fork Park	2.30
21	Squires Lake, 2510 Nulle Rd.	2.88
22	Stimpson Family Nature Reserve, 2076 Lake Louise Rd.	4.02
23	Sunset Farm, 7977 Blaine Rd.	0.56
24	Teddy Bear Cove	0.33
<b>TOTAL</b>		<b>73.74</b>

## Future Needs

A level of service of 0.60 miles of trails for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. With projected population growth in Whatcom County over the next six years, about 71 additional miles of trails would be needed by the year 2026 to serve the people of Whatcom County.

## Proposed Improvement Projects

Trail improvement projects and associated facilities, totaling approximately \$4.8 million dollars, are proposed over the six-year planning period. These projects would add 9 trail miles (the South Fork Park trails project would add 5 miles and the Lake Whatcom trails project would add 4 miles). Additionally, the Birch Bay Drive & Pedestrian Facility (beach restoration and berm project) will add 1 mile of trail.

While there is a shortfall in trail miles provided by the County, there are other trails that are owned/maintained by a variety of agencies or jurisdictions that provide recreational opportunities for Whatcom County residents and visitors.

## Activity Centers

There are currently 13 activity centers that provide a variety of year-round programs for various age groups. The activity center inventory is shown below.

**Table 3. Existing Activity Centers**

Site No.	Activity Center Name and Location
1	Bay Horizon, 7511 Gemini Street
2	Bellingham Senior Activity Center, 315 Halleck Street
3	Blaine Community Senior Center, 763 G Street
4	East Whatcom Regional Resource Center, 8251 Kendall Rd.
5	Everson Senior Center, 111 W. Main Street
6	Ferndale Senior Center, 1999 Cherry Street
7	Lynden Senior Center, 401 Grover Street
8	Plantation Rifle Range, 5102 Samish Way
9	Point Roberts Senior Center, 1487 Gulf Road
10	Roeder Home, 2600 Sunset Dr.
11	Sumas Senior Center, 461 2nd Street
12	Van Zandt Community Hall, 4106 Valley Highway
13	Welcome Senior Center, 5103 Mosquito Lake Rd.

Note: The Blaine, Everson, Lynden and Sumas Centers are owned by these respective cities. The Point Roberts Center is owned by the Point Roberts Park District. Whatcom County provides and/or contracts for senior activities and recreational programming at these centers.

## Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for activity centers. Rather, Comprehensive Plan Policy 4F-5 states:

Continue to provide and support activity centers, including senior centers, to serve the growing population of Whatcom County by the following methods, as needed, which are listed in priority order: (1) implementing programming changes, (2) adding space to existing centers, and/or (3) establishing new centers.

### Proposed Improvement Projects

Two activity center projects, involving a boiler replacement at the East Whatcom Regional Resource Center and demolition of a building at Bay Horizon, are proposed. These project will cost about \$591,000 within the six-year planning period.

### Six-Year Capital Improvement Program

The park, trail, and activity center projects planned over the next six years are shown below.

**Table 4. Park, Trail, and Activity Center Projects Planned Over the Next Six Years**

Project #		Funding Source	2021	2022	2023	2024	2025	2026	Totals
1	Nugent's Corner Building Demolition	1	67,713						67,713
2	Parks Admin Offices HVAC Replacement & Upgrade	1	81,411						81,411
3	Lighthouse Marine Park Siding & Roofing	1		168,350					168,350
4	Silver Lake Restrooms & Day-Use Improvements	1	1,430,000	1,450,000	910,000				3,790,000
5	Birch Bay Beach Park Development	2, 3	140,000	392,825					532,825
6	Hovander Picnic Shelters	1		53,200	210,000	105,000			368,200
7	Silver Lake Cabins Capital Maintenance Program	1			250,603				250,603
8	Hertz Trail Capital Maintenance Program	1				25,000	195,000		220,000
9	Stimpson Family Nature Reserve Parking Improvements	1		80,075					80,075
10	Lookout Mtn Forest Preserve Parking Improvements	1			94,218				94,218
11	Lake Whatcom Park Trailhead	1	352,025			1,350,000	975,000		2,677,025
12	Lily Point Marine Park Parking Improvements	1					241,136		241,136
13	South Fork Park Bridges & Connector Trail	1, 2	29,000	125,000	125,000	515,000			794,000
14	Tennant Lake Interpretive Center Remodel	1					10,000	56,383	66,383
15	Hovander Park Access Improvements	1, 2						250,000	250,000
16	Samish Park Parking/Vehicular Circulation Improvement	1					75,000	225,000	300,000
17	Bay Horizon Hostel Demolition	1						456,248	456,248
18	Lake Whatcom Trail Development	1	189,000						189,000
19	Hovander Maintenance Shop	1	175,000						175,000
20	Maple Falls Park Trailhead Restroom & Parking	1, 2					182,500	750,000	932,500
21	East Whatcom Regional Resource Center-Replace Boiler	4							
<b>Parks Totals</b>			2,464,149	2,404,220	1,589,821	1,995,000	1,678,636	1,737,631	11,869,457
<b>Funding Sources:</b>									
1. Real Estate Excise Tax (REET)									
2. Grants									
3. Parks Special Revenue Fund									
4. Economic Development Investment (EDI) Funds									

## Chapter 3 – Maintenance and Operations

### Existing Maintenance and Operations Space

The 2020 inventory of maintenance & operations/facilities management space is 70,681 square feet. This inventory is shown below.

**Table 5. Existing Space**

Site No.	Facility Name	Square feet
1	Central Shop, 901 W. Smith Rd. (Maintenance and Operations)	35,773
2	3720 Williamson Way (Facilities Management)	31,248
3	Minimum Security Correction Facility - 2030 Division St. (Facilities Management Storage)	3,660
TOTAL		70,681

### Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for maintenance and operations. The County will budget for improvements to such facilities as needed.

### Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total over \$812,000 as shown below.

**Table 6. Proposed Maintenance and Operations Projects**

<u>Maintenance &amp; Operations</u>	<u>Funding Source</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>Total Cost</u>
1. Central Shop - Vactor Building	1	330,000						330,000
2. Central Shop - Road Oil Tank	1	236,500						236,500
3. Central Shop - Roof Replacement	2, 3	232,875						232,875
4. HVAC Programming (3720 Williamson Way)	3	13,000						13,000
		812,375						812,375
TOTAL								

#### Funding Sources

1. Road Fund
2. Equipment Rental & Revolving (ER&R) Fund
3. Real Estate Excise Tax (REET)

## Chapter 4 – General Government Buildings and Sites

### Existing Office Space

The 2020 inventory of County government office space is 331,141 square feet at nine locations. This inventory is shown below.

**Table 7. Existing County Government Office Space**

Site No.	Facility Name	Square feet
1	Civic Center Annex (322 North Commercial)	30,000
2	Central Plaza Building (215 N. Commercial)	10,307
3	County Courthouse (311 Grand Avenue)	200,000
4	Forest St. Annex (1000 North Forest St.)	14,000
5	509 Girard St.	13,189
6	3373 Mt. Baker Highway	2,110
7	1500 N. State St.	16,820
8	Northwest Annex (5280 Northwest Dr.)	20,265
9	Crisis Stabilization Center (2026 Division St.)	<u>24,450</u>
TOTAL		331,141

### Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for general government buildings. The County will budget for improvements to such facilities as needed.

### Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total approximately \$52.5 million as shown below.

**Table 8. Proposed Government Building and Site Improvement Projects**

	Funding Source	2021	2022	2023	2024	2025	2026	Totals
1 Courthouse Maintenance Projects (311 Grand Ave)	1, 2	311,837	1,020,514		500,000	500,000		2,332,351
2 Northwest Annex Campus	2, 3, 4	1,950,000	12,000,000	12,000,000				25,950,000
3 Courthouse Exterior Project - Phase 2 (311 Grand Ave)	1, 2	500,000	2,921,000	2,921,000				6,342,000
4 Improvements, including remodel and HVAC (1500 N. State St)	5, 6			750,000	8,717,000			9,467,000
5 Improvements, including roof, HVAC, and windows (509 Girard St)	2				80,000	1,380,000		1,460,000
6 Prosecuting Attorney - Office Update (311 Grand Ave)	1	60,514						60,514
7 Civic Center - Parking Lot (322 N. Commercial)	1, 4				75,000	400,000		475,000
8 Civic Center Building Renovation (322 N Commercial)	1, 4	3,000,000	1,600,000	400,000				5,000,000
9 Interior Painting, Carpets, Asphalt Repairs (various locations)	1	165,000	165,000	165,000	165,000	165,000	165,000	990,000
10 Central Plaza Debt Service (215 N. Commercial)	1	124,000	124,000	124,000				372,000
11 ADA Compliance (various locations)	1	40,000	40,000					80,000
<b>Totals</b>		<b>6,151,351</b>	<b>17,870,514</b>	<b>16,360,000</b>	<b>9,537,000</b>	<b>2,445,000</b>	<b>165,000</b>	<b>52,528,865</b>

#### Funding Sources

1. Real Estate Excise Tax (REET)
2. Economic Development Initiative (EDI)
3. Debt
4. Road Fund
5. State Street Project Based Budget
6. Grants



## Chapter 5 – Sheriff’s Office

### Existing Sheriff’s Office Space

The 2020 inventory of Sheriff’s office space is 22,902 square feet. This inventory is shown below.

**Table 9. Existing Sheriff’s Facilities**

Site No.	Facility Name	Square Feet
1	Public Safety Building (311 Grand Ave)	15,102
2	Minimum Security Correction Facility (2030 Division St.)	6,000
3	Laurel Substation (194 W. Laurel Rd.)	1,800
TOTAL		22,902

Notes: The Sheriff’s Office also has storage facilities at various locations in Whatcom County. The County has two mobile homes and an old detention facility in Point Roberts. The resident deputies operate out of their homes or utilize space at the U.S. Customs office at the border.

### Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for Sheriff’s Office facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

Maintain Sheriff’s Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates. . . Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

### Proposed Improvement Projects

A new Sheriff’s Office, satellite office, and a new public safety radio system are planned within the next six years. The comprehensive radio system update will include infrastructure (such as towers), radio systems in buildings, radios in vehicles, and hand-held radios. These improvements will cost almost \$22 million, as shown below.

**Table 10. Proposed Sheriff’s Office Improvement Projects**

<b>Project #</b>	<b>Funding Source</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Totals</b>
Sheriff’s Office & Satellite Office	1, 2			1,200,000	14,400,000			15,600,000
Public Safety Radio System	3, 4, 5, 6	1,500,000	850,000	1,425,000	1,575,000	780,000		6,130,000
<b>Totals</b>		1,500,000	850,000	2,625,000	15,975,000	780,000	-	21,730,000

Funding Source

1. Real Estate Excise Tax (REET)
2. Debt
3. Grants
4. Economic Development Investment (EDI) Fund
5. Fire Districts/Departments
6. Countywide Emergency Medical Services (EMS) Fund

## Chapter 6 – Emergency Management

### Existing Emergency Management Space

The 2020 inventory of Sheriff's Office, Division of Emergency Management space is 24,000 square feet, located at the Whatcom Unified Emergency Coordination Center (WUECC). Rented by and shared between both Whatcom County and the City of Bellingham, the WUECC is comprised of 2,000 square feet of office space and an additional 22,000 square feet of support facilities (used for meetings, training, exercises, and during emergencies). The WUECC serves as the Emergency Operations Center for both the County and the City.

**Table 11. Existing Emergency Management/EOC Facilities**

Site No.	Facility Name	Square feet
1	Whatcom Unified Emergency Coordination Center 3888 Sound Way, Bellingham	24,000

### Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for emergency management facilities. Rather, Comprehensive Plan Policy 4D-4 is to:

Maintain adequate facilities for daily emergency management activities and, during an emergency or disaster, for the emergency operations center. The facilities will provide sufficient space for activities relating to emergency/disaster planning, mitigation, response and recovery. Existing facilities may be expanded, remodeled, and/ or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

### Proposed Improvement Projects

There are no emergency management capital improvement projects planned over the next six years.

## Chapter 7 – Adult Corrections

### Existing Jail Facilities

The County’s Main Jail was designed and originally built to hold 148 beds, although with some limited remodeling and the use of double bunking, the operational capacity of the main jail should be for the use of 212 beds. Additionally, the jail is currently not in compliance with the Building/Fire Codes for double bunking, although a plan has been approved to bring it into partial compliance. Whatcom County completed construction of a 150 bed minimum security correction facility on Division St. in 2006. The Main Jail is located in the Public Safety Building next to the County Courthouse in downtown Bellingham and the Minimum Security Correction Facility is located in the Bakerview Rd. industrial area.

**Table 12. Existing Jail Beds**

Site No.	Facility Name	Jail Beds
1	Public Safety Building (311 Grand Ave.)	212
2	Jail Work Center (2030 Division St.)	<u>150</u>
TOTAL		362

Note: As the result of the COVID-19 pandemic, the jail is operating at a reduced capacity to provide for social distancing until such time as the pandemic is declared under control by the Washington State Department of Health. Due to the mix of offenders, a firm population cap has not been set, but is anticipated to remain at approximately 150 offenders at the Downtown Jail.

### Future Needs

There continues to be serious concerns among law and justice officials related to jail facility needs in the community. That need has been documented over the years, with the most recent being the *Building Assessment Studies and Cost Estimates for Capital Improvements at the Jail (Public Safety Building)* (Sept. 2017).

The Whatcom County Comprehensive Plan does not contain a level of service standard for jail facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

Maintain Sheriff’s Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates. The number of jail beds in adult corrections facilities will be determined after review of multiple factors, including projected population growth, State sentencing laws, alternative programs, treatment diversion programs, early release programs, the need to separate violent inmates, the need to separate inmates by gender, the need to separate inmates by other classification considerations, average length of stay, peak inmate populations and available funding. Existing facilities may be expanded, remodeled, and/ or new facilities developed in response to changing need.

## Proposed Improvement Projects

The adult corrections projects planned over the next six years are shown below.

**Table 13. Proposed Improvement Projects**

Project #		Funding Source	2021	2022	2023	2024	2025	2026	Totals
1	Public Health, Safety, and Justice Facilities	1			5,000,000	90,000,000			95,000,000
2	Jail Work Center - Hot Water Tanks	2	197,922						197,922
<b>Totals</b>			197,922	0	5,000,000	90,000,000	0	0	95,197,922

### Funding Sources

1. Investigate alternative funding sources outside of debt and sales tax
2. Jail Improvement Fund

## Chapter 8 – Juvenile Detention

### Existing Juvenile Detention Facilities

The 2020 inventory of County juvenile detention facilities includes 32 beds serving the countywide population. The juvenile detention facility is located on the sixth floor of the County Courthouse at 311 Grand Avenue.

**Table 14. Existing Juvenile Detention Beds**

Site No.	Facility Name	Beds
1	County Courthouse (311 Grand Ave.)	32

### Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for juvenile detention facilities. Rather, Comprehensive Plan Policy 4D-3 is to:

Maintain juvenile detention facilities and alternative corrections programs to provide safe and secure methods to provide accountability and support for minors who break the law. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

### Proposed Improvement Projects

There are no juvenile detention capital improvement projects planned in the six-year planning period.

## **Chapter 9 – Transportation**

### **Existing Roads**

The 2019 inventory shows a total of 935.44 miles of County roads.

### **Future Needs**

The Whatcom County Comprehensive Plan sets level of service (LOS) standards for County roads. Future traffic and the level of service for roads can be forecasted using computer-modeling software. The Whatcom Council of Governments forecasts future traffic utilizing a computer transportation model. This modeling effort will inform transportation planning in Whatcom County.

Whatcom County accomplishes planning for County road improvements by approving a Six-Year Transportation Improvement Program each year, as required by RCW 36.81.121.

### **Proposed Improvement Projects**

The Whatcom County Six-Year Transportation Improvement Program includes preliminary planning for two proposed new road projects:

- Horton Road connector (between Northwest Drive and Aldrich Road); and
- Lincoln Road extension (between Harborview Road and Blaine Road).

While these two projects are on the Six-Year Transportation Improvement Program, construction is not anticipated within the six-year planning period. Rather, preliminary engineering to determine project feasibility may be initiated within this time frame.

The six-year plan contains a variety of projects, including bridge replacements, intersection improvements, reconstruction, fish passage projects, and the Birch Bay Drive & Pedestrian Facility improvements, which include pedestrian and non-motorized enhancements along Birch Bay Dr.

**Existing Ferry Facilities**

Whatcom County currently has one ferry vessel serving Lummi Island. The ferry runs between Lummi Island and Gooseberry Point on a daily basis.

**Future Needs**

Current Whatcom County Comprehensive Plan Policy 6A-1 establishes the following LOS standard for the ferry:

The Lummi Island Ferry Advisory Committee (LIFAC) is cooperating with Public Works to develop an updated LOS standard. LIFAC will present a revision to this section when that work is complete. The interim LOS is calculated using the scheduled trips, the estimated car units of the ferry and the Small Area Estimates Program (SAEP) population figure. The interim standard is established at 439 ( $LOS = (\text{Scheduled one way trips} \times \text{estimated car units for the boat}) \times 2 / \text{SAEP [Small Area Estimate Program] population figure from OFM for Lummi Island}$ ).

The Special Programs Manager for the County Public Works Department confirmed that the ferry service currently meets the interim LOS standard.

**Proposed Improvement Projects**

The Six-Year Transportation Improvement Program includes construction of ferry terminal improvements, preliminary engineering and design for replacing the Whatcom Chief, and preliminary engineering and right-of-way acquisition for relocation of the ferry terminal.

**Total Transportation Costs**

Transportation projects, including road and ferry projects, total approximately \$54 million over the six-year planning period. This includes approximately \$39 million in local funds, with the remainder coming from the State and Federal governments.



## Chapter 10 – Stormwater Facilities

### Existing Stormwater Management Facilities

The Public Works Department is responsible for design, engineering, and construction of county-owned stormwater facilities. Many stormwater facilities are road-related stormwater conveyance systems such as culverts and ditches on and adjacent to county roads. Others are off right-of-way facilities that control storm flows and improve water quality.

In response to increasing federal and state mandates to manage stormwater and the public's desire to improve stewardship of sensitive watersheds, Whatcom County established a Stormwater Division in 2005. The Stormwater Division is responsible for planning, designing, engineering, and construction of stormwater facilities. Inventories of existing stormwater facilities are maintained by the Public Works Department. The Engineering Services Division maintains an inventory of all road-related facilities. The Stormwater Division maintains an inventory of public and private stormwater facilities in the area covered by the County's NPDES Phase II permit for Municipal Separate Storm Sewer Systems. This inventory includes ditches, culverts, catch basins, vaults, ponds, and swales. Completed Stormwater Construction Projects since the Stormwater Division was created in 2005 are listed below.

**Table 15. Completed Stormwater Construction Projects Since 2005**

Existing Site No.	Watershed	Facility Name	Year Completed
1	Lake Whatcom	Geneva Stormwater Retrofits	2006
2	Lake Whatcom	Cable Street Reconstruction & Stormwater Improvements	2007
3	Lake Whatcom	Lahti Drive Stormwater Improvements	2010
4	Lake Whatcom	Silver Beach Creek Improvements - Brownsville Drive to E. 16th Place	2011
5	Lake Whatcom	Silver Beach Creek Improvements - West Tributary	2012
6	Lake Whatcom	Coronado-Fremont Stormwater Improvements	2014
7	Lake Whatcom	Cedar Hills-Euclid Stormwater Improvements	2016
8	Lake Whatcom	Agate Bay Improvements-Phase 1 & 2	2018-2019



**Figure 1. Lake Whatcom Cedar Hills-Euclid Stormwater Improvements**

Whatcom County Public Works regularly seeks and is awarded grant money that contributes to the design and construction of these stormwater projects that improve water quality through treatment systems and stream stabilization.

### **Future Needs**

An increasing emphasis on the protection of sensitive watersheds has resulted in the adoption of comprehensive stormwater plans, including plans for Lake Whatcom and Birch Bay. The adopted plans identify work towards planning, design, engineering, and construction of capital projects intended to address stormwater issues.

### **Proposed Improvement Projects**

Stormwater improvement projects totaling over \$12 million are proposed over the six-year planning period as shown below. These costs would be paid by Real Estate Excise Tax (REET), Lake Whatcom Stormwater Utility, grants, Road fund, and funding from the Birch Bay Watershed and Aquatic Resources Management District (BBWARM).

**Table 16. Proposed Stormwater Improvement Projects**

	<b>Funding Source</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Totals</b>
1 Silver Beach Creek -Phase 1	1	560,000						560,000
2 Academy Stormwater Facility - Phase 2	1, 2	100,000		300,000				400,000
3 Geneva - Bioretention	1, 3	125,000	730,000	10,000	10,000			875,000
4 Sudden Valley - Stormwater Improvements	1	150,000	600,000					750,000
5 Silver Beach Creek - Stream Bank Erosion Project Phase 2	1	70,000	80,000		600,000			750,000
6 Eagleridge - Stormwater Improvements	1			55,000	100,000	325,000		480,000
7 Strawberry Pt/Lake Whatcom Blvd - Stormwater Improvements	1			120,000	140,000	650,000		910,000
8 Austin Court - Stormwater Improvements	1				42,000	80,000	320,000	442,000
9 Viewhaven Lane - Water Quality and Conveyance	1					66,000	160,000	226,000
10 Geneva St./Lake Louise Rd - Culvert Replacement	1, 4						75,000	75,000
11 Shallow Shore Drive - Culvert Relocation	1	100,000	250,000					350,000
12 Semiahmoo Drive - Stormwater Improvements	1, 5	135,000	480,000					615,000
13 Harborview Rd./Birch Bay Dr - Stormwater Improvements	1, 5	1,100,000	30,000					1,130,000
14 Holeman Ave. - Stormwater Improvements	1, 5	50,000	200,000					250,000
15 Lora Lane - Drainage & Tide Gate Modifications	1, 4, 5	35,000	150,000	1,200,000				1,385,000
16 Wooldridge Ave & Sunset Drive - Stormwater Improvements	1, 3, 5		100,000	120,000	1,000,000			1,220,000
17 Hillsdale - Stormwater Improvements Phase 1	1, 5			100,000	150,000	500,000		750,000
18 Morrison Ave & Terrill Drive - Stormwater Improvements	1, 5				100,000	120,000	700,000	920,000
19 Normar Place - Stormwater Improvements	5					50,000	75,000	125,000
<b>Stormwater Totals</b>		<b>2,425,000</b>	<b>2,620,000</b>	<b>1,905,000</b>	<b>2,142,000</b>	<b>1,791,000</b>	<b>1,330,000</b>	<b>12,213,000</b>
Funding Sources								
1. Real Estate Excise Tax (REET)								
2. Lake Whatcom Stormwater Utility								
3. Grants								
4. Road Fund								
5. Birch Bay Watershed and Aquatic Resources Management District (BBWARM)								

## Chapter 11 – Total Costs

Total Costs for the six-year planning period are shown below.

**Table 17. Total Costs for the Six-Year Planning Period**

	<b>Total Costs 2021-2026</b>	<b>Percent of Total Costs</b>
Parks, Trails, and Activity Centers	11,869,457	4.78%
Maintenance and Operations	812,375	0.33%
General Government Buildings and Sites	52,528,865	21.17%
Sheriff's Office	21,730,000	8.76%
Emergency Management	0	0.00%
Adult Corrections	95,197,922	38.36%
Juvenile Detention	0	0.00%
Transportation	53,797,000	21.68%
Stormwater Facilities	<u>12,213,000</u>	<u>4.92%</u>
<b>TOTAL</b>	248,148,619	100.00%

The County plans to undertake capital improvement projects costing approximately \$248 million between 2021 and 2026, which will be financed with a combination of local, state, federal, and other funding sources.

## Exhibit B (Repeal Existing CIP)

### ~~Six-Year Capital Improvement Program For Whatcom County Facilities 2019–2024~~

#### ~~Table of Contents~~

Chapter 1—Introduction.....	3
Growth Management Act Requirements.....	3
Charter Provisions and the County Budget.....	4
Chapter 2—Parks, Trails, and Activity Centers.....	5
Parks.....	5
Future Needs.....	6
Proposed Improvement Projects.....	6
Trails.....	6
Future Needs.....	7
Proposed Improvement Projects.....	7
Activity Centers.....	7
Future Needs.....	7
Proposed Improvement Projects.....	8
Six-Year Capital Improvement Program.....	8
Chapter 3—Maintenance and Operations.....	9
Existing Maintenance and Operations Space.....	9
Future Needs.....	9
Proposed Improvement Projects.....	9
Chapter 4—General Government Buildings and Sites.....	10
Existing Office Space.....	10
Future Needs.....	10
Proposed Improvement Projects.....	10
Chapter 5—Sheriff’s Office.....	11
Existing Sheriff’s Office Space.....	11

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Future Needs .....	11
Proposed Improvement Projects .....	12
Chapter 6—Emergency Management .....	13
Existing Emergency Management Space .....	13
Future Needs .....	13
Proposed Improvement Projects .....	13
Chapter 7—Adult Corrections .....	14
Existing Jail Facilities .....	14
Future Needs .....	14
Proposed Improvement Projects .....	15
Chapter 8—Juvenile Detention .....	16
Existing Juvenile Detention Facilities .....	16
Future Needs .....	16
Proposed Improvement Projects .....	16
Chapter 9—Transportation .....	17
Existing Roads .....	17
Future Needs .....	17
Proposed Improvement Projects .....	17
Existing Ferry Facilities .....	18
Future Needs .....	18
Proposed Improvement Projects .....	18
Total Transportation Costs .....	18
Chapter 10—Stormwater Facilities .....	19
Existing Stormwater Management Facilities .....	19
Future Needs .....	20
Proposed Improvement Projects .....	20
Chapter 11—Total Costs .....	21

## **Chapter 1—Introduction**

The Growth Management Act requires that the County's Comprehensive Plan include a "capital facilities plan element" (RCW 36.70A.070(3)). The Whatcom County Comprehensive Plan calls for the County to develop and update the Six-Year Capital Improvement Program (CIP) for County projects every two years. The main purpose of the Capital Improvement Program is to identify priority capital improvement projects and estimated costs, outline a schedule for project completion, and designate funding sources for these projects based on a review of existing and projected population and revenue conditions for the six-year planning period.

### **Growth Management Act Requirements**

According to the Growth Management Act, a county's capital facilities plan must include five items, which are shown below:

*A. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.*

Current inventories of existing County capital facilities, based upon information provided by various County departments, are included in each chapter of this document.

*B. A forecast of the future needs for such capital facilities.*

Chapter 4 of the Whatcom County Comprehensive Plan establishes numerical "level of service" standards for County parks and trails and contains policies relating to other County facilities. Capital facility needs are forecasted over the six-year planning period by applying the adopted level of service standards to the expected population in the year 2024 and by considering other relevant factors.

*C. Proposed locations and capacities of expanded or new capital facilities.*

General locations and capacities of proposed County facilities are indicated in this document (as applicable).

*D. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.*

This Six-Year Capital Improvement Program presents costs and funding sources for proposed County capital facilities (all figures are in 2018 dollars). There are a variety of funding sources that the County utilizes to pay for capital facilities, including real estate excise taxes, the Public Utilities Improvement Fund (also known as the Rural Sales Tax Fund, Economic Development Initiative Fund or EDI Fund), Road Fund, state grants, federal grants and a variety of other funds.

~~E. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.~~

~~Finally, in accordance with the Growth Management Act, a requirement to reassess the land use element of the Comprehensive Plan if probable funding falls short of meeting existing needs and to ensure consistency between plans already exists in the Comprehensive Plan (Policy 4A-4).~~

### **~~Charter Provisions and the County Budget~~**

~~In addition to Growth Management Act provisions relating to capital facilities, Section 6.30 of the County Charter also requires the County to include a six-year capital improvement program as part of the budget. Appropriations for 2019–2020 capital projects may be included in the biennial budget or may be adopted through the supplemental budget process. Ultimate funding for capital improvement projects is subject to County Council authorization in the adopted budget. Costs identified for 2021–2024 are included for planning purposes and review of potential future needs, but not for budget authorization at this time.~~



## Chapter 2—Parks, Trails, and Activity Centers

### Parks

The 2018 inventory of County parks and open space areas is over 15,800 acres. This inventory is shown below.

**Table 1. Existing Parks**

Site No.	Park Name and Location	Acres
1	Alderwood Park, 3479 Willowood Rd.	2.8
2	Bay Horizon Park, 7467 Gemini St.	69.8
3	Birch Bay Community Park, 7930 Birch Bay Dr.	13.2
4	Birch Bay Conservancy Area, 7000 Point Whitehorn Rd.	43.2
5	Birch Bay Tidelands	143.9
6	Boulevard Park, 471 Bayview Dr.	1.8
7	Broadway Beach Access, 7497 Birch Bay Dr.	0.1
8	Cagey Road, 3130 Haxton Way	20.3
9	Camp 2 RR ROW, 3775 Camp 2 Rd.	2.3
10	Canyon Lake Community Forest, 8300 Mt. Baker Hwy.	2,394.4
11	Chuckanut Mountain Park, 745 Old Samish Rd.	973.1
12	Cottonwood Beach Access, 8191 Birch Bay Dr.	4.6
13	Deming Eagle Homestead Park, 5615 Truck Rd.	28.5
14	Dittrich Park, 319 E Lake Samish Dr.	22.8
15	Drayton Harbor Tidelands	0.3
16	Euclid Park, 1570 Euclid Ave.	1.2
17	Galbraith Mountain Access, 800 Birch Falls Dr.	20.3
18	Glacier Cemetery	0.5
19	Halverson Park, 5075 Anderson Rd.	5.6
20	Haynie Road, 2876 Haynie Rd.	1.9
21	Hegg, 3845 Blue Canyon Rd.	4.0
22	Hovander Homestead Park and Tennant Lake, 5299 Nielsen Rd.	338.3
23	Jackson Rd. Beach Access, 7465 Birch Bay Dr.	0.2
24	Jensen Family Forest Park, 8051 Stein Rd.	21.7
25	Josh VanderYacht Park, 4106 Valley Highway	2.2
26	Kickerville Road, 4110 Bay Rd.	2.4
27	Lake Whatcom Park, 3220 North Shore Rd.	4,686.5
28	Lighthouse Marine Park, 811 Marine Dr. in Point Roberts	24.3
29	Lily Point Marine Park, 2315 APA Rd. in Point Roberts	274.0
30	Little Squalicum Park, 640 Marine Dr.	13.7
31	Lookout Mountain Forest Preserve, 2537 Lake Louise Rd.	4,430.3
32	Lummi Island Beach Access, 2198 N. Nugent Rd.	0.1
33	Maple Beach Tidelands	101.5
34	Maple Creek Park, 7842 Silver Lake Rd.	79.7
35	Maple Falls Community Park, 7470 Second St.	4.1
36	Monument Park, 25 Marine Dr. in Point Roberts	7.3
37	Nugent's Corner River Access, 3685 Mt. Baker Highway	16.5
38	Ostrom Conservation Site, 4304 South Pass Rd.	36.3
39	Phillips 66 Soccer Park, 5238 Northwest Dr. (used to be Northwest Soccer Park)	36.5
40	Point Whitehorn Marine Reserve, 6770 Koehn Rd.	55.3
41	Redwood Park, 3310 Redwood Ave.	0.2
42	Samish Park, 673 N. Lake Samish Dr.	26.4
43	Samish Way, 5170 Samish Way	2.0
44	Semiahmoo Park, 9261 Semiahmoo Parkway	304.0
45	Silver Lake Park, 9006 Silver Lake Rd.	410.4
46	South Fork Park, 1530 Mosquito Lake Rd.	550.3
47	South Lake Whatcom Park, 4144 S Bay Dr.	78.9
48	South Pass East, 4900 South Pass Rd.	0.7
49	South Pass West, 4190 South Pass Rd.	0.5
50	Squires Lake Park, 2510 Nulle Rd.	82.3
51	Stimpson Family Nature Reserve, 2076 Lake Louise Rd.	376.1
52	Sunnyside Landing, 2870 Northshore Rd.	6.5
53	Sunset Beach, 2580 West Shore Dr. on Lummi Island	5.4
54	Sunset Farm Park, 7977 Blaine Rd.	70.0
55	Ted Edwards Park, 4150 Oriental Ave.	3.6
56	Teddy Bear Cove Park, 1467 Chuckanut Dr.	8.8
57	Terrell Creek Access, 7417 Jackson Rd.	0.6
58	Terrell Creek Heron Rookery, 7065 Jackson Rd.	14.4
59	Terrell Creek Point, 7685 Birch Bay Dr.	7.6
60	Turner-Jaeger, 1975 Lake Louise Rd.	4.7
61	Welcome Bridge River Access, 5585 Mosquito Lake Rd.	0.5
<b>TOTAL</b>		<b>15,839.4</b>

Pursuant to RCW 36.87.130, there are also public access properties on right-of-way ends that intersect shorelines.

### Future Needs

A level of service of 9.6 acres of developed parkland for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. The County's existing parks will meet the adopted level of service over the six-year planning period. However, the County is proposing park improvement projects to increase quality of existing park facilities and develop the Birch Bay Community Park to meet the longer term needs of a growing population.

### Proposed Improvement Projects

Park improvement projects, totaling almost \$16.1 million, are proposed over the six-year planning period.

### Trails

Whatcom County currently has over 73 miles of trails in various locations throughout the County. This inventory is shown below.

**Table 2. Existing Trails**

Site No.	Trail Name and Location	Miles
1	Bay Horizon/Bay Crest Trail	0.75
2	Bay to Baker Maple Falls-Glacier	4.00
3	Canyon Lake Community Forest	7.01
4	Chuckanut Mountain / Pine & Cedar Lakes	16.60
5	Deming Homestead Eagle Park, Truck Rd.	0.30
6	Hovander Homestead Park	3.20
7	Interurban, Chuckanut area	3.15
8	Jensen Family Forest Park, Stein Rd. and Birch Bay Lynde	0.67
9	Lake Whatcom Park	6.00
10	Lily Point, Point Roberts	2.00
11	Lookout Mountain Forest Preserve	9.11
12	Maple Creek Park, 7842 Silver Lake Rd., Maple Falls	1.28
13	Monument Park, 25 Marine Dr. in Point Roberts	0.35
14	Phillips 66 Soccer Park Trail (Used to be Northwest Socce	0.38
15	Ostrom Conservation Site, 4304 South Pass Rd.	0.56
16	Point Whitehorn Marine Reserve, 6770 Koehn Rd, Birch Ba	0.81
17	Samish Park, 673 N. Lake Samish	1.38
18	Semiahmoo Park	0.63
19	Silver Lake Park, 9006 Silver Lake Rd.	5.28
20	South Fork Park	2.30
21	Squires Lake, 2510 Nulle Rd.	2.88
22	Stimpson Family Nature Reserve, 2076 Lake Louise Rd.	4.02
23	Sunset Farm, 7977 Blaine Rd.	0.56
24	Teddy Bear Cove	0.33
<b>TOTAL</b>		<b>73.55</b>

## Future Needs

A level of service of 0.60 miles of trails for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. With projected population growth in Whatcom County over the next six years, about 68 additional miles of trails would be needed by the year 2024 to serve the people of Whatcom County.

## Proposed Improvement Projects

Trail improvement projects and associated facilities, totaling almost \$7.3 million, are proposed over the six-year planning period. These projects would add almost 27 trail miles (the South Fork Park trails project would add 5 miles and the Lake Whatcom trails project would add 21.8 miles).

While there is a shortfall in trail miles provided by the County, there are other trails that are owned/maintained by a variety of agencies or jurisdictions that provide recreational opportunities for Whatcom County residents and visitors.

## Activity Centers

There are currently 13 activity centers that provide a variety of year-round programs for various age groups. The activity center inventory is shown below.

**Table 3. Existing Activity Centers**

Site No.	Activity Center Name and Location
1	Bay Horizon, 7511 Gemini Street
2	Bellingham Senior Activity Center, 315 Halleck Street
3	Blaine Community Senior Center, 763 G Street
4	East Whatcom Regional Resource Center, 8251 Kendall Rd.
5	Everson Senior Center, 111 W. Main Street
6	Ferndale Senior Center, 1999 Cherry Street
7	Lynden Senior Center, 401 Grover Street
8	Plantation Rifle Range, 5102 Samish Way
9	Point Roberts Senior Center, 1487 Gulf Road
10	Roeder Home, 2600 Sunset Dr.
11	Sumas Senior Center, 461 2nd Street
12	Van Zandt Community Hall, 4106 Valley Highway
13	Welcome Senior Center, 5103 Mosquito Lake Rd.

Note: The Blaine, Everson, Lynden and Sumas Centers are owned by these respective cities. The Point Roberts Center is owned by the Point Roberts Park District. Whatcom County provides and/or contracts for senior activities and recreational programming at these centers.

## Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for activity centers. Rather, Comprehensive Plan Policy 4F-5 states:

Continue to provide and support activity centers, including senior centers, to serve the growing population of Whatcom County by the following methods, as needed, which are listed in priority order: (1) implementing programming

changes, (2) adding space to existing centers, and/or (3) establishing new centers.

### Proposed Improvement Projects

One activity improvement project, which will add new multi-use buildings at the East Whatcom Regional Resource Center, is proposed. This project will cost over \$2 million within the six-year planning period.

### Six-Year Capital Improvement Program

The park, trail, and activity center projects planned over the next six years are shown below.

**Table 4. Park, Trail, and Activity Center Projects Planned Over the Next Six Years**

Project #		Funding							Totals
		Source	2019	2020	2021	2022	2023	2024	
1	Hovander/Tennant Paintworks	1	75,500						75,500
2	Gerdrum House Museum Renovation (at Silver Lake)	1	50,200						50,200
3	Semiahmoo Park - Siding & Paint	1		57,200					57,200
4	Demo Bay Horizon Hostel/Silver Lake Bldgs	1	500,500						500,500
5	Silver Lake Campground, Access & Restrooms	1	2,225,000	1,028,000	1,005,000	1,115,000	450,000	825,000	6,648,000
6	Silver Lake Cabins Capital Maint.	1	51,100	53,700	57,298	59,800	62,700		284,598
7	South Fork Phase II Bridges & Connector Trails	1	110,000	93,000	385,000	410,000			998,000
8	Lake Whatcom Park Trailhead Improvements	1	370,000	155,000	1,220,000	635,000			2,380,000
9	Lake Whatcom Area Trail Development	1, 2	574,000	441,000	477,000	508,000	538,000	535,000	3,073,000
10	Hovander Park Animal Exhibit	1, 3			264,500				264,500
11	Hovander Park Picnic Shelters	1	39,500	328,000					367,500
12	Tennant Lake Interpretive Center Remodel	1	30,000	11,000	220,000				261,000
13	Hovander Park Roadway & Access Improvements	1	385,000	120,000	1,375,000	550,000			2,430,000
14	Various Locations - Access and General Maintenance	1	75,000	75,000	75,000	75,000	75,000	75,000	450,000
15	Maple Falls Park Trailhead	1		100,000	145,000	565,000			810,000
16	Birch Bay Beach Park Development	1, 4, 5			255,000	260,000	3,433,000	72,500	4,020,500
17	Nessett Farm - Remodel & restroom	6	100,000	445,000	135,000				680,000
18	East Whatcom Regional Resource Center - Buildings	1, 2, 3, 7, 8	2,018,578						2,018,578
<b>Parks Totals</b>			6,604,378	2,906,900	5,613,798	4,177,800	4,558,700	1,507,500	25,369,076
<u>Funding Sources:</u>									
1. REET									
2. State Grant									
3. Donations									
4. Park and Recreation District									
5. Parks Special Revenue Fund									
6. Nessett Foundation									
7. Community Development Block Grant									
8. State Capital Budget									

## Chapter 3—Maintenance and Operations

### Existing Maintenance and Operations Space

The 2018 inventory of maintenance & operations/facilities management space is 70,681 square feet. This inventory is shown below.

**Table 5. Existing Space**

Site No.	Facility Name	Square feet
1	Central Shop, 901 W. Smith Rd. (Maintenance and Operations)	35,773
2	3720 Williamson Way (Facilities Management)	31,248
3	Minimum Security Correction Facility—2030 Division St. (Facilities Management Storage)	3,660
TOTAL		70,681

### Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for maintenance and operations. The County will budget for improvements to such facilities as needed.

### Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total \$686,000 as shown below.

**Table 6. Proposed Government Building and Site Improvement Projects**

Maintenance & Operations	Funding Source	2019	2020	2021	2022	2023	2024	Total Cost
1. Replace Outdoor Security Camera System (Central Shop)	1	120,000						120,000
2. Replace Sewer Line (Central Shop)	1	66,000						66,000
3. Vactor Truck/Equipment Storage Building (Central Shop)	2	170,000	330,000					500,000
TOTAL		356,000	330,000					686,000

#### Funding Sources

1. Equipment Rental & Revolving (ER&R) Fund
2. Road Fund

## Chapter 4—General Government Buildings and Sites

### Existing Office Space

The 2018 inventory of County government office space is 306,691 square feet at eight locations. This inventory is shown below.

**Table 7. Existing County Government Office Space**

Site No.	Facility Name	Square feet
1	Civic Center Annex (322 North Commercial)	30,000
2	Central Plaza Building (215 N. Commercial)	10,307
3	County Courthouse (311 Grand Avenue)	200,000
4	Forest St. Annex (1000 North Forest St.)	14,000
5	509 Girard St.	13,189
6	3373 Mt. Baker Highway	2,110
7	1500 N. State St.	16,820
8	Northwest Annex (5280 Northwest Dr.)	20,265
TOTAL		306,691

### Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for general government buildings. The County will budget for improvements to such facilities as needed.

### Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total more than \$32 million as shown below.

**Table 8. Proposed Government Building and Site Improvement Projects**

	Funding Source	2019	2020	2021	2022	2023	2024	Totals
1 Courthouse Exterior (311 Grand Ave)	1, 2	1,224,135	892,917	1,170,775	1,258,207	729,229	644,051	5,919,314
2 Prox/Security Access Control Panels (various locations)	1	238,000						238,000
3 Access Controls/Gate (211 E. Champion)	2	89,000						89,000
4 Asphalt Patching/Sidewalks (various locations)	1	50,000	50,000	50,000	50,000	50,000	50,000	300,000
5 Improvements (1000 N. Forest St)	1	65,000						65,000
6 Improvements (1500 N. State St)	2, 3	2,270,000	1,341,456	2,240,000	2,240,000			8,091,456
7 Relocate Morgue	1	400,000	1,600,000					2,000,000
8 Northwest Annex (tenant improvements for new location)	2	260,000						260,000
9 Interior Painting & Carpets (various locations)	1	115,000	115,000	115,000	115,000	115,000	115,000	690,000
10 Central Plaza Debt Service	1	124,000	124,000	124,000	124,000	124,000	124,000	744,000
11 Civic Center Remodel (322 N Commercial)	4, 8	625,000	3,288,500	10,000				3,923,500
12 Civic Center Access Controls/Cameras (322 N Commercial)	4	105,000						105,000
13 Triage Center (2026 Division St.)	5, 6, 7	9,400,000						9,400,000
14 Courthouse Maintenance and Tenant Improvements (311 Grand Ave)	1, 2	350,000						350,000
<b>Totals</b>		15,315,135	7,411,873	3,709,775	3,787,207	1,018,229	933,051	32,175,270

#### Funding Sources

1. Real Estate Excise Tax (REET)
2. Economic Development Initiative (EDI)
3. State Street Building Acquisition and Improvement Fund
4. Road Fund
5. Behavior Health Program Fund
6. State Capital Budget
7. State Grant
8. Civic Center Building Improvement Fund

## **Chapter 5—Sheriff's Office**

### **Existing Sheriff's Office Space**

The 2018 inventory of Sheriff's office space is 23,326 square feet. This inventory is shown below:

**Table 9. Existing Sheriff's Facilities**

Site No.	Facility Name	Square Feet
1	Public Safety Building (311 Grand Ave)	15,102
2	Minimum Security Correction Facility (2030 Division St.)	6,000
3	Laurel Substation (194 W. Laurel Rd.)	1,800
4	East Whatcom Regional Resource Center (8251 Kendall Road)	144
5	Birch Bay Fire Hall	192
6	Nugent's Corner Fire Hall	88
TOTAL		23,326

Notes: The Sheriff's Office also has storage facilities at various locations in Whatcom County.

The County has two mobile homes and an old detention facility in Point Roberts. The resident deputies operate out of their homes or utilize space at the U.S. Customs office at the border.

Sheriff's Office facilities include shared space at local fire districts, which is rented or leased space not solely dedicated to Sheriff's Office use. This space is available depending on Fire District needs and is generally subject to change with short notice.

### **Future Needs**

The Whatcom County Comprehensive Plan does not contain a level of service standard for Sheriff's Office facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

Maintain Sheriff's Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates. . . Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

### Proposed Improvement Projects

A new public safety radio system will be constructed and installed within the six-year planning period. This comprehensive radio system update will include infrastructure (such as towers), radio systems in buildings, radios in vehicles, and hand-held radios. The system costs \$4 million, as shown below.

**Table 10. Proposed Sheriff's Office Improvement Projects**

Project #	Funding Source	2019	2020	2021	2022	2023	2024	Totals
1 Public Safety Radio System	1	873,000	3,127,000					4,000,000
<b>Totals</b>		873,000	3,127,000					4,000,000
<u>Funding Source</u>								
1. Economic Development Initiative (EDI)								



## Chapter 6—Emergency Management

### Existing Emergency Management Space

The 2018 inventory of Sheriff's Office, Division of Emergency Management space is 24,000 square feet, located at the Whatcom Unified Emergency Coordination Center (WUECC). Rented by and shared between both Whatcom County and the City of Bellingham, the WUECC is comprised of 2,000 square feet of office space and an additional 22,000 square feet of support facilities (used for meetings, training, exercises, and during emergencies). The WUECC serves as the Emergency Operations Center for both the County and the City.

**Table 11. Existing Emergency Management/EOC Facilities**

Site No.	Facility Name	Square feet
1	Whatcom Unified Emergency Coordination Center 3888 Sound Way, Bellingham	24,000

### Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for emergency management facilities. Rather, Comprehensive Plan Policy 4D-4 is to:

Maintain adequate facilities for daily emergency management activities and, during an emergency or disaster, for the emergency operations center. The facilities will provide sufficient space for activities relating to emergency/disaster planning, mitigation, response and recovery. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

### Proposed Improvement Projects

The emergency management projects planned over the next six years are shown below.

**Table 12. Emergency Management Improvement Projects**

Project #		Funding Source	2019	2020	2021	2022	2023	2024	Totals
1	WUECC - HVAC Improvements	1, 2	20,000	70,000					90,000
	<b>Totals</b>		20,000	70,000					90,000
	<u>Funding Source</u>								
	1. REET								
	2. City of Bellingham Cost Share								

## Chapter 7—Adult Corrections

### Existing Jail Facilities

The County's Main Jail was designed and originally built to hold 148 beds, although with some limited remodeling and the use of double bunking, the operational capacity of the main jail should be for the use of 212 beds. Additionally, the jail is currently not in compliance with the Building/Fire Codes for double bunking, although a plan has been approved to bring it into partial compliance. Over the next several years the downtown jail will undergo major construction work which may reduce the available jail beds for an undetermined length of time. Whatcom County completed construction of a 150-bed minimum security correction facility on Division St. in 2006. The Main Jail is located in the Public Safety Building next to the County Courthouse in downtown Bellingham and the Minimum Security Correction Facility is located in the Bakerview Rd. industrial area.

**Table 13. Existing Jail Beds**

Site No.	Facility Name	Jail Beds
1	Public Safety Building (311 Grand Ave.)	212
2	Minimum Security Correction Facility (2030 Division St.)	150
TOTAL		362

### Future Needs

There are serious concerns among law and justice officials relating to jail facility needs in the community. This need has been documented by recommendations from the *Whatcom County Law and Justice Plan Phase II Report* (June 2000), in a report entitled *Operational Review of the Whatcom County, Washington Jail* (March 2004), in the *Whatcom County Jail Planning Task Force Recommendations* (Dec. 2011 and March 2012), the *Whatcom County Adult Corrections Facilities & Sheriff's Headquarters Pre-Design Report* (Sept. 2013), and the *Building Assessment Studies and Cost Estimates for Capital Improvements at the Jail (Public Safety Building)* (Sept. 2017).

The Whatcom County Comprehensive Plan does not contain a level of service standard for jail facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

Maintain Sheriff's Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates. The number of jail beds in adult corrections facilities will be determined after review of multiple factors, including projected population growth, State sentencing laws, alternative programs, treatment diversion programs, early release programs, the need to separate violent inmates, the need to separate inmates by gender, the need to separate inmates by other classification considerations, average length of stay, peak inmate populations and available funding. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

## Proposed Improvement Projects

The adult corrections projects planned over the next six years are shown below.

**Table 14. Proposed Jail Improvement Projects**

Project #		Funding Source	2019	2020	2021	2022	2023	2024	Totals
1	Jail Improvements	1, 2	3,425,000	7,000,000					10,425,000
2	Jail Work Center Walls	2	150,000						150,000
<b>Totals</b>			3,575,000	7,000,000					10,575,000
<u>Funding Sources</u>									
1. REET									
2. General Fund									

## **Chapter 8—Juvenile Detention**

### **Existing Juvenile Detention Facilities**

The 2018 inventory of County juvenile detention facilities includes 32 beds serving the countywide population. The juvenile detention facility is located on the sixth floor of the County Courthouse at 311 Grand Avenue.

**Table 15. Existing Juvenile Detention Beds**

Site No.	Facility Name	Beds
1	County Courthouse (311 Grand Ave.)	32

### **Future Needs**

The Whatcom County Comprehensive Plan does not contain a level of service standard for juvenile detention facilities. Rather, Comprehensive Plan Policy 4D-3 is to:

Maintain juvenile detention facilities and alternative corrections programs to provide safe and secure methods to provide accountability and support for minors who break the law. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

### **Proposed Improvement Projects**

There are no capital improvement projects planned in the six-year planning period.

## **Chapter 9—Transportation**

### **Existing Roads**

The 2017 inventory shows a total of 938.57 miles of County roads. Additionally, there are 217.5 miles of state highways in Whatcom County (including I-5). Therefore, there are approximately 1,156 miles of public roads in Whatcom County.

### **Future Needs**

The Whatcom County Comprehensive Plan sets level of service (LOS) standards for County roads. Future traffic and the level of service for roads can be forecasted using computer modeling software. The Whatcom Council of Governments forecasts future traffic utilizing a computer transportation model. This modeling effort will inform transportation planning in Whatcom County.

Whatcom County accomplishes planning for County road improvements by approving a Six-Year Transportation Improvement Program each year, as required by RCW 36.81.121.

### **Proposed Improvement Projects**

The Whatcom County Six-Year Transportation Improvement Program includes preliminary planning for three proposed new road projects:

- Horton Road Connector (between Northwest Drive and Aldrich Road);
- Slater Road Connector (between Northwest Drive and Aldrich Road); and
- Lincoln Road extension (between Harborview Road and Blaine Road).

While these three projects are on the Six-Year Transportation Improvement Program, construction is not anticipated within the six-year planning period. Rather, preliminary engineering to determine project feasibility may be initiated within this time frame.

The six-year plan contains a variety of projects, including bridge replacements, intersection improvements, reconstruction projects, and the Birch Bay Drive & Pedestrian Facility improvements, which include pedestrian and non-motorized enhancements along Birch Bay Dr.

**Existing Ferry Facilities**

Whatcom County currently has one ferry vessel serving Lummi Island. The ferry runs between Lummi Island and Gooseberry Point on a daily basis.

**Future Needs**

Whatcom County Comprehensive Plan Policy 6A-1 establishes the following LOS standard for the ferry:

The Lummi Island Ferry Advisory Committee (LIFAC) is cooperating with Public Works to develop an updated LOS standard. LIFAC will present a revision to this section when that work is complete. The interim LOS is calculated using the scheduled trips, the estimated car units of the ferry and the Small Area Estimates Program (SAEP) population figure. The interim standard is established at 439 ( $LOS = (\text{Scheduled one-way trips} \times \text{estimated car units for the boat}) \times 2 / \text{SAEP [Small Area Estimate Program] Population figure from OFM for Lummi Island}$ ).

The Special Programs Manager for the County Public Works Department confirmed that the ferry service currently meets the interim LOS standard.

**Proposed Improvement Projects**

The Six-Year Transportation Improvement Program includes construction of ferry terminal improvements, preliminary engineering for replacing the Whatcom Chief, and preliminary engineering and right-of-way acquisition for relocation of the ferry terminal.

**Total Transportation Costs**

Transportation projects, including road and ferry projects, total approximately \$40.6 million over the six-year planning period. This includes approximately \$31.4 million in local funds, with the remainder coming from the State and Federal governments.

## Chapter 10—Stormwater Facilities

### Existing Stormwater Management Facilities

The Public Works Department is responsible for design, engineering, and construction of county owned stormwater facilities. Many stormwater facilities are road-related stormwater conveyance systems such as culverts and ditches on and adjacent to county roads. Others are off-right-of-way facilities that control storm flows and improve water quality.

In response to increasing federal and state mandates to manage stormwater and the public's desire to improve stewardship of sensitive watersheds, Whatcom County established a Stormwater Division in 2005. The Stormwater Division is responsible for planning, designing, engineering, and construction of stormwater facilities. Inventories of existing stormwater facilities are maintained by the Public Works Department. The Engineering Services Division maintains an inventory of all road-related facilities. The Stormwater Division maintains an inventory of public and private stormwater facilities in the area covered by the County's NPDES Phase II permit for Municipal Separate Storm Sewer Systems. This inventory includes ditches, culverts, catch basins, vaults, ponds, and swales. Completed Stormwater Construction Projects since the Stormwater Division was created in 2005 are listed below.

**Table 16. Completed Stormwater Construction Projects Since 2005**

Existing Site No.	Watershed	Facility Name	Year Completed
1	Lake Whatcom	Geneva Stormwater Retrofits	2006
2	Lake Whatcom	Cable Street Reconstruction & Stormwater Improvements	2007
3	Lake Whatcom	Lahti Drive Stormwater Improvements	2010
4	Lake Whatcom	Silver Beach Creek Improvements - Brownsville Drive to E. 16th Place	2011
5	Lake Whatcom	Silver Beach Creek Improvements - West Tributary	2012
6	Lake Whatcom	Coronado-Fremont Stormwater Improvements	2014
7	Lake Whatcom	Cedar Hills-Euclid Stormwater Improvements	2016



**Figure 1. Lake Whatcom Cedar Hills-Euclid Stormwater Improvements**

Whatcom County Public Works regularly seeks and is awarded grant money that contributes to the design and construction of these stormwater projects that improve water quality through treatment systems and stream stabilization.

### Future Needs

An increasing emphasis on the protection of sensitive watersheds has resulted in the adoption of comprehensive stormwater plans, including plans for Lake Whatcom and Birch Bay. The adopted plans identify work towards planning, design, engineering, and construction of capital projects intended to address stormwater issues.

### Proposed Improvement Projects

Stormwater improvement projects totaling almost \$10.5 million are proposed over the six year planning period as shown below. These costs would be paid by Real Estate Excise Tax (REET) and funding from the Birch Bay Watershed and Aquatic Resources Management District (BBWARM).

**Table 17. Proposed Stormwater Improvement Projects**

	Funding Source	2019	2020	2021	2022	2023	2024	Totals
1 Agate Hgts/Bay Ln Stormwater - Phase II	1	750,000						750,000
2 Edgewater Lane Stormwater	1	170,000	472,500					642,500
3 Civic Center Parking Lot Stormwater	1	50,000	105,000	357,500				512,500
4 Silver Beach Creek Stormwater	1	30,000	105,000	319,000	161,000		750,000	1,365,000
5 Sudden Valley Stormwater	1	15,000	42,000	132,000	661,250			850,250
6 Lowell - Cedarbrook Stormwater	1			148,500	86,250	696,000		930,750
7 Glen Cove - Lakeside Stormwater	1				155,250	90,000	512,500	757,750
8 South Bay Drive Stormwater	1					174,000	93,750	267,750
9 Strawberry Point Stormwater	1						156,250	156,250
10 Shallow Shore Drive - Culvert	1		50,000					50,000
11 Birch Bay Dr./Petticote Lane - Storm Drain	1, 2	810,000						810,000
12 Harborview Rd./Birch Bay Dr. - Storm Drainage	1, 2		1,300,000					1,300,000
13 Lora Lane - Drainage & Tide Gate Modifications	1, 2	50,000	30,000	320,000				400,000
14 Semiahmoo Dr. - Drainage Improvements (North)	1		50,000		150,000			200,000
15 Holeman Ave. - Storm Drain	1, 2			85,000		200,000		285,000
16 Wooldridge Ave. - Stormwater Improvements	1, 2				200,000	20,000	1,000,000	1,220,000
<b>Stormwater Totals</b>		<b>1,875,000</b>	<b>2,154,500</b>	<b>1,362,000</b>	<b>1,413,750</b>	<b>1,180,000</b>	<b>2,512,500</b>	<b>10,497,750</b>
Funding Sources								
1. REET								
2. BBWARM								



## ~~Chapter 11—Total Costs~~

~~Total Costs for the six-year planning period are shown below.~~

**~~Table 18. Total Costs for the Six-Year Planning Period~~**

	<b>Total Costs 2019-2024</b>	<b>Percent of Total Costs</b>
Parks, Trails, and Activity Centers	25,369,076	20.46%
Maintenance and Operations	686,000	0.55%
General Government Buildings and Sites	32,175,270	25.95%
Sheriff's Office	4,000,000	3.23%
Emergency Management	90,000	0.07%
Adult Corrections	10,575,000	8.53%
Juvenile Detention	0	0.00%
Transportation	40,612,000	32.75%
Stormwater Facilities	<u>10,497,750</u>	<u>8.47%</u>
<b>TOTAL</b>	<u>124,005,096</u>	<u>100.00%</u>

~~The County plans to undertake capital improvement projects costing approximately \$124 million between 2019 and 2024, which will be financed with a combination of local, state, federal, and other funding sources.~~

## **WHATCOM COUNTY PLANNING COMMISSION**

### **Capital Facility Comprehensive Plan Amendments**

#### **FINDINGS OF FACT AND REASONS FOR ACTION**

##### **Background Information**

1. The proposal is to amend the Whatcom County Comprehensive Plan as follows:
  - a. Adopting the new Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan).
  - b. Repealing the existing Six-Year CIP for Whatcom County Facilities 2019-2024.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on August 21, 2020.
3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on August 28, 2020.
4. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 11, 2020.
5. Notice of the Planning Commission hearing was posted on the County website on September 14, 2020.
6. Notice of the Planning Commission hearing was sent to citizen, media, cities and other groups on the County's e-mail list on September 14, 2020.
7. The Planning Commission held a public hearing on the subject amendments on September 24, 2020.

8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:
  - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
  - b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
  - c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
    - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
    - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
    - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
  - d. The amendment does not include or facilitate spot zoning.

### **Growth Management Act**

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
10. GMA planning goal # 12 is to "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards" (RCW 36.70A.020(12)).

11. The subject amendments include updating the Six-Year CIP for Whatcom County Facilities for the 2021-2026 planning period. Updating the CIP is one step in the process of planning regional facilities provided by the County to serve the people of Whatcom County.
12. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:
  - a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.
  - b. A forecast of the future needs for such capital facilities.
  - c. The proposed locations and capacities of expanded or new capital facilities.
  - d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.
  - e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.
13. The Six-Year CIP for Whatcom County Facilities contains an inventory of existing facilities, a forecast of future needs based upon the level of service standards adopted in the Whatcom County Comprehensive Plan and/or other relevant factors, proposed renovated, expanded or new capital facilities, costs and funding sources.
14. Existing Comprehensive Plan Policy 4A-4 addresses the GMA requirement to reassess the land use element if probable capital facility funding falls short.

### **County-Wide Planning Policies**

15. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.
16. The Six-Year CIP identifies County park, trail, transportation and other improvements as contemplated by the County Wide Planning Policies.

### **Interlocal Agreements**

17. Existing interlocal agreements between Whatcom County and the cities indicate that the County will consult with the appropriate city in planning new road construction projects within the city's urban growth area. The interlocal agreements also address joint planning for parks.
18. The County Engineer confirmed on August 31, 2020 that the County sends a copy of the six-year transportation improvement program to cities prior to approval, requests comments, and informs cities of the hearing date. The Whatcom County Parks Director confirmed on September 10, 2020 that the County Parks' staff maintains a consistent working relationship with appropriate staff from cities on joint park projects and planning. Therefore, the type of cooperation envisioned by the interlocal agreements is occurring.

### **Further Studies/Changed Conditions**

19. The Whatcom County Comprehensive Plan calls for an update of the Six-Year CIP for County facilities every other year. Specifically, Policy 4B-1 is to:  
  
Maintain and update, on at least a biennial basis, a six-year capital improvement program (CIP) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects based on a review of population and revenue conditions existing at that time.
20. A revised CIP has been formulated for County owned or operated facilities, which presents improvement projects over the new six-year planning period.

### **Public Interest**

21. The Six-Year CIP for Whatcom County Facilities 2021-2026 is based upon anticipated population growth over the six-year planning period and other relevant factors. Therefore, the proposal should complement the County's growth and development plans.
22. The Six-Year CIP for Whatcom County Facilities will have a positive impact on the County's ability to provide public facilities by planning ahead for such facilities.

23. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated parks, trails, activity centers, maintenance & operations, general government buildings and sites, Sheriff's Office, emergency management, adult corrections, juvenile detention, transportation, and stormwater facilities to serve the people of Whatcom County. Planning for such County facilities is in the public interest.

### **Spot Zoning**

24. The subject proposal does not involve rezoning property.

### **Funding Sources and Budgeting**

25. The Planning Commission recommends that the County Council carefully consider sources of funding and budgetary restraints.

### **CONCLUSION**

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

### **RECOMMENDATION**

Based upon the above findings and conclusions, the Planning Commission recommends:

1. Approval of Exhibit A, the Six-Year Capital Improvement Program for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan).
2. Repealing Exhibit B, the Six-Year Capital Improvement Program for Whatcom County Facilities 2019-2024.

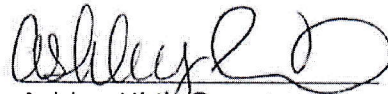
### **WHATCOM COUNTY PLANNING COMMISSION**



Kelvin Barton, Chair

09-25-2020

Date



Ashley Ubil, Secretary

09/24/2020

Date

Commissioners voted to recommend approval of the Findings of Fact & Reasons for Action, approval of Exhibit A, and repeal of Exhibit B on September 24, 2020 (vote was 5-3 with 1 member absent). Members present at the meeting when the vote was taken: Robert Bartel, Kelvin Barton, Atul Deshmane, Jim Hansen, Stephen Jackson, Jon Maberry, Natalie McClendon, and Dominic Mocerri.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-490

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<b>File ID:</b>	AB2020-490	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/27/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Ordinance authorizing the 2021 Whatcom County Unified Fee Schedule

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Proposed Ordinance authorizes the 2021 Whatcom County Unified Fee Schedule

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council
11/12/2020	Council (Special)	DISCUSSED	

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**Attachments:** Ordinance, Ordinance - Appendix A, Ordinance - Appendix B, Ordinance - Appendix C

PROPOSED BY: County Executive  
INTRODUCTION DATE: November 10, 2020

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE ADOPTING THE 2021**  
**WHATCOM COUNTY UNIFIED FEE SCHEDULE**

**WHEREAS**, the County Council has approved a budget for the 2021–2022 biennium, including all sources of revenues and anticipated expenditures on November 24, 2020; and

**WHEREAS**, the County Council held a public hearing regarding the county biennial budget which included property tax rates, and other revenues; and

**WHEREAS**, the unified fee schedule contains fees set by Whatcom County to generate funding for services included in the 2021-2022 budget;

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the Whatcom County Unified Fee Schedule is hereby adopted as of January 1, 2021, as detailed in Appendix A, Unified Fee Schedule, Appendix B, Whatcom County Planning and Development Services Building Services Division 2021/2022 Unified Fee Schedule Policy and Addenda A – D, and Appendix C Whatcom County Public Works Unified Fee Schedule Addenda.

**BE IT FURTHER ORDAINED** that department directors may propose to the County Executive a reasonable charge or fee for providing services, privileges or products if the charge is not listed in the adopted Unified Fee Schedule. The fee may include the cost for the use (by any person) of any departmental equipment necessary to provide the service, privilege or product. Fees shall not exceed the amount necessary to reimburse the department for its actual costs incident to such service, privilege or product. During the year, upon a showing of sufficient justification, the County Executive may add new fees or adjust fees set by the Unified Fee Schedule by way of Executive Order. If the fee is an ongoing standard charge, it shall be included in the next biennially proposed unified fee schedule ordinance.



**BE IT FURTHER ORDAINED** that these fees shall remain in effect until amended, rescinded or superseded.

**BE IT FINALLY ORDAINED** that, if any portion of this ordinance is found to be unlawful, all remaining portions shall remain in effect.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, Chair

APPROVED as to form:

( ) Approved ( ) Denied

C. Quinn per email 10/30/2020  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Singh Sidhu, Executive

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

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Administrative Services

#### Administration

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
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### Administrative Services

#### Administration

8042	Application Processing - bypass of courthouse security screening	\$75.00	Per Application	No Change	\$75.00	Per Application	Executive Order 2006-6	<input type="checkbox"/>
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#### Facilities Management

1005	Long-Term Parking - Monthly	\$35.00	Per Month	No Change	\$35.00	Per Month	WCC 2.68	<input type="checkbox"/>
1007	Short-Term Parking - Daily	\$4.00	Per Day	No Change	\$4.00	Per Day	WCC 2.68	<input type="checkbox"/>
1009	Short-Term Parking - 4 Hours or less	\$2.00	Per each 4 Hours	No Change	\$2.00	Per each 4 Hours	WCC 2.68	<input type="checkbox"/>
7143	Employee and Public Parking Lots: Parking Violation - 1st	\$10.00	Per Employee, or per Registered Owner if not an employee	No Change	\$10.00	Per Employee, or per Registered Owner if not an employee	WCC 2.68	<input type="checkbox"/>
7144	Employee and Public Parking Lots: Parking Violation - 2nd	\$20.00	Per Employee, or per Registered Owner if not an employee	No Change	\$20.00	Per Employee, or per Registered Owner if not an employee	WCC 2.68	<input type="checkbox"/>
7162	Employee and Public Parking Lots: Parking Violation - 3rd	\$40.00	Per Employee, or per Registered Owner if not an employee	No Change	\$40.00	Per Employee, or per Registered Owner if not an employee		<input type="checkbox"/>
7163	Employee and Public Parking Lots: Parking Violation (4 or more violations) Vehicle Restraint	\$60.00	Per Restraint applied	No Change	\$60.00	Per Restraint applied		<input type="checkbox"/>

#### Finance

2826	District Payroll	\$10.00	Per Payroll Per Employee	No Change	\$10.00	Per Payroll Per Employee		<input type="checkbox"/>
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#### Human Resources

1000	Application Copy & Transfer	\$5.00	Per Application	No Change	\$5.00	Per Application	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
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### All Departments

2878	Scanning fee for records scanned in response to request for Public Records	\$0.10	per page	No Change	\$0.10	per page New fee resulting from ESHB1594 and EHB1595	EHB1594 EHB1595	<input type="checkbox"/>
7130	Returned Payment Fee (Former title - NSF Check Fee)	\$30.00	per transaction	No Change	\$30.00	per transaction		<input type="checkbox"/>
7131	Photocopy, excludes recorded docs	\$0.15	per page (8 1/2" x 11")	No Change	\$0.15	per page (8 1/2" x 11") Non-certified, (budget pgs, cnty code, maps, etc.)		<input type="checkbox"/>

### Assessor

1055	Current Use / Designated Forestland Classification	\$250.00	Per Application	No Change	\$250.00	Per Application	RCW 84.34.030 - RCW 84.33.130	<input type="checkbox"/>
1056	Fire Patrol Fee	\$0.25	Per Parcel	No Change	\$0.25	Per Parcel	RCW 76.04.610	<input type="checkbox"/>
2783	Real Property Assessment Roll - Short Master	\$35.00	Each	No Change	\$35.00	Each CPU processing plus digital media.	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Assessor

610

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2785	Assessment Roll PACS Full Summary	\$150.00	Each	No Change	\$150.00	Each CPU Processing plus Digital Media	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2787	Subdivision - Section Real Property Assessment Roll (Short Master)	\$15.00	Each	No Change	\$15.00	Each CPU Processing plus Digital Media	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

### Auditor

1110	Election Maps/By Precinct	\$3.00	Per Map	No Change	\$3.00	Per Map	Unified Fee Schedule	<input type="checkbox"/>
1113	Image Service (Daily Links), (Document Images)	\$0.02	\$ .015 Per Image	No Change	\$0.02	\$ .015 Per Image	Unfd Fee Schdl	<input type="checkbox"/>
1117	Marriage License-Family Court	\$8.00	Per License-Sup Ct	No Change	\$8.00	Per License-Sup Ct	RCW 26.12.220; Council authorized	<input type="checkbox"/>
1118	Marriage License-Family Services	\$15.00	Per License-Sup Ct.	No Change	\$15.00	Per License-Sup Ct.	RCW 26.04.160; Council authorized	<input type="checkbox"/>
1125	Record of Survey (18 x 24)	\$25.00	First Page	No Change	\$25.00	First Page Plus other state fees	RCW 58.09.100; Unfd Fee Schdl	<input type="checkbox"/>
2911	Index data per image	\$0.02	each	No Change	\$0.02	each		<input type="checkbox"/>
7135	Email digital map image (Recording)	\$1.00	per image; same cost as printed page	No Change	\$1.00	per image; same cost as printed page	Unfd Fee Schdl	<input type="checkbox"/>
8073	Marriage Search Prior to 1980 (certified)	\$8.00	Each	No Change	\$8.00	Each Plus copy costs	RCW 36.18.010(6); Unfd Fee Schdl	<input type="checkbox"/>
8075	Election Registration Data	\$10.00	Each CD or Electronic Transfer	No Change	\$10.00	Each CD or Electronic Transfer	Unfd Fee Schdl	<input type="checkbox"/>
8143	Daily Matchbacks (Elections)	\$3.00	Per daily match	No Change	\$3.00	Per daily match	Unfd Fee Schdl	<input type="checkbox"/>
8196	Marriage Search Prior to 1980 (not certified)	\$8.00	Each	No Change	\$8.00	Each Plus copy costs	RCW 36.18.010(6); Unfd Fee Schdl	<input type="checkbox"/>
8462	Licensing Mail Fee (CND)		Actual Cost	No Change		Actual Cost	Executive Order 2009-03	<input type="checkbox"/>
9019	Assisted Record Search for Documents Prior to 1980	\$8.00	Each	No Change	\$8.00	Each Plus copy costs	RCW 36.18.010(6); Unfd Fee Schdl	<input type="checkbox"/>
9043	Full Size Maps (Copies)	\$5.00	per First Page	No Change	\$5.00	per First Page Add'l pages \$3 ea	Unfd Fee Schdl	<input type="checkbox"/>
9044	Full Size Maps (Copies)-Additional Pages	\$3.00	per additional page	No Change	\$3.00	per additional page	Unfd Fee Schdl	<input type="checkbox"/>

### Council

1201	Tapes, CD's, and DVD's	\$8.00	Per Tape, CD, or DVD	No Change	\$8.00	Per Tape, CD, or DVD	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1202	Tapes, CD's, DVD's/Customer Supplied	\$4.00	Per Tape, CD, DVD	No Change	\$4.00	Per Tape, CD, DVD	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1203	Certified Copies	\$1.00	Additional Pages	No Change	\$1.00	Additional Pages	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1204	Certified Copies	\$3.00	First Page Each Doc	No Change	\$3.00	First Page Each Doc	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1207	Council Packets	\$257.00	Per Year	No Change	\$257.00	Per Year	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1210	Record Search	\$20.00	Per Hour	No Change	\$20.00	Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1211	Road Vacations Application	\$300.00	Per Application	No Change	\$300.00	Per Application	WCC 12.20	<input type="checkbox"/>
1212	Road Vacations Appraisal	\$200.00	Per Application	No Change	\$200.00	Per Application	WCC 12.20	<input type="checkbox"/>
1213	Road Vacations Processing	\$162.00	Per Application	No Change	\$162.00	Per Application	WCC 12.20	<input type="checkbox"/>
1214	Road Vacations Recording	\$128.00	Per Application	No Change	\$128.00	Per Application	WCC 12.20	<input type="checkbox"/>

Tuesday, November 03, 2020

\* Subject to adjustment according to federal law

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Council

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
1215	Segregation of Sp Assmts	\$3.00	Each Tract	No Change	\$3.00	Each Tract	WCC 3.52	<input type="checkbox"/>
1216	Verbatim Transcripts	\$5.00	Per Page	No Change	\$5.00	Per Page	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1220	Appeal to Council Fee	\$300.00	Per Application	No Change	\$300.00	Per Application	WCC 15.04.060 & WCC 23.60.150	<input type="checkbox"/>
7138	Franchise Application Fee	\$500.00	per application	No Change	\$500.00	per application	Unified Fee Schedule	<input type="checkbox"/>
8145	Franchise transfer of ownership fee	\$200.00	per application	No Change	\$200.00	per application	WCC 12.24.021	<input type="checkbox"/>
8505	Major Project Permit - Hearing Examiner Fee	\$1,000.00	per application, \$1,000 base rate plus actual costs	No Change	\$1,000.00	per application, \$1,000 base rate plus actual costs	Unified Fee Schedule	<input type="checkbox"/>

### County Clerk

1751	Sealing/ Destruction Pack	\$10.00	Per Pack	No Change	\$10.00	Per Pack	RCW 36.93.120	<input type="checkbox"/>
2655	Ex Parte Filing Fee	\$30.00	Per Filing	No Change	\$30.00	Per Filing	RCW 36.18.016(12)	<input type="checkbox"/>
2662	Local Rules	\$2.00	Per Copy	No Change	\$2.00	Per Copy	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2667	Postage & Handling	\$1.00	Each Piece	No Change	\$1.00	Each Piece	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
9045	Collections Fee	\$100.00	Per year per account	No Change	\$100.00	Per year per account For Legal Financial Obligation payment plan accts	RCW 36.18.15(29)	<input type="checkbox"/>

### District Court

9053	Ex Parte Fee	\$15.00	Per Ex Parte Order except for Civil Anti-harrasment, Domestic Violence Cases & Dismissal Orders	No Change	\$15.00	Per Ex Parte Order except for Civil Anti-harrasment, Domestic Violence Cases & Dismissal Orders	USF and RCW 3.62.060	<input type="checkbox"/>
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### Executive

1300	Board/Care-Large Livestock	\$40.00	Per Day	No Change	\$40.00	Per Day -After 24 Hr	Executive Order 2006-7	<input type="checkbox"/>
1301	Board/Care-Not Large Livestock	\$40.00	Per Day	No Change	\$40.00	Per Day -After 24 Hr	Executive Order 2006-7	<input type="checkbox"/>
1302	Boarding Fee-Special Requirements	\$40.00	Per Day	No Change	\$40.00	Per Day	Executive Order 2006-7	<input type="checkbox"/>
1310	License Fee-Unsterilized Dog, Male/Female	\$41.00	Per Animal	No Change	\$41.00	Per Animal	Executive Order 2007-6	<input type="checkbox"/>
1311	License Fee-Sterilized Dog, Male/Female	\$11.00	Per Animal	No Change	\$11.00	Per Animal	Executive Order 2007-6	<input type="checkbox"/>
1312	Initial License Fee, - Wild or Exotic Animal	\$500.00	Per Animal Initially	No Change	\$500.00	Per Animal Initially \$100 Annual After	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1313	Pickup/Disposition Fee	\$55.00	Per Animal	No Change	\$55.00	Per Animal	Executive Order 2007-6	<input type="checkbox"/>
1314	Pickup/Disposition Fee-Additional	\$25.00	Per Additional Animal	No Change	\$25.00	Per Additional Animal	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1315	Registration Fee, Dangerous Dog	\$150.00	Per Dog	No Change	\$150.00	Per Dog	Executive Order 2006-7	<input type="checkbox"/>
8043	Registration Fee - Potentially Dangerous Dog	\$100.00	Per Animal	No Change	\$100.00	Per Animal	Executive Order 2006-7	<input type="checkbox"/>
8149	Board/Care - Domestic Animals	\$15.00	per day	No Change	\$15.00	per day	Unified Fee Schedule	<input type="checkbox"/>
8150	Call Out Fee (Livestock at Large)	\$50.00	per call	No Change	\$50.00	per call	Executive Order 2007-06	<input type="checkbox"/>

Tuesday, November 03, 2020

\* Subject to adjustment according to federal law

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Executive

612

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8151	Cats and other small animals 1st - Altered and wearing identification	\$25.00	per imp/12 mo period	No Change	\$25.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8152	Cats and other small animals 2nd - Altered and wearing identification	\$45.00	per imp/12 mo period	No Change	\$45.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8153	Cats and other small animals 3rd - Altered and wearing identification	\$65.00	per imp/12 mo period	No Change	\$65.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8154	Cats and other small animals 4th - Altered and wearing identification	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8155	Cats and other small animals 1st - Altered and without identification	\$45.00	per imp/12 mo period	No Change	\$45.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8156	Cats and other small animals 2nd - Altered and without identification	\$65.00	per imp/12 mo period	No Change	\$65.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8157	Cats and other small animals 3rd - Altered and without identification	\$85.00	per imp/12 mo period	No Change	\$85.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8158	Cats and other small animals 4th - Altered and without identification	\$120.00	per imp/12 mo period	No Change	\$120.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8159	Cats and other small animals 1st - Unaltered and wearing identification	\$45.00	per imp/12 mo period	No Change	\$45.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8160	Cats and other small animals 2nd - Unaltered and wearing identification	\$65.00	per imp/12 mo period	No Change	\$65.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8161	Cats and other small animals 3rd - Unaltered and wearing identification	\$85.00	per imp/12 mo period	No Change	\$85.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8162	Cats and other small animals 4th - Unaltered and wearing identification	\$120.00	per imp/12 mo period	No Change	\$120.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8163	Cats and other small animals 1st - Unaltered and without identification	\$65.00	per imp/12 mo period	No Change	\$65.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8164	Cats and other small animals 2nd - Unaltered and without identification	\$85.00	per imp/12 mo period	No Change	\$85.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8165	Cats and other small animals 3rd - Unaltered and without identification	\$105.00	per imp/12 mo period	No Change	\$105.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8166	Cats and other small animals 4th - Unaltered and without identification	\$140.00	per imp/12 mo period	No Change	\$140.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8167	Dogs 1st - Altered and wearing current license	\$40.00	per imp/12 mo period	No Change	\$40.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8168	Dogs 2nd - Altered and wearing current license	\$60.00	per imp/12 mo period	No Change	\$60.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8169	Dogs 3rd - Altered and wearing current license	\$80.00	per imp/12 mo period	No Change	\$80.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8170	Dogs 4th + - Altered and wearing current license	\$150.00	per imp/12 mo period	No Change	\$150.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8171	Dogs 1st - Altered and unlicensed or not wearing license	\$60.00	per imp/12 mo period	No Change	\$60.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8172	Dogs 2nd - Altered and unlicensed or not wearing license	\$80.00	per imp/12 mo period	No Change	\$80.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8173	Dogs 3rd - Altered and unlicensed or not wearing license	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8174	Dogs 4th + - Altered and unlicensed or not wearing license	\$170.00	per imp/12 mo period	No Change	\$170.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Executive

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8175	Dogs 1st - Unaltered and wearing current license	\$60.00	per imp/12 mo period	No Change	\$60.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8176	Dogs 2nd - Unaltered and wearing current license	\$80.00	per imp/12 mo period	No Change	\$80.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8177	Dogs 3rd - Unaltered and wearing current license	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8178	Dogs 4th + - Unaltered and wearing current license	\$170.00	per imp/12 mo period	No Change	\$170.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8179	Dogs 1st - Unaltered and unlicensed or not wearing license	\$80.00	per imp/12 mo period	No Change	\$80.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8180	Dogs 2nd - Unaltered and unlicensed or not wearing license	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8181	Dogs 3rd - Unaltered and unlicensed or not wearing license	\$120.00	per imp/12 mo period	No Change	\$120.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8182	Dogs 4th + - Unaltered and unlicensed or not wearing license	\$190.00	per imp/12 mo period	No Change	\$190.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8183	Impoundment - Large Livestock 1st	\$75.00	per imp/12 mo period	No Change	\$75.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8184	Impoundment - Large Livestock 2nd	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8185	Impoundment - Large Livestock 3rd	\$125.00	per imp/12 mo period	No Change	\$125.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8186	Impoundment - Large Livestock 4th +	\$200.00	per imp/12 mo period	No Change	\$200.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8187	Impoundment - Small Livestock 1st	\$60.00	per imp/12 mo period	No Change	\$60.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8188	Impoundment - Small Livestock 2nd	\$80.00	per imp/12 mo period	No Change	\$80.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8189	Impoundment - Small Livestock 3rd	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8190	Impoundment - Small Livestock 4th +	\$150.00	per imp/12 mo period	No Change	\$150.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8191	License Fee - Wild or Exotic Animal - Annual Renewal	\$100.00	per renewal	No Change	\$100.00	per renewal	Executive Order 2007-06	<input type="checkbox"/>
8192	License Fee - Past Due - Additional	\$10.00	Added to license fee	No Change	\$10.00	Added to license fee	Executive Order 2007-06	<input type="checkbox"/>
8193	Owner Release Fee	\$50.00	per release	No Change	\$50.00	per release	Executive Order 2007-06	<input type="checkbox"/>
8194	Owner Release Fee - Additional for Litter w/Mother	\$10.00	per release	No Change	\$10.00	per release	Executive Order 2007-06	<input type="checkbox"/>
8195	Veterinarian Fees and Medications during Boarding/Impoundment if required	\$0.00	Cost - fees will be charged at actual costs	No Change	\$0.00	Cost - fees will be charged at actual costs	Executive Order 2007-06	<input type="checkbox"/>
9046	Multi Dog License	\$65.00	Per license	No Change	\$65.00	Per license	WCC 6.04.050	<input type="checkbox"/>

### Health

#### Administration

1353	FAX Machine Use	\$2.00	Per Page Received	No Change	\$2.00	Per Page Received	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1354	FAX Machine Use	\$2.00	Per Page Transmitted (360)	No Change	\$2.00	Per Page Transmitted (360)	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1355	FAX Machine Use	\$3.00	Per Page Transmitted (non-360)	No Change	\$3.00	Per Page Transmitted (non-360)	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1583	Notary Service	\$10.00	Each	No Change	\$10.00	Each	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

#### Environmental Health

1462	PDS Verification - Water	\$135.00	Per Water Supply	No Change	\$135.00	Per Water Supply	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
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# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Health

#### Environmental Health

614

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
1465	Water Systems - additional hours	\$126.00	After base hour, Per Hour	No Change	\$126.00	After base hour, Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1466	Water Systems, Public (4hour base )	\$525.00	Base Charge	Change	\$551.00	Base Charge	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1467	Water Status Letter/Gp	\$126.00	Per Letter	Change	\$132.00	Per Letter	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1469	Water, Public Well Site Approvals	\$330.00	Per Site	No Change	\$330.00	Per Site	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1470	Water, Well Site Approvals/ 2 pty, plats	\$330.00	Per Site	No Change	\$330.00	Per Site	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1474	SW - Registration Compost Product	\$1,323.00	Per Registration	No Change	\$1,323.00	Per Registration	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1475	SW Application-Env Monitoring Req'd, base - 15 hour base	\$1,985.00	Per Application	No Change	\$1,985.00	Per Application	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1477	SW/Compost Application-Env Monitoring Not Req'd - 10 hour base	\$1,323.00	Per Application	No Change	\$1,323.00	Per Application	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1478	SW Add'l hours above base	\$126.00	After base hrs, Per Hr	No Change	\$126.00	After base hrs, Per Hr	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1479	SW Biosolids Beneficials Use Facility Review - 15 hour base	\$1,985.00	Per Facility	No Change	\$1,985.00	Per Facility	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1481	SW Permit - Env Monitoring Req'd - 40 hour base	\$5,292.00	Per Permit	No Change	\$5,292.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1483	SW/Compost Permit - Env Monitoring Not Req'd - 10 hour base	\$1,323.00	Per Permit	No Change	\$1,323.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1485	SW Post Closure Env Monitoring Req'd - 15 hour base	\$1,985.00	Annual	No Change	\$1,985.00	Annual	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1488	SW Spill Response	\$126.00	Each Additional Hour	No Change	\$126.00	Each Additional Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1489	OSS, Application & Permit	\$950.00	Per Application	No Change	\$950.00	Per Application appl & permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1490	Appeal, Admin - Other admin decision	\$350.00	Per Appeal	Change	\$368.00	Per Appeal	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1491	PDS Verification - OSS	\$135.00	On-Site Sewage System	Change	\$142.00	On-Site Sewage System	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1492	Water Variance Request	\$330.00	Var/Conditnl Use	Change	\$347.00	Var/Conditnl Use	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1502	OSS Plat Approval Base Chg	\$343.00	Base Chg + Lot	Change	\$360.00	Base Chg + Lot	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1503	OSS PDS Plat Approval per lot Review	\$114.00	Per Lot	Change	\$120.00	Per Lot	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1504	OSS Re-inspect Disp. System	\$291.00	Per Inspection	Change	\$306.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1505	OSS - WS DOH On-site Guidelines	\$2.00	Per Booklet	No Change	\$2.00	Per Booklet	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1507	OSS Disp. permit renewal	\$494.00	Per Renewal Letter	Change	\$519.00	Per Renewal Letter	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1508	OSS O & M Specialist License (Initial & Renewal)	\$230.00	Per License	Change	\$242.00	Per License	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1510	OSS Clean & Inst License (Initial and Renewal)	\$230.00	Per License	Change	\$242.00	Per License	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1513	Late Fee 30 Days		10% of unpaid fee	No Change		10% of unpaid fee	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1514	Late Fee 60 Days		Additional 10% of unpaid fee	No Change		Additional 10% of unpaid fee	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1518	Food Conf. Outbreak-Follow-Up	\$126.00	Per Hour	Change	\$132.00	Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1519	Food Demo Permit	\$84.00	Per Permit	Change	\$88.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1522	Food Worker Replacement Card	\$5.00	Per Card	No Change	\$5.00	Per Card	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1528	Grocery, low risk	\$211.00	Per Permit	Change	\$222.00	Per Permit No food prep	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1530	Food Supermarket + Add'l services	\$843.00	Base Permit	Change	\$885.00	Base Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

Tuesday, November 03, 2020

\* Subject to adjustment according to federal law

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Health

#### Environmental Health

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
1531	LE School & Institutional Inspect on Request	\$255.00	Base Charge (\$126 add'l hr) after 2hr	Change	\$268.00	Base Charge (\$126 add'l hr) after 2hr	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1532	LE School - Playground Plan Review	\$126.00	Per Hour	No Change	\$126.00	Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1536	Plan Review Food, additional hours	\$126.00	Per Hour	Change	\$132.00	Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1537	Food Establishment (New or remodel) review & 1st Pre Operational inspection	\$348.00	Base Charge	Change	\$365.00	Base Charge Incl. Farmer's mkt complex menu plan review	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1538	Food Menu/Limited Food Serv Plan Review No Inspection (1 hour max)	\$126.00	Base Charge	Change	\$132.00	Base Charge (\$126/add'l hr) low risk review	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1540	Re-Inspection Food Program	\$337.00	Per Re-Inspection	Change	\$354.00	Per Re-Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1546	Food Tavern no food service	\$364.00	Per Permit	Change	\$382.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1549	Food Temp Food Svc Cook-Off-participant	\$20.00	Per Participant	Change	\$21.00	Per Participant	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1550	Food Temp Food Service Cook-Off	\$126.00	Base Permit	No Change	\$126.00	Base Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1551	Food Temp Food Svc Multi Evt	\$289.00	Per Permit	Change	\$303.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1552	Food Temp Food Svc Waiver	\$28.00	Single Event	Change	\$29.00	Single Event	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1553	Food Temp Svc Waiver, Multiple	\$55.00	Per Permit	Change	\$58.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1555	LE Pet Shop Permit	\$152.00	Per Permit	Change	\$160.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1556	Plan Review Living Env. Add'l hours	\$126.00	Per Hour	Change	\$132.00	Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1557	Plan Review Living Env.	\$327.00	Base Charge	Change	\$343.00	Base Charge	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1560	Private Camp Permit	\$310.00	Per Permit	Change	\$326.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1561	RV Park Permit 1-49 Spcs	\$322.00	Per Permit	Change	\$338.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1562	RV Park Permit 50-99 Spcs	\$359.00	Per Permit	Change	\$377.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1563	RV Park Permit, Multi-Event Temporary	\$218.00	Per Permit	Change	\$229.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1564	RV Park Permit, Temporary	\$126.00	Per Permit	Change	\$132.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1565	RV Park Pmt 100-149 Spcs	\$395.00	Per Permit	Change	\$415.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1566	RV Park Pmt 150+ Spcs	\$468.00	Per Permit	Change	\$491.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1567	RV Parks - Opening Inspection Fee	\$166.00	Per Inspection	Change	\$174.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1568	RV Parks - Opening Reinspection Fee	\$114.00	Per Inspection	Change	\$120.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1572	Swimming Pool, Spa, Water Rec Base Permit	\$399.00	Base Permit	Change	\$419.00	Base Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1573	LE Swrning Pool, Spa, each water body	\$175.00	Each Pool	Change	\$184.00	Each Pool	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1576	LE Water Rec Pool/Spa - Application/Preopening Inspection	\$233.00	Per Inspection	Change	\$245.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1577	LE Water Rec Pool/Spa - Preopening Reinspection	\$233.00	Per Inspection	Change	\$245.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1594	LE Indoor Air Assessment	\$224.00	Base Charge	Change	\$235.00	Base Charge + \$126 Per Hr	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2792	O&M Fee	\$19.00	Each OSS	No Change	\$19.00	Each OSS	UFS & SSB 6116	<input type="checkbox"/>
2854	LE School & Institutional Inspect each classroom	\$20.00	Each	Change	\$21.00	Each		<input type="checkbox"/>
2855	Septage holding tank	\$315.00	each tank	No Change	\$315.00	each tank		<input type="checkbox"/>
2908	Secure Med Plan review up to 50 Hours	\$6,300.00	Up to 50 hours	No Change	\$6,300.00	Up to 50 hours		<input type="checkbox"/>

Tuesday, November 03, 2020

\* Subject to adjustment according to federal law



# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Health

#### Environmental Health

616

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2913	3% Technology Fee		Per permit/application	No Change		Per permit/application total permit/application cost	3% charged on Unified Fee Schedule	<input type="checkbox"/>
4971	Food Community Food Service Waiver	\$0.00	Per waiver	No Change	\$0.00	Per waiver	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4984	PDS water availability, plat, each lot	\$135.00	Each lot	No Change	\$135.00	Each lot	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4986	PDS - Env. Land use reviews (regular project)	\$126.00	Each	No Change	\$126.00	Each	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4987	PDS - Env. Land use reviews (large project)	\$265.00	Each	No Change	\$265.00	Each	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4988	OSS Installer's Packet	\$19.00	Per Packet	Change	\$20.00	Per Packet	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4989	OSS Pumper's Packet	\$7.00	Per Packet	Change	\$15.00	Per Packet	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8034	Test Administration (OSS, O&M, Pumper)	\$114.00	per test	Change	\$120.00	per test	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8077	OSS Redesign Submittal Fee	\$229.00	Each	Change	\$240.00	Each	RCW 70.05.060	<input type="checkbox"/>
8461	Food Service, Simple Menu, All Sizes	\$408.00	Per permit	Change	\$428.00	Per permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8466	Food Service, Moderate Menu	\$565.00	per permit	Change	\$593.00	per permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8468	Food Service, Complex Menu, 0-25 Seats	\$574.00	per permit	Change	\$603.00	per permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8470	Food Service, Complex Menu, 26 + seats	\$784.00	per permit	Change	\$823.00	per permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8471	Food Establishment with more than one food service	\$204.00	per add'l service	Change	\$214.00	per add'l service	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8472	Temp Food Svc, Single Event	\$168.00	per permit	Change	\$176.00	per permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8473	OSS Application & Permit - Tank Only	\$475.00	Per Application	Change	\$499.00	Per Application	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8474	Pool Closure-Inspection or Reinspection	\$316.00	Per Inspection	Change	\$332.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
9033	Food Establishment Change of Owner	\$171.00	Per permit	Change	\$180.00	Per permit	UFS Ordinance	<input type="checkbox"/>
9034	Farmer's market low risk menu single location	\$219.00	Per permit	Change	\$230.00	Per permit	UFS Ordinance	<input type="checkbox"/>
9035	Farmer's market low risk multiple locations	\$292.00	Per permit	Change	\$307.00	Per permit	UFS Ordinance	<input type="checkbox"/>
9036	Farmer's Market Complex Menu - Single location	\$437.00	Per permit	Change	\$459.00	Per permit	UFS Ordinance	<input type="checkbox"/>
9037	Farmer's Market Complex Menu - Multiple locations	\$585.00	Per permit	Change	\$614.00	Per permit	UFS Ordinance	<input type="checkbox"/>
9038	Admin review plus permit re-instatement inspection- Food Prog	\$331.00	Per admin review (includes inspection for re-instatement)	Change	\$348.00	Per admin review (includes inspection for re-instatement)	UFS Ordinance	<input type="checkbox"/>

### Human Services

1595	Victim Impact Panel	\$50.00	Per Attendance	No Change	\$50.00	Per Attendance	RCW 46.61.5152	<input type="checkbox"/>
4996	Youth Victim Impact Panel Fee	\$20.00	per session	No Change	\$20.00	per session	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

### Jail

2547	Home Monitoring UA	\$15.00	per sample	No Change	\$15.00	per sample Can be waived or sliding fee applied	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2548	Inmate Elective Sick Call	\$5.00	Per Call	No Change	\$5.00	Per Call	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2550	Jail Commissary		Varies/Cost	No Change		Varies/Cost	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2551	Jail Per Diem Full Custody	\$116.00	per day	Change		per day Set Annually	Executive Order 2018-05	<input type="checkbox"/>

Tuesday, November 03, 2020

\* Subject to adjustment according to federal law

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Jail

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2552	Jail Booking Fee	\$116.00	Each	Change		Each Set Annually	Executive Order 2018-06	<input type="checkbox"/>
2553	Mileage Fees		Per Federal Mileage Rate Per Mile	No Change		Per Federal Mileage Rate Per Mile	RCW 36.18.040(1)(i)	<input type="checkbox"/>
2554	Notarizing Documents	\$5.00	Each	No Change	\$5.00	Each	RCW 36.18.040(1)(p)	<input type="checkbox"/>
2556	Other Papers/Documents	\$12.00	Each + Mileage	No Change	\$12.00	Each + Mileage	RCW 36.18.040(1)(l)	<input type="checkbox"/>
2557	Postage		Actual Cost	No Change		Actual Cost	RCW 36.18.040(1)(r)	<input type="checkbox"/>
2568	Urinalysis, Initial	\$15.00	Each, Initial	No Change	\$15.00	Each, Initial Can be waived or sliding fee applied	Unifd Fee Schdl Ordinance	<input type="checkbox"/>
2572	Work Release, Offender fee		1% of gross income during WR period	No Change		1% of gross income during WR period Can be waived	Unifd Fee Schdl Ordinance	<input type="checkbox"/>
2573	Work Release UA	\$15.00	per sample	No Change	\$15.00	per sample Can be waived or sliding fee applied	Unifd Fee Schdl Ordinance	<input type="checkbox"/>
2769	Baseline UA fee	\$15.00	per sample	No Change	\$15.00	per sample May be waived	Unifd fee Schdl Ordinance	<input type="checkbox"/>
2772	EHM/EHD program fee, Offender fee	\$20.00	Per Day	No Change	\$20.00	Per Day Can be waived or sliding scale applied	Unifd fee Schdl Ordinance	<input type="checkbox"/>
2789	Jail Medical Records	\$0.15	Each page copied + actual shipping	No Change	\$0.15	Each page copied + actual shipping Plus shipping	Unifd Fee Schdl Ordinance	<input type="checkbox"/>
2790	Urinalysis, Additional	\$10.00	Each, after initial	No Change	\$10.00	Each, after initial May be waived	Unifd Fee Schdl Ordinance	<input type="checkbox"/>
2791	Jail Work Crew fee, Offender fee		Per day worked	No Change		Per day worked set by contract	Unified fee schedule	<input type="checkbox"/>
2856	Out of Custody Work Crew fee, agency	\$50.00	per day	Change		per day Set Annually	Executive Order	<input type="checkbox"/>
2857	Electronic Monitoring Fee, Agency	\$73.00	Per day	Change		Per day Set Annually	Executive Order	<input type="checkbox"/>
2858	Extraordinary Medical Costs		Actual discounted cost	No Change		Actual discounted cost Reimbursed to County upon invoicing	Unified Fee Schedule/per contract	<input type="checkbox"/>
2859	Public Records Documents, Paper	\$0.15	per page + actual shipping costs	No Change	\$0.15	per page + actual shipping costs	Unified Fee Schedule	<input type="checkbox"/>
2860	Public Documents, other media		Actual cost to reproduce record(s)	No Change		Actual cost to reproduce record(s)	Unified Fee Schedule	<input type="checkbox"/>
2877	Jail Capital Replacement	\$13.00	Per Day	Change		Per Day Set Annually	Executive Order	<input type="checkbox"/>
5037	Offender elects to change program schedule	\$10.00	Per schedule change	No Change	\$10.00	Per schedule change	Unif Fee Schdl Ordinance	<input type="checkbox"/>
5038	Inmate Work Crew UA	\$15.00	per sample	No Change	\$15.00	per sample Can be waived or sliding fee applied	Unifd Fee Schdl Ordinance	<input type="checkbox"/>
7192	School release, resident, Offender fee	\$5.00	per day	No Change	\$5.00	per day Can be waived or sliding fee applied	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7193	Non-resident OC Work crew	\$50.00	per day	Change		per day Set Annually	Unified Fee Schedule Ordinance, contract	<input type="checkbox"/>
7194	Non-resident IC work crew	\$116.00	Per day	Change		Per day Set Annually	Unified fee schedule Ordinance, contract	<input type="checkbox"/>
7195	Non-resident School Release	\$116.00	per day in facility	Change		per day in facility Set Annually	Unified fee schedule Ordinance, Contract	<input type="checkbox"/>
7196	Non-resident Work Release	\$116.00	per day in facility	Change		per day in facility Set Annually	Unified fee schedule ordinance, contract	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Jail

618

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
7197	Non-resident EHD/EHM	\$73.00	Current year per diem, per day	Change		Current year per diem, per day Annually	Unified fee schedule Ordinance, contract	<input type="checkbox"/>
8502	Corrections Deputy Overtime Reimbursement Rate	\$57.00	Per hour	No Change	\$57.00	Per hour Average overtime hourly wage & benefits	Unified Fee Schedule	<input type="checkbox"/>
8504	Corrections Sergeant Overtime Reimbursement Rate	\$74.00	Per hour	No Change	\$74.00	Per hour Average hourly overtime cost	Unified Fee Schedule	<input type="checkbox"/>
9039	Out of custody work crew meals, jail time only.	\$5.00	Per Day Worked	No Change	\$5.00	Per Day Worked Can be waived or sliding fee applied	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
9040	Replacement cost of jail issued property		Actual cost	No Change		Actual cost Will vary depending on the item	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
9041	Indigent kits		Per item, actual cost	No Change		Per item, actual cost Upon inmate request	Unfd fee Schdl Ordinance.	<input type="checkbox"/>

### Parks & Recreation

1800	Special Events Miscellaneous		Actual Cost based on impact to facility	No Change		Actual Cost based on impact to facility	Unified Fee Schedule	<input type="checkbox"/>
1809	Silver Lake Cabins Larabee, Kulshan Max. 6 persons per cabin, Non-Res	\$78.00	Per Day	Change	\$99.00	Per Day Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1811	Silver Lake Cabins Sumas, Shuksan, Non-Res	\$99.00	Per Day	No Change	\$99.00	Per Day Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1813	Silver Lake Baker Cabin, Non-Res	\$120.00	Per Day	No Change	\$120.00	Per Day Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1815	Silver Lake Cabins Larabee, Kulshan, Res	\$68.00	Per Day	Change	\$89.00	Per Day Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1817	Silver Lake Cabins Tomyhoi, Sumas, Shuksan, Res	\$89.00	Per Day	No Change	\$89.00	Per Day Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1819	Silver Lake Baker Cabin, Res	\$110.00	Per Day Per Family	No Change	\$110.00	Per Day Per Family Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1822	Reservation Fee	\$13.00	Per Reservation / Site / Consecutive Days	No Change	\$13.00	Per Reservation / Site / Consecutive Days	Unified Fee Schedule	<input type="checkbox"/>
1827	Comp Park & Rec Open Spc Plan	\$20.00	Per Copy	No Change	\$20.00	Per Copy Does not include sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1828	Concessions		Varies based on Cost	No Change		Varies based on Cost	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1831	Silver Lake Day Lodge, Res	\$195.00	Per Day	No Change	\$195.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
1835	Filming - Parks Facilities Use		Per Day (\$100 - \$2,000 based on impact to the facility and staff time)	No Change		Per Day (\$100 - \$2,000 based on impact to the facility and staff time) Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
1836	Hovander Main Picnic Area, Res	\$295.00	Per group; \$200 additional for 151 - 250 people	No Change	\$295.00	Per group; \$200 additional for 151 - 250 people Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
1838	Hovander Water Tower Area, Non-Res	\$100.00	Per group; \$50 additional for 51 to 100 people	No Change	\$100.00	Per group; \$50 additional for 51 to 100 people Sales tax exempt	Executive Order 2006-1	<input type="checkbox"/>
1839	Hovander Water Tower Area, Res	\$80.00	Per group; \$50 additional for 51 to 100 people	No Change	\$80.00	Per group; \$50 additional for 51 to 100 people Sales Tax Exempt	Executive Order 2006-1	<input type="checkbox"/>
1843	Hovander Main Picnic Area, Non-Res	\$315.00	Per group; \$200 additional for 151 - 250 people	No Change	\$315.00	Per group; \$200 additional for 151 - 250 people Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
1864	Lighthouse Marine Park Camper, Non-Res	\$25.00	Per Night-1 family unit or 6 people max	Change	\$27.00	Per Night-1 family unit or 6 people max Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Parks & Recreation

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
1865	Lighthouse Marine Park Camper, Resident	\$18.00	Per Night-1 family unit or 6 people max	Change	\$20.00	Per Night-1 family unit or 6 people max Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1867	Other Miscellaneous Revenue		Varies	No Change		Varies	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1872	Program Instruction		Varies	No Change		Varies Sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1877	Range Fees Day Use, General, Res	\$11.00	Per Person, Per Range, Per Visit	No Change	\$11.00	Per Person, Per Range, Per Visit Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1883	Range Fees Spotting Scope Rental	\$2.00	Per Day	No Change	\$2.00	Per Day Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
1884	Range Fees Season Ticket, Res	\$180.00	Per Person	No Change	\$180.00	Per Person Includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1885	Range Fees Targets (High Power Range)	\$1.00	Each	No Change	\$1.00	Each Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
1888	Range Fees Trap Range, Res	\$7.00	One Round (25 targets)	No Change	\$7.00	One Round (25 targets) Includes sale tax	Unified Fee Schedule	<input type="checkbox"/>
1891	Range Fees Trap Range, Non-Res	\$8.00	Per Round (25 targets)	No Change	\$8.00	Per Round (25 targets) Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1894	Range Fees Day Use, General, Non-Res	\$12.00	Per Person, Per Range, Per Visit	No Change	\$12.00	Per Person, Per Range, Per Visit Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1895	Range Fees Season Ticket, Non Res	\$200.00	Per Person	No Change	\$200.00	Per Person Includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1896	Range Adult Firearm Rental	\$7.00	First Firearm Rental (ammo additional)	No Change	\$7.00	First Firearm Rental (ammo additional) Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
1901	Roeder Home Main Floor - Wednesday	\$25.00	Per Hour, 2 hour Minimum, approved HMS community concerts	No Change	\$25.00	Per Hour, 2 hour Minimum, approved HMS community concerts Sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1903	Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboat	\$10.00	Per Hour	No Change	\$10.00	Per Hour Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
1904	Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboat	\$30.00	Per 4 Hours	No Change	\$30.00	Per 4 Hours Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
1911	Samish Day Lodge, Res	\$255.00	Per Day	No Change	\$255.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
1926	Paddle Board / 2 Seat Kayak / 4 Seat Pedal Boat	\$15.00	Per Hour	No Change	\$15.00	Per Hour Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1927	Paddle Board / 2 Seat Kayak / 4 Seat Pedal Boat	\$45.00	Per 4 Hours	No Change	\$45.00	Per 4 Hours Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1929	Silver Lake Dump Station	\$6.00	(Free Dump with camping fee receipt)	No Change	\$6.00	(Free Dump with camping fee receipt) Sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1930	Silver Lake Cascade Camping Cabin, Non-Res	\$47.00	Per Night-Max 8 people per campsite	Change	\$48.00	Per Night Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1931	Silver Lake Cascade Camping Cabin, Res	\$42.00	Per Night-Max 8 people per campsite	Change	\$43.00	Per Night Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1932	Silver Lake Camp site, Non-Res	\$25.00	Per Night-1 family unit or 6 people max	Change	\$26.00	Per Night-1 family unit or 6 people max Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1933	Silver Lake Camp site w/electricity, Non-Res	\$31.00	Per Night-1 family unit or 6 people max	Change	\$32.00	Per Night-1 family unit or 6 people max Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1934	Silver Lake Camp site w/electricity, Res	\$24.00	Per Night-1 family unit or 6 people max	Change	\$25.00	Per Night-1 family unit or 6 people max Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1935	Silver Lake Camp site, Res	\$18.00	Per Night-1 family unit or 6 people max	Change	\$19.00	Per Night-1 family unit or 6 people max Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1936	Silver Lake Campsite, Extra Vehicle	\$11.00	Per Vehicle, Per Night	No Change	\$11.00	Per Vehicle, Per Night Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Parks & Recreation

620

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
1938	Silver Lake Group Camp, Res	\$300.00	Per Night	No Change	\$300.00	Per Night Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1939	Silver Lake Group Camp, Non-Res	\$320.00	Per Night	No Change	\$320.00	Per Night Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1940	Silver Lake Red Mtn. Camp Shelter - Res	\$40.00	Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite	No Change	\$40.00	Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
1942	Silver Lake Night Lodge, Res	\$168.00	Per Night (Max. Cap. 8 persons)	No Change	\$168.00	Per Night (Max. Cap. 8 persons) Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1944	Silver Lake Night Lodge, Non-Res	\$188.00	Per Night (Max. Cap. 8 persons)	No Change	\$188.00	Per Night (Max. Cap. 8 persons) Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1954	Horse Fee	\$5.00	Per horse, per overnight campground / stable stay	No Change	\$5.00	Per horse, per overnight campground / stable stay Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
2724	Hovander Orchard, Non-Res	\$155.00	Per Day, only in conjunction with rental of the Group Picnic Area	No Change	\$155.00	Per Day, only in conjunction with rental of the Group Picnic Area Sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2729	Hovander Red or Blue Picnic Site, Non-Res	\$95.00	Per Day, Per Site; \$25 additional for 51 to 100 people	No Change	\$95.00	Per Day, Per Site; \$25 additional for 51 to 100 people Sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2733	Silver Lake Maple Creek Picnic Shelter, Res	\$125.00	Per Group	No Change	\$125.00	Per Group Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
2734	Silver Lake Maple Creek Picnic Shelter, Non-Res	\$145.00	Per Group	No Change	\$145.00	Per Group Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
2737	Day Use Boat Launch Lighthouse Marine Park	\$10.00	Per Day	No Change	\$10.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
2746	Ferndale Senior Activity Center Fri 5 pm - 11 pm, Sat - Sun & Holidays 8 am - 11pm, Non-Res	\$220.00	Per Day	No Change	\$220.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
2747	Ferndale Senior Activity Center Large Group Use Fee	\$50.00	Per Day	No Change	\$50.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
2748	Vendor Day Fee (Special Events)		Varies per day/ per hour (Negotiated based on impact to the facility and staff time)	No Change		Varies per day/ per hour (Negotiated based on impact to the facility and staff time) Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
2749	Roeder Home Main and Second Floor, Non-Res	\$275.00	Per Day	No Change	\$275.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
2750	Roeder Home Main and Second Floor, Res	\$250.00	Per Day	No Change	\$250.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
2784	GIS Shapefile and Assessment Roll Data (Short Master)	\$75.00	Each	No Change	\$75.00	Each CPU Processing plus Digital Media	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2801	Silver Lake Day Lodge, Non-Res	\$215.00	Per Day	No Change	\$215.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
2805	Silver Lake Red Mtn. Camp Shelter, Non-Res	\$60.00	Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite	No Change	\$60.00	Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite Sales tax exempt	Executive Order 2006-1	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Parks & Recreation

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2827	Camping Discount		50% Discount for WA residents with a WA State Parks Disability Pass, Disabled Vet Lifetime Pass, or a WA State Permanent Disability Parking Permit and matching ID. Does not apply to group camping, cabins, lodges.	No Change		50% Discount for WA residents with a WA State Parks Disability Pass, Disabled Vet Lifetime Pass, or a WA State Permanent Disability Parking Permit and matching ID. Does not apply to group camping, cabins, lodges.		<input type="checkbox"/>
2828	Special Event application review fee - Up to 3 Hours of Administrative Review	\$100.00	per event, up to 3 hours of Administrative Review	No Change	\$100.00	per event, up to 3 hours of Administrative Review Non-Refundable	Executive Order 2013-06	<input type="checkbox"/>
2830	Facility / Event Staffing Fee	\$20.00	Per Hour	No Change	\$20.00	Per Hour	Executive Order 2013-06	<input type="checkbox"/>
2834	Cabin Pet Fee, excludes Lakeside Lodge & Tomyhoi Cabin	\$28.00	2 pets maximum	Change	\$28.00	Per pet, 2 pet max	Unified Fee Schedule	<input type="checkbox"/>
2880	Special Event - Additional Electrical Panel	\$200.00	per panel	No Change	\$200.00	per panel	Unified Fee Schedule	<input type="checkbox"/>
2881	Special Event - WIFI access	\$100.00	per day	No Change	\$100.00	per day	Unified Fee Schedule	<input type="checkbox"/>
2899	Field Mowing Fee	\$55.00	per hour of mowing	No Change	\$55.00	per hour of mowing	Unified Fee Schedule	<input type="checkbox"/>
2900	Facility Rental - WIFI Access	\$25.00	per day	No Change	\$25.00	per day	Unified Fee Schedule	<input type="checkbox"/>
5001	Samish Day Lodge, Non-Res	\$275.00	Per Day	No Change	\$275.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
5020	Bellingham Senior Activity Center Great Room, Room 15 or 16 Fri 5 pm - 11 pm, Sat - Sun & Holidays 8 am to 11 pm, Res	\$132.00	Per Day	No Change	\$132.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
5021	Bellingham Senior Activity Center Great Room, Room 15 or 16 Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Non-Res	\$157.00	Per Day	No Change	\$157.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
5027	Bellingham Senior Activity Center Small Classrooms Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Res	\$105.00	Per Day	No Change	\$105.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
5028	Bellingham Senior Activity Center Small Classrooms Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Non-Res	\$125.00	Per Day	No Change	\$125.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
7181	Hovander Orchard, Resident			New	\$135.00	Per Day, only in conjunction with rental of the Group Picnic Area sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
7182	Hovander Red or Blue Picnic Site, Resident			New	\$75.00	Per Day, Per Site, \$25 additional for 51-100 people sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
7183	Lighthouse Marine Park, Group Site, Non Resident			New	\$130.00	Per Night Includes Sales Tax	Unified Fee Schedule	<input type="checkbox"/>
7184	Commercial or Special Event use of Birch Bay Beach Park			New	\$630.00	Per Day, only in conjunction with Special Event Permit		<input type="checkbox"/>
8004	Paddle Board / 2 Seat Kayak / 4 Seat Pedal Boat	\$55.00	Per Day	No Change	\$55.00	Per Day Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
8005	Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboat	\$40.00	Per Day	No Change	\$40.00	Per Day Includes Sales Tax	Executive Order 2006-1	<input type="checkbox"/>
8006	Hovander Camping Fee	\$18.00	Per Unit, Per Night (only in conjunction with approved special event. Special Event application required.)	Change	\$20.00	Per Unit, Per Night (only in conjunction with approved special event. Special Event application required.) Includes Sales Tax	Unified Fee Schedule	<input type="checkbox"/>
8008	Alcohol Use Fee	\$60.00	Per Event	No Change	\$60.00	Per Event	Unified Fee Schedule	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Parks & Recreation

622

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8012	Daily admission to Commercial Event at Hovander Complex	\$1.00	per person	No Change	\$1.00	per person	Executive Order 2005-01	<input type="checkbox"/>
8015	Commercial or Special Event use of Main Picnic shelter at Hovander	\$590.00	per day	Change	\$590.00	per day	Executive Order 2005-01	<input type="checkbox"/>
8020	Commercial or Special Event use of fields	\$400.00	per day, per field	Change	\$400.00	per day, per field Only in conjunction with approved Special Event	Executive Order 2005-01	<input type="checkbox"/>
8022	Period Reenactment and Youth Based Camping Activities	\$2.00	Per person, per night (only in conjunction with approved special event. Special Event Application required).	No Change	\$2.00	Per person, per night (only in conjunction with approved special event. Special Event Application required). Includes Sales Tax	Executive Order 2005-01	<input type="checkbox"/>
8023	Special Event Alcohol Beverage Fee	\$120.00	Per Event	No Change	\$120.00	Per Event	Executive Order 2005-01	<input type="checkbox"/>
8024	Fields	\$200.00	Per day, per field	No Change	\$200.00	Per day, per field Plus fees for impact of garbage, utility, staffing	Executive Order 2005-01	<input type="checkbox"/>
8026	Lighthouse Marine Park Event Fee	\$240 - \$1,500 based on facility use and impact to the park	\$240 - \$1,500 based on facility use and impact to the park	No Change	\$240 - \$1,500 based on facility use and impact to the park Associated with Special Event Permit	\$240 - \$1,500 based on facility use and impact to the park Associated with Special Event Permit	Executive Order 2005-01	<input type="checkbox"/>
8047	Firewood	\$5.00	Per Bundle	No Change	\$5.00	Per Bundle	Unified Fee Schedule	<input type="checkbox"/>
8048	Minor Sport Equipment Rental	Varies per item	Varies per item	No Change	Varies per item	Council delegates to Dept auth to set rates	Unified Fee Schedule	<input type="checkbox"/>
8049	Lighthouse Mnn Pk, Large Tenting Site, (25 person max) Res	\$60.00	Per Night	No Change	\$60.00	Per Night includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8050	Lighthouse Mnn Pk, Large Tenting Site, (25 person max) Non-Res	\$80.00	Per Night	No Change	\$80.00	Per Night includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8051	Corn Feeder - Hovander	\$0.25	Each	No Change	\$0.25	Each Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
8054	Accounting Fee - Programs	rate varies on cost of the program / class (charged if a participant cancels a program and a refund is given)	per class per participant; rate varies on cost of the program / class (charged if a participant cancels a program and a refund is given)	No Change	per class per participant; rate varies on cost of the program / class (charged if a participant cancels a program and a refund is given)	per class per participant; rate varies on cost of the program / class (charged if a participant cancels a program and a refund is given)	Unified Fee Schedule	<input type="checkbox"/>
8065	Semiahmoo Day Lodge, Res	\$290.00	Per Day	No Change	\$290.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8066	Semiahmoo Day Lodge, Non-Res	\$310.00	Per Day	No Change	\$310.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8069	Inflatable or Bounce House Fee	\$75.00	Per Day	No Change	\$75.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
8071	Hovander Portable BBQ Grill	\$85.00	Per Day	No Change	\$85.00	Per Day Includes Sales Tax	Unified Fee Schedule	<input type="checkbox"/>
8125	Roeder Home Kitchen Package (Dishes, flatware, coffee servers)	\$50.00	Per Day	No Change	\$50.00	Per Day Includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8128	Lighthouse Marine Park, Group Site, Res	\$110.00	Per Night	No Change	\$110.00	Per Night Includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8130	Roeder Home Commercial Outdoor Pkg. (Tables, chairs)	\$200.00	Per day	No Change	\$200.00	Per day includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8141	Lighthouse Marine Park Day Use Picnic Shelter (25 person maximum), Res	\$40.00	Per Day	No Change	\$40.00	Per Day sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8142	Lighthouse Marine Park Day Use Picnic Shelter (25 person maximum), Non Res	\$60.00	Per Day	No Change	\$60.00	Per Day sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Parks & Recreation

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8217	Roeder Home Outdoor Equip. Package (tables, chairs, gas grill)	\$65.00	Per Day	No Change	\$65.00	Per Day Includes Sales Tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8227	Range Fee Junior Firearm Rental (Rifle)	\$3.00	per day	No Change	\$3.00	per day Does not include ammo	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8230	Range Fees Chronograph	\$5.00	Per Visit	No Change	\$5.00	Per Visit Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
8326	Commercial or Special Event Use of Bellingham Senior Activity Center Auditorium	\$420.00	Per Day	Change	\$420.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8341	Commercial or Special Event Use of the Bellingham Senior Activity Center Great Room, Room 15 or 16	\$264.00	Per Day	Change	\$264.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8371	Commercial or Special Event, Bellingham Senior Activity Center Small Classrooms	\$210.00	Per day	Change	\$210.00	Per day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
8450	Commercial or Special Event, Roeder Home	\$600.00	Per Day	Change	\$600.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8455	Spinning Wheel	\$4.00	per session	No Change	\$4.00	per session	Unified Fee Schedule	<input type="checkbox"/>
8456	Looms	\$4.00	per session	No Change	\$4.00	per session	Unified Fee Schedule	<input type="checkbox"/>
8457	Easels	\$2.00	per session	No Change	\$2.00	per session	Unified Fee Schedule	<input type="checkbox"/>
8458	Bellingham Senior Activity Center, Auditorium, Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Res	\$260.00	Per Day	No Change	\$260.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8459	Bellingham Senior Activity Center Auditorium, Fri 5 pm - 11 pm, Sat - Sunday 8 am - 11 pm, Non-Res	\$280.00	Per Day	No Change	\$280.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8460	Text Only Youth Range Fees 10-16 years old	\$5.00	per child	No Change	\$5.00	per child Adult Presence Required	Unified Fee Schedule	<input type="checkbox"/>
8478	Silver Lake Cedar & Fir Picnic Shelters, Res	\$40.00	Per Group	No Change	\$40.00	Per Group Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
8479	Silver Lake Cedar & Fir Picnic Shelters, Non-Res	\$60.00	Per Group	No Change	\$60.00	Per Group Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8480	Range Special Event / Program	\$50 - \$2,000 (Negotiated based on impact to Range facility)		No Change		\$50 - \$2,000 (Negotiated based on impact to Range facility)	Unified Fee Schedule	<input type="checkbox"/>
8481	Special Event Water Use Fee	\$150.00	Per Event, Per Day with approved Special Event Permit	No Change	\$150.00	Per Event, Per Day with approved Special Event Permit	Unified Fee Schedule	<input type="checkbox"/>
8482	Special Event Electricity Fee	\$150.00	Per event, per day with approved Special Event Permit	No Change	\$150.00	Per event, per day with approved Special Event Permit	Unified Fee Schedule	<input type="checkbox"/>
8483	Refuse Removal Fee	\$20.00	Per facility, picnic rental	No Change	\$20.00	Per facility, picnic rental	Unified Fee Schedule	<input type="checkbox"/>
8484	Special Event Application Review Fee - Over 3 Hours of Review		Rate per hour equals current Operations Manager's billing rate	No Change		Rate per hour equals current Operations Manager's billing rate Non-Refundable	Unified Fee Schedule	<input type="checkbox"/>
8485	Special Event Site Visit	\$150.00	Per Required Site Visit	No Change	\$150.00	Per Required Site Visit	Unified Fee Schedule	<input type="checkbox"/>
9029	Tennant Lake House Main Floor, Res	\$150.00	Per Day	No Change	\$150.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
9030	Tennant Lake House Main Floor, Non-Res	\$170.00	Per Day	No Change	\$170.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
9031	Tennant Lake House Front Lawn	\$100.00	Per Day	No Change	\$100.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
9032	Expense for Rental Application Background Check - Actual Cost		Rate established by vendor	No Change		Rate established by vendor Pass thru - actual cost charged by vendor	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
9049	Ferndale Senior Activity Center Fri 5 pm - 11 pm, Sat - Sun 8 am - 11pm, Res	\$200.00	Per Day	No Change	\$200.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>



# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

Administration

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
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### Planning & Development Services

<b>Administration</b>								
2054	Custom Mapping or Data	\$150.00	Per Hour + actual cost materials, 1/2 hour minimum	No Change	\$150.00	Per Hour + actual cost materials, 1/2 hour minimum	Unified Fee Schedule	<input type="checkbox"/>
2074	Hearing Examiner: Appeal - Other Admin Decisions to Hearing Examiner	\$500.00	Per application	No Change	\$500.00	Per application	WCC 15, 16, 20, 21, 22, 23	<input type="checkbox"/>
2083	Standard Maps & Publications		Actual Cost	No Change		Actual Cost	Unified Fee Schedule	<input type="checkbox"/>
2757	Staff fee beyond standard services	\$240.00	\$240 base up to 2 hours, then \$120/hour	No Change	\$240.00	\$240 base up to 2 hours, then \$120/hour	Unified Fee Schedule	<input type="checkbox"/>
2760	Copies/Printing - black/white - 8 1/2" x 11", 8 1/2" x 17", 11" x 17"	\$0.15	Per Page	No Change	\$0.15	Per Page	RCW 42.56.070(8), 42.56.120	<input type="checkbox"/>
2761	Copies/Printing - color - 8 1/2" x 11", 8 1/2" x 17", 11" x 17"	\$0.25	Per Page	No Change	\$0.25	Per Page	RCW 42.56.070(7)(a)	<input type="checkbox"/>
2762	Copies/Printing of Maps - black/white	\$0.15	Per Linear Inch	No Change	\$0.15	Per Linear Inch	Actual Cost	<input type="checkbox"/>
2763	Copies/Printing of Maps - color	\$0.35	Per Linear Inch	No Change	\$0.35	Per Linear Inch	Actual Cost	<input type="checkbox"/>
2764	Staff time for scanning paper documents into electronic format (applies when an electronic copy does not already exist)	\$120.00	Per Hour, 1/2 hour minimum	No Change	\$120.00	Per Hour, 1/2 hour minimum	WAC 44-14-07003, 44-14-05002(2)(c)(i)	<input type="checkbox"/>
2765	Code Enforcement Penalties	\$1,000.00	Up to \$1,000 per day per violation	No Change	\$1,000.00	Up to \$1,000 per day per violation	WCC 15, 16, 16, 20, 22, 23	<input type="checkbox"/>
2766	Code Enforcement Inspection for inspections necessary to check status or confirm completion of required compliance action.	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 16, 16, 20, 22, 23	<input type="checkbox"/>
2811	Publishing		Actual Cost	No Change		Actual Cost	Unified Fee Schedule	<input type="checkbox"/>
2843	3% Technology Fee--Permit System		3% Technology Fee charged on total permit/application fees due	No Change		3% Technology Fee charged on total permit/application fees due	Unified Fee Schedule	<input type="checkbox"/>
7180	General Administration/All Divisions			New	\$120.00	Per hour of staff time related to general permit/application administration, review, changes and/or adjustments to original application or for unpermitted project	WCC 15, 22, 16, 20, 21, 23	<input type="checkbox"/>
8430	Special Reports	\$120.00	Per Hour	No Change	\$120.00	Per Hour	Unified Fee Schedule	<input type="checkbox"/>
9005	CD's / DVD's/USB Storage		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	<input type="checkbox"/>
9006	Postage		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	<input type="checkbox"/>
9013	Notary Service	\$8.00	Per Notary Signature and Seal	No Change	\$8.00	Per Notary Signature and Seal	Unified Fee Schedule	<input type="checkbox"/>
<b>Building Services</b>								
2767	Building Permit Appointment No-Show (without a cancellation notice)	\$50.00	\$50 when appointment cancellation is not made by the end of business day (4:30 pm) on day prior.	No Change	\$50.00	\$50 when appointment cancellation is not made by the end of business day (4:30 pm) on day prior.	Unified Fee Schedule	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Building Services

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2842	FIRE: Fire Safety Correction Inspection	\$60.00	Per Inspection-First follow up inspection after fire/life safety corrections were identified and required.	No Change	\$60.00	Per Inspection-First follow up inspection after fire/life safety corrections were identified and required.	WCC 15, 22	<input type="checkbox"/>
2875	FIRE: Additional Fire Safety Correction Inspections	\$120.00	Per inspection-Second and/or more follow up inspections after fire/life safety corrections were identified and required	No Change	\$120.00	Per inspection-Second and/or more follow up inspections after fire/life safety corrections were identified and required	WCC 15, 22	<input type="checkbox"/>
2882	Demolition Permit Flat Rate (Residential Only)	\$240.00	Per Application	No Change	\$240.00	Per Application	WCC 15, 22	<input type="checkbox"/>
2883	Small Project Flat Rate (Residential Only)	\$120.00	Per Application--Residential re-roof, window replacement & siding replacement Only	No Change	\$120.00	Per Application--Residential re-roof, window replacement & siding replacement Only	WCC 15, 22	<input type="checkbox"/>
2909	Secure Med. Plan revision/petition review	\$378.00	per plan	No Change	\$378.00	per plan		<input type="checkbox"/>
2910	Per Application	\$120.00	each	No Change	\$120.00	each	WCC Title 22	<input type="checkbox"/>
8215	Building Permit Re-Inspection Fee	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	<input type="checkbox"/>
8243	Building Plan Check Fee		65% of Building Permit	No Change		65% of Building Permit	WCC 15, 22	<input type="checkbox"/>
8301	Fire: Fireworks Stands	\$100.00	Per Permit	No Change	\$100.00	Per Permit	WCC 15, 22	<input type="checkbox"/>
8302	Fire: Assembly Education, Daycare: Places of Assembly Occupancy Inspections	\$120.00	Per Hour	No Change	\$120.00	Per Hour	WCC 15, 22	<input type="checkbox"/>
8303	Fire: Plan Review (Includes out of Jurisdiction)	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	No Change	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	WCC 15, 22	<input type="checkbox"/>
8304	Fire: Public Fireworks Display Permit	\$240.00	Base 2 hours, then \$140 per hour each additional hour	Change	\$240.00	Base 2 hours, then \$120 per hour each additional hour	WCC 15, 22	<input type="checkbox"/>
8305	Fire: Special Inspections	\$120.00	Per Hour	No Change	\$120.00	Per Hour	WCC 15, 22	<input type="checkbox"/>
8306	Mechanical Code: Additional Plan Review	\$120.00	Per Hour, 1/2 hour minimum	No Change	\$120.00	Per Hour, 1/2 hour minimum	WCC 15, 22	<input type="checkbox"/>
8307	Mechanical Code: After Hours Inspection	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	No Change	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	WCC 15, 22	<input type="checkbox"/>
8308	Mechanical Code: Inspections Other	\$120.00	Per Hour, one hour minimum	No Change	\$120.00	Per Hour, one hour minimum	WCC 15, 22	<input type="checkbox"/>
8309	Mechanical Code: Other Equipment Reg	\$15.00	Per Appliance/Tank	No Change	\$15.00	Per Appliance/Tank	WCC 15, 22	<input type="checkbox"/>
8310	Mechanical Code: Permits	\$40.00	Per Permit--includes 1 inspection when not associated with a building permit (Mechanical Permit)	No Change	\$40.00	Per Permit--includes 1 inspection when not associated with a building permit (Mechanical Permit)	WCC 15, 22	<input type="checkbox"/>
8311	Mechanical Code: Re-Inspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	<input type="checkbox"/>
8312	Mechanical Code: Appliance Under 100,000 BTU	\$16.00	Per Unit	No Change	\$16.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8313	Mechanical Code: Appliance > 100,000 BTU	\$20.00	Per Unit	No Change	\$20.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8322	Mechanical Code: Boiler Compressor Up to 165,000 BTU	\$16.00	Per Unit	No Change	\$16.00	Per Unit	WCC 15, 22	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Building Services

626

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8323	Mechanical Code: Boiler/Compressor up to 330,000 BTU	\$29.00	Per Unit	No Change	\$29.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8324	Mechanical Code: Boiler Compressor up to 1,165,000 BTU	\$39.00	Per Unit	No Change	\$39.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8325	Mechanical Code: Boiler Compressor up to 3,300,000 BTC	\$57.00	Per Unit	No Change	\$57.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8327	Mechanical Code: Boiler Compressor over 3,300,000 BTU	\$94.00	Per Unit	No Change	\$94.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8332	Mobile Home Double Wide Permit Fee (Park)	\$440.00	Per Story	No Change	\$440.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8333	Mobile Home Double Wide Permit Fee (Residential Lot)	\$550.00	Per Story	No Change	\$550.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8334	Mobile Home Reinspection	\$120.00	Per Hour	No Change	\$120.00	Per Hour	WCC 15,22	<input type="checkbox"/>
8338	Mobile Home Single Wide Permit Fee (Park)	\$275.00	Per Story	No Change	\$275.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8340	Mobile Home Single Wide Permit Fee (Residential Lot)	\$385.00	Per Story	No Change	\$385.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8345	Mobile Home Triple Wide Permit Fee (Park)	\$550.00	Per Story	No Change	\$550.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8346	Mobile Home Triple Wide Permit Fee (Residential Lot)	\$660.00	Per Story	No Change	\$660.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8347	Plumbing: Plan Review; Additional Plan Review	\$120.00	Per Hour, one hour minimum	No Change	\$120.00	Per Hour, one hour minimum	WCC 15, 22	<input type="checkbox"/>
8348	Plumbing: After Hours Inspection	\$240.00	\$240 base up to 2 hour then \$120/hr for each additional hour	No Change	\$240.00	\$240 base up to 2 hour then \$120/hr for each additional hour	WCC 15, 22	<input type="checkbox"/>
8349	Plumbing: Complex Systems	Per UFS Appendix B, PDS UFS Policy #9	Per UFS Appendix B, PDS UFS Policy #9	No Change	Per UFS Appendix B, PDS UFS Policy #9	Per UFS Appendix B, PDS UFS Policy #9	UPC, WCC 15, 22, UFS Appendix B	<input type="checkbox"/>
8350	Plumbing: Permit	\$40.00	Per Permit--includes 1 inspection when not associated with a building permit (Plumbing Permit)	No Change	\$40.00	Per Permit--includes 1 inspection when not associated with a building permit (Plumbing Permit)	WCC 15, 22	<input type="checkbox"/>
8351	Plumbing: Permit Supplemental	\$40.00	Per Permit	No Change	\$40.00	Per Permit	WCC 15, 22	<input type="checkbox"/>
8352	Plumbing: Reinspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	<input type="checkbox"/>
8353	Plumbing: Backflow Protective Device	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8354	Plumbing: Lawn Sprinkler System	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8355	Plumbing: Drain	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8356	Plumbing: Fixture	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8357	Plumbing: Water Heater	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8358	Plumbing: Down Spout Commercial	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8359	Plumbing: Grease Interceptor	\$120.00	\$120 base up to 1 hour then \$120/hr + \$12.00 per unit	No Change	\$120.00	\$120 base up to 1 hour then \$120/hr + \$12.00 per unit	WCC 15, 22	<input type="checkbox"/>
8360	Plumbing: Water Treatment Equipment Residential	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Building Services

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8361	Plumbing: Large Backflow Preventor Device	\$15.00	Per Unit + \$120/hr over one hour	No Change	\$15.00	Per Unit + \$120/hr over one hour	WCC 15, 22	<input type="checkbox"/>
8362	Plumbing: Sewer	\$15.00	Per Unit	No Change	\$15.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8366	Construction Permit: Pre-Application Review	\$500.00	\$500 base up to 1.5 hours then \$120/hr	No Change	\$500.00	\$500 base up to 1.5 hours then \$120/hr	Unified Fee Schedule and Appendix B	<input type="checkbox"/>
8369	Title Eliminations (Mobile Homes)	\$120.00	\$120 per hour per application, minimum 1/2 hour	No Change	\$120.00	\$120 per hour per application, minimum 1/2 hour	Unified Fee Schedule	<input type="checkbox"/>
8370	Zoning: Site Plan Review Residential		Per Application: 0.12% of Building Project Valuation; minimum \$20 not to exceed \$3,000	No Change		Per Application: 0.12% of Building Project Valuation; minimum \$20 not to exceed \$3,000	Unified Fee Schedule	<input type="checkbox"/>
8372	Zoning: Site Plan Review Commercial		Per Application: 0.3% of Project Valuation or \$20 whichever is greater; not to exceed \$5,500	No Change		Per Application: 0.3% of Project Valuation or \$20 whichever is greater; not to exceed \$5,500	Unified Fee Schedule	<input type="checkbox"/>
8373	Outside Plan Review		Per UFS Appendix B, PDS UFS Policy #8	No Change		Per UFS Appendix B, PDS UFS Policy #8	Unified Fee Schedule, Appendix B, WCC 15	<input type="checkbox"/>
8375	Fire: Residential Burn Permit	\$60.00	Per Permit, Per Week	No Change	\$60.00	Per Permit, Per Week	IFC 105.6.340, 22	<input type="checkbox"/>
8376	Fire: Commercial Burn Permit	\$120.00	Per Day Per Inspection	No Change	\$120.00	Per Day Per Inspection	IFC 105.6.340, WCC 22	<input type="checkbox"/>
8377	Occupancy Permit-Commercial: Change of Use/Tenant Improvement - No Value Project	\$240.00	\$240 Base up to 1 hour, then \$120 per hour for additional time	No Change	\$240.00	\$240 Base up to 1 hour, then \$120 per hour for additional time	Unified Fee Schedule	<input type="checkbox"/>
8378	General Permit Administration	\$120.00	Per Hour of staff time related to general permit administration, review, changes and/or adjustments to original application, permit or tenant improvement.	No Change	\$120.00	Per Hour of staff time related to general permit administration, review, changes and/or adjustments to original application, permit or tenant improvement.	WCC 15, 22	<input type="checkbox"/>
8379	Building Permit Repeat Plan File Setup		65% of Building Permit Fee, See UFS Appendix B, PDS UFS Policy #1	No Change		65% of Building Permit Fee, See UFS Appendix B, PDS UFS Policy #1	Unified Fees Schedule and Appendix B	<input type="checkbox"/>
8381	Building Permits: Commercial		Per UFS Appendix B, PDS UFS Policy #2	No Change		Per UFS Appendix B, PDS UFS Policy #2	Unified Fee Schedule and Appendix B	<input type="checkbox"/>
8382	Building Permit Reinstatement with in 12 months of expiration		50% of original Building Permit Fee, See UFS Appendix B, PDS UFS Policy #3	No Change		50% of original Building Permit Fee, See UFS Appendix B, PDS UFS Policy #3	UFS and Appendix B	<input type="checkbox"/>
8383	Building Permit: Work Started Without Permit		Double the cost of building permit fee, see UFS Appendix B, PDS UFS Policy #4	No Change		Double the cost of building permit fee, see UFS Appendix B, PDS UFS Policy #4	Unified Fee Schedule and Appendix B	<input type="checkbox"/>
8384	Building Permit: Repeat / Reuse Application		50% less than original Plan Check Fee, See UFS Appendix B, PDS UFS Policy #5	No Change		50% less than original Plan Check Fee, See UFS Appendix B, PDS UFS Policy #5	Unified Fee Schedule and Appendix B	<input type="checkbox"/>
8385	Fire: Sprinkler System Plan Review (13-d)	\$240.00	Per Review	No Change	\$240.00	Per Review	WCC 15, 22	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Parks & Recreation

628

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2827	Camping Discount		50% Discount for WA residents with a WA State Parks Disability Pass, Disabled Vet Lifetime Pass, or a WA State Permanent Disability Parking Permit and matching ID. Does not apply to group camping, cabins, lodges.	No Change		50% Discount for WA residents with a WA State Parks Disability Pass, Disabled Vet Lifetime Pass, or a WA State Permanent Disability Parking Permit and matching ID. Does not apply to group camping, cabins, lodges.		<input type="checkbox"/>
2828	Special Event application review fee - Up to 3 Hours of Administrative Review	\$100.00	per event, up to 3 hours of Administrative Review	No Change	\$100.00	per event, up to 3 hours of Administrative Review	Executive Order 2013-06 Non-Refundable	<input type="checkbox"/>
2830	Facility / Event Staffing Fee	\$20.00	Per Hour	No Change	\$20.00	Per Hour	Executive Order 2013-06	<input type="checkbox"/>
2834	Cabin Pet Fee, excludes Lakeside Lodge & Tomyhoi Cabin	\$28.00	2 pets maximum	Change	\$28.00	Per pet, 2 pet max	Unified Fee Schedule	<input type="checkbox"/>
2880	Special Event - Additional Electrical Panel	\$200.00	per panel	No Change	\$200.00	per panel	Unified Fee Schedule	<input type="checkbox"/>
2881	Special Event - WIFI access	\$100.00	per day	No Change	\$100.00	per day	Unified Fee Schedule	<input type="checkbox"/>
2899	Field Mowing Fee	\$55.00	per hour of mowing	No Change	\$55.00	per hour of mowing	Unified Fee Schedule	<input type="checkbox"/>
2900	Facility Rental - WIFI Access	\$25.00	per day	No Change	\$25.00	per day	Unified Fee Schedule	<input type="checkbox"/>
5001	Samish Day Lodge, Non-Res	\$275.00	Per Day	No Change	\$275.00	Per Day	Unified Fee Schedule	<input type="checkbox"/>
5020	Bellingham Senior Activity Center Great Room, Room 15 or 16 Fri 5 pm - 11 pm, Sat - Sun & Holidays 8 am to 11 pm, Res	\$132.00	Per Day	No Change	\$132.00	Per Day	Unified Fee Schedule	<input type="checkbox"/>
5021	Bellingham Senior Activity Center Great Room, Room 15 or 16 Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Non-Res	\$157.00	Per Day	No Change	\$157.00	Per Day	Unified Fee Schedule	<input type="checkbox"/>
5027	Bellingham Senior Activity Center Small Classrooms Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Res	\$105.00	Per Day	No Change	\$105.00	Per Day	Unified Fee Schedule	<input type="checkbox"/>
5028	Bellingham Senior Activity Center Small Classrooms Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Non-Res	\$125.00	Per Day	No Change	\$125.00	Per Day	Unified Fee Schedule	<input type="checkbox"/>
7181	Hovander Orchard, Resident			New	\$135.00	Per Day, only in conjunction with rental of the Group Picnic Area sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
7182	Hovander Red or Blue Picnic Site, Resident			New	\$75.00	Per Day, Per Site, \$25 additional for 51-100 people sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
7183	Lighthouse Marine Park, Group Site, Non Resident			New	\$130.00	Per Night Includes Sales Tax	Unified Fee Schedule	<input type="checkbox"/>
7184	Commercial or Special Event use of Birch Bay Beach Park			New	\$630.00	Per Day, only in conjunction with Special Event Permit		<input type="checkbox"/>
8004	Paddle Board / 2 Seat Kayak / 4 Seat Pedal Boat	\$55.00	Per Day	No Change	\$55.00	Per Day Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
8005	Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboat	\$40.00	Per Day	No Change	\$40.00	Per Day Includes Sales Tax	Executive Order 2006-1	<input type="checkbox"/>
8006	Hovander Camping Fee	\$18.00	Per Unit, Per Night (only in conjunction with approved special event. Special Event application required.)	Change	\$20.00	Per Unit, Per Night (only in conjunction with approved special event. Special Event application required.) Includes Sales Tax	Unified Fee Schedule	<input type="checkbox"/>
8008	Alcohol Use Fee	\$60.00	Per Event	No Change	\$60.00	Per Event	Unified Fee Schedule	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Parks & Recreation

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8012	Daily admission to Commercial Event at Hovander Complex	\$1.00	per person	No Change	\$1.00	per person	Executive Order 2005-01	<input type="checkbox"/>
8015	Commercial or Special Event use of Main Picnic shelter at Hovander	\$590.00	per day	Change	\$590.00	per day	Executive Order 2005-01	<input type="checkbox"/>
8020	Commercial or Special Event use of fields	\$400.00	per day, per field	Change	\$400.00	per day, per field Only in conjunction with approved Special Event	Executive Order 2005-01	<input type="checkbox"/>
8022	Period Reenactment and Youth Based Camping Activities	\$2.00	Per person, per night (only in conjunction with approved special event. Special Event Application required).	No Change	\$2.00	Per person, per night (only in conjunction with approved special event. Special Event Application required). Includes Sales Tax	Executive Order 2005-01	<input type="checkbox"/>
8023	Special Event Alcohol Beverage Fee	\$120.00	Per Event	No Change	\$120.00	Per Event	Executive Order 2005-01	<input type="checkbox"/>
8024	Fields	\$200.00	Per day, per field	No Change	\$200.00	Per day, per field Plus fees for impact of garbage, utility, staffing	Executive Order 2005-01	<input type="checkbox"/>
8026	Lighthouse Marine Park Event Fee	\$240 - \$1,500 based on facility use and impact to the park	\$240 - \$1,500 based on facility use and impact to the park	No Change		\$240 - \$1,500 based on facility use and impact to the park Associated with Special Event Permit	Executive Order 2005-01	<input type="checkbox"/>
8047	Firewood	\$5.00	Per Bundle	No Change	\$5.00	Per Bundle	Unified Fee Schedule	<input type="checkbox"/>
8048	Minor Sport Equipment Rental		Varies per item	No Change		Varies per item Council delegates to Dept auth to set rates	Unified Fee Schedule	<input type="checkbox"/>
8049	Lighthouse Mnn Pk, Large Tenting Site, (25 person max) Res	\$60.00	Per Night	No Change	\$60.00	Per Night includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8050	Lighthouse Mnn Pk, Large Tenting Site, (25 person max) Non-Res	\$80.00	Per Night	No Change	\$80.00	Per Night includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8051	Corn Feeder - Hovander	\$0.25	Each	No Change	\$0.25	Each Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
8054	Accounting Fee - Programs		per class per participant; rate varies on cost of the program / class (charged if a participant cancels a program and a refund is given)	No Change		per class per participant; rate varies on cost of the program / class (charged if a participant cancels a program and a refund is given)	Unified Fee Schedule	<input type="checkbox"/>
8065	Semiahmoo Day Lodge, Res	\$290.00	Per Day	No Change	\$290.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8066	Semiahmoo Day Lodge, Non-Res	\$310.00	Per Day	No Change	\$310.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8069	Inflatable or Bounce House Fee	\$75.00	Per Day	No Change	\$75.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
8071	Hovander Portable BBQ Grill	\$85.00	Per Day	No Change	\$85.00	Per Day Includes Sales Tax		<input type="checkbox"/>
8125	Roeder Home Kitchen Package (Dishes, flatware, coffee servers)	\$50.00	Per Day	No Change	\$50.00	Per Day Includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8128	Lighthouse Marine Park, Group Site, Res	\$110.00	Per Night	No Change	\$110.00	Per Night Includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8130	Roeder Home Commercial Outdoor Pkg. (Tables, chairs)	\$200.00	Per day	No Change	\$200.00	Per day includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8141	Lighthouse Marine Park Day Use Picnic Shelter (25 person maximum), Res	\$40.00	Per Day	No Change	\$40.00	Per Day sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8142	Lighthouse Marine Park Day Use Picnic Shelter (25 person maximum), Non Res	\$60.00	Per Day	No Change	\$60.00	Per Day sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Parks & Recreation

630

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8217	Roeder Home Outdoor Equip. Package (tables, chairs, gas grill)	\$65.00	Per Day	No Change	\$65.00	Per Day Includes Sales Tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8227	Range Fee Junior Firearm Rental (Rifle)	\$3.00	per day	No Change	\$3.00	per day Does not include ammo	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8230	Range Fees Chronograph	\$5.00	Per Visit	No Change	\$5.00	Per Visit Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
8326	Commercial or Special Event Use of Bellingham Senior Activity Center Auditorium	\$420.00	Per Day	Change	\$420.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8341	Commercial or Special Event Use of the Bellingham Senior Activity Center Great Room, Room 15 or 16	\$264.00	Per Day	Change	\$264.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8371	Commercial or Special Event, Bellingham Senior Activity Center Small Classrooms	\$210.00	Per day	Change	\$210.00	Per day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
8450	Commercial or Special Event, Roeder Home	\$600.00	Per Day	Change	\$600.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8455	Spinning Wheel	\$4.00	per session	No Change	\$4.00	per session	Unified Fee Schedule	<input type="checkbox"/>
8456	Looms	\$4.00	per session	No Change	\$4.00	per session	Unified Fee Schedule	<input type="checkbox"/>
8457	Easels	\$2.00	per session	No Change	\$2.00	per session	Unified Fee Schedule	<input type="checkbox"/>
8458	Bellingham Senior Activity Center, Auditorium, Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Res	\$260.00	Per Day	No Change	\$260.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8459	Bellingham Senior Activity Center Auditorium, Fri 5 pm - 11 pm, Sat - Sunday 8 am - 11 pm, Non-Res	\$280.00	Per Day	No Change	\$280.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8460	Text Only Youth Range Fees 10-16 years old	\$5.00	per child	No Change	\$5.00	per child Adult Presence Required	Unified Fee Schedule	<input type="checkbox"/>
8478	Silver Lake Cedar & Fir Picnic Shelters, Res	\$40.00	Per Group	No Change	\$40.00	Per Group Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
8479	Silver Lake Cedar & Fir Picnic Shelters, Non-Res	\$60.00	Per Group	No Change	\$60.00	Per Group Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8480	Range Special Event / Program	\$50 - \$2,000 (Negotiated based on impact to Range facility)		No Change		\$50 - \$2,000 (Negotiated based on impact to Range facility)	Unified Fee Schedule	<input type="checkbox"/>
8481	Special Event Water Use Fee	\$150.00	Per Event, Per Day with approved Special Event Permit	No Change	\$150.00	Per Event, Per Day with approved Special Event Permit	Unified Fee Schedule	<input type="checkbox"/>
8482	Special Event Electricity Fee	\$150.00	Per event, per day with approved Special Event Permit	No Change	\$150.00	Per event, per day with approved Special Event Permit	Unified Fee Schedule	<input type="checkbox"/>
8483	Refuse Removal Fee	\$20.00	Per facility, picnic rental	No Change	\$20.00	Per facility, picnic rental	Unified Fee Schedule	<input type="checkbox"/>
8484	Special Event Application Review Fee - Over 3 Hours of Review		Rate per hour equals current Operations Manager's billing rate	No Change		Rate per hour equals current Operations Manager's billing rate Non-Refundable	Unified Fee Schedule	<input type="checkbox"/>
8485	Special Event Site Visit	\$150.00	Per Required Site Visit	No Change	\$150.00	Per Required Site Visit	Unified Fee Schedule	<input type="checkbox"/>
9029	Tennant Lake House Main Floor, Res	\$150.00	Per Day	No Change	\$150.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
9030	Tennant Lake House Main Floor, Non-Res	\$170.00	Per Day	No Change	\$170.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
9031	Tennant Lake House Front Lawn	\$100.00	Per Day	No Change	\$100.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
9032	Expense for Rental Application Background Check - Actual Cost		Rate established by vendor	No Change		Rate established by vendor Pass thru - actual cost charged by vendor	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
9049	Ferndale Senior Activity Center Fri 5 pm - 11 pm, Sat - Sun 8 am - 11pm, Res	\$200.00	Per Day	No Change	\$200.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Administration

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
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### Planning & Development Services

#### Administration

2054	Custom Mapping or Data	\$150.00	Per Hour + actual cost materials, 1/2 hour minimum	No Change	\$150.00	Per Hour + actual cost materials, 1/2 hour minimum	Unified Fee Schedule	<input type="checkbox"/>
2074	Hearing Examiner: Appeal - Other Admin Decisions to Hearing Examiner	\$500.00	Per application	No Change	\$500.00	Per application	WCC 15, 16, 20, 21, 22, 23	<input type="checkbox"/>
2083	Standard Maps & Publications		Actual Cost	No Change		Actual Cost	Unified Fee Schedule	<input type="checkbox"/>
2757	Staff fee beyond standard services	\$240.00	\$240 base up to 2 hours, then \$120/hour	No Change	\$240.00	\$240 base up to 2 hours, then \$120/hour	Unified Fee Schedule	<input type="checkbox"/>
2760	Copies/Printing - black/white - 8 1/2" x 11", 8 1/2" x 17", 17" x 11" x 17"	\$0.15	Per Page	No Change	\$0.15	Per Page	RCW 42.56.070(8), 42.56.120	<input type="checkbox"/>
2761	Copies/Printing - color - 8 1/2" x 11", 8 1/2" x 17", 11" x 17"	\$0.25	Per Page	No Change	\$0.25	Per Page	RCW 42.56.070(7)(a)	<input type="checkbox"/>
2762	Copies/Printing of Maps - black/white	\$0.15	Per Linear Inch	No Change	\$0.15	Per Linear Inch	Actual Cost	<input type="checkbox"/>
2763	Copies/Printing of Maps - color	\$0.35	Per Linear Inch	No Change	\$0.35	Per Linear Inch	Actual Cost	<input type="checkbox"/>
2764	Staff time for scanning paper documents into electronic format (applies when an electronic copy does not already exist)	\$120.00	Per Hour, 1/2 hour minimum	No Change	\$120.00	Per Hour, 1/2 hour minimum	WAC 44-14-07003, 44-14-05002(2)(c)(i)	<input type="checkbox"/>
2765	Code Enforcement Penalties	\$1,000.00	Up to \$1,000 per day per violation	No Change	\$1,000.00	Up to \$1,000 per day per violation	WCC 15, 16, 16, 20, 22, 23	<input type="checkbox"/>
2766	Code Enforcement Inspection for inspections necessary to check status or confirm completion of required compliance action.	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 16, 16, 20, 22, 23	<input type="checkbox"/>
2811	Publishing		Actual Cost	No Change		Actual Cost	Unified Fee Schedule	<input type="checkbox"/>
2843	3% Technology Fee--Permit System		3% Technology Fee charged on total permit/application fees due	No Change		3% Technology Fee charged on total permit/application fees due	Unified Fee Schedule	<input type="checkbox"/>
7180	General Administration/All Divisions			New	\$120.00	Per hour of staff time related to general permit/application administration, review, changes and/or adjustments to original application or for unpermitted project	WCC 15, 22, 16, 20, 21, 23	<input type="checkbox"/>
8430	Special Reports	\$120.00	Per Hour	No Change	\$120.00	Per Hour	Unified Fee Schedule	<input type="checkbox"/>
9005	CD's / DVD's/USB Storage		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	<input type="checkbox"/>
9006	Postage		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	<input type="checkbox"/>
9013	Notary Service	\$8.00	Per Notary Signature and Seal	No Change	\$8.00	Per Notary Signature and Seal	Unified Fee Schedule	<input type="checkbox"/>

### 631 Building Services

2767	Building Permit Appointment No-Show (without a cancellation notice)	\$50.00	\$50 when appointment cancellation is not made by the end of business day (4:30 pm) on day prior.	No Change	\$50.00	\$50 when appointment cancellation is not made by the end of business day (4:30 pm) on day prior.	Unified Fee Schedule	<input type="checkbox"/>
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# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Building Services

632

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2842	FIRE: Fire Safety Correction Inspection	\$60.00	Per Inspection-First follow up inspection after fire/life safety corrections were identified and required.	No Change	\$60.00	Per Inspection-First follow up inspection after fire/life safety corrections were identified and required.	WCC 15, 22	<input type="checkbox"/>
2875	FIRE: Additional Fire Safety Correction Inspections	\$120.00	Per inspection-Second and/or more follow up inspections after fire/life safety corrections were identified and required	No Change	\$120.00	Per inspection-Second and/or more follow up inspections after fire/life safety corrections were identified and required	WCC 15, 22	<input type="checkbox"/>
2882	Demolition Permit Flat Rate (Residential Only)	\$240.00	Per Application	No Change	\$240.00	Per Application	WCC 15, 22	<input type="checkbox"/>
2883	Small Project Flat Rate (Residential Only)	\$120.00	Per Application--Residential re-roof, window replacement & siding replacement Only	No Change	\$120.00	Per Application--Residential re-roof, window replacement & siding replacement Only	WCC 15, 22	<input type="checkbox"/>
2909	Secure Med. Plan revision/petition review	\$378.00	per plan	No Change	\$378.00	per plan		<input type="checkbox"/>
2910	Per Application	\$120.00	each	No Change	\$120.00	each	WCC Title 22	<input type="checkbox"/>
8215	Building Permit Re-Inspection Fee	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	<input type="checkbox"/>
8243	Building Plan Check Fee		65% of Building Permit	No Change		65% of Building Permit	WCC 15, 22	<input type="checkbox"/>
8301	Fire: Fireworks Stands	\$100.00	Per Permit	No Change	\$100.00	Per Permit	WCC 15, 22	<input type="checkbox"/>
8302	Fire: Assembly Education, Daycare: Places of Assembly Occupancy Inspections	\$120.00	Per Hour	No Change	\$120.00	Per Hour	WCC 15, 22	<input type="checkbox"/>
8303	Fire: Plan Review (Includes out of Jurisdiction)	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	No Change	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	WCC 15, 22	<input type="checkbox"/>
8304	Fire: Public Fireworks Display Permit	\$240.00	Base 2 hours, then \$140 per hour each additional hour	Change	\$240.00	Base 2 hours, then \$120 per hour each additional hour	WCC 15, 22	<input type="checkbox"/>
8305	Fire: Special Inspections	\$120.00	Per Hour	No Change	\$120.00	Per Hour	WCC 15, 22	<input type="checkbox"/>
8306	Mechanical Code: Additional Plan Review	\$120.00	Per Hour, 1/2 hour minimum	No Change	\$120.00	Per Hour, 1/2 hour minimum	WCC 15, 22	<input type="checkbox"/>
8307	Mechanical Code: After Hours Inspection	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	No Change	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	WCC 15, 22	<input type="checkbox"/>
8308	Mechanical Code: Inspections Other	\$120.00	Per Hour, one hour minimum	No Change	\$120.00	Per Hour, one hour minimum	WCC 15, 22	<input type="checkbox"/>
8309	Mechanical Code: Other Equipment Reg	\$15.00	Per Appliance/Tank	No Change	\$15.00	Per Appliance/Tank	WCC 15, 22	<input type="checkbox"/>
8310	Mechanical Code: Permits	\$40.00	Per Permit--includes 1 inspection when not associated with a building permit (Mechanical Permit)	No Change	\$40.00	Per Permit--includes 1 inspection when not associated with a building permit (Mechanical Permit)	WCC 15, 22	<input type="checkbox"/>
8311	Mechanical Code: Re-Inspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	<input type="checkbox"/>
8312	Mechanical Code: Appliance Under 100,000 BTU	\$16.00	Per Unit	No Change	\$16.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8313	Mechanical Code: Appliance > 100,000 BTU	\$20.00	Per Unit	No Change	\$20.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8322	Mechanical Code: Boiler Compressor Up to 165,000 BTU	\$16.00	Per Unit	No Change	\$16.00	Per Unit	WCC 15, 22	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Building Services

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8414	Building Permits \$25,001 - \$50,000	\$305.61	\$305.61 base + \$7.89 per \$1,000 project valuation	No Change	\$305.61	\$305.61 base + \$7.89 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8415	Building Permits \$50,001 - \$100,000	\$527.83	\$527.83 base + \$5.73 per \$1,000 project valuation	No Change	\$527.83	\$527.83 base + \$5.73 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8416	Building Permits \$100,001 - \$150,000	\$829.38	\$829.38 base + \$4.55 per \$1,000 project valuation	No Change	\$829.38	\$829.38 base + \$4.55 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8417	Building Permits \$150,001 - \$250,000	\$884.14	\$884.14 base + \$4.85 per \$1,000 project valuation	No Change	\$884.14	\$884.14 base + \$4.85 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8418	Building Permits \$250,001 - \$500,000	\$915.16	\$915.16 base + \$5.02 per \$1,000 project valuation	No Change	\$915.16	\$915.16 base + \$5.02 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8419	Building Permits \$500,001 - \$1,000,000	\$2,844.42	\$2,844.42 base + \$4.19 per \$1,000 project valuation	No Change	\$2,844.42	\$2,844.42 base + \$4.19 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8420	Building Permits \$1,000,000 and up	\$4,893.48	\$4,893.48 base + \$2.77 per \$1,000 project valuation	No Change	\$4,893.48	\$4,893.48 base + \$2.77 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8421	Special Inspection	\$120.00	Per Inspection when not associated with a permit case, or when associated with an expired permit, or when associated with a revision or tenant improvement, or similar.	No Change	\$120.00	Per Inspection when not associated with a permit case, or when associated with an expired permit, or when associated with a revision or tenant improvement, or similar.	WCC 15, 22	<input type="checkbox"/>
8422	Construction Permit: Reduced Pre-Application Review	\$250.00	\$250 base up to 1.5 hours then \$120/hr for each additional hour. See UFS Policy #7B	No Change	\$250.00	\$250 base up to 1.5 hours then \$120/hr for each additional hour. See UFS Appendix B, PDS UFS Policy #7B	Unified Fee Schedule and Appendix B	<input type="checkbox"/>
8423	Mechanical Code: Supplemental Permit	\$40.00	Per Permit, includes one inspection when separate from a building permit	No Change	\$40.00	Per Permit, includes one inspection when separate from a building permit	WCC 15, 22	<input type="checkbox"/>
8424	Mechanical Code: Simple Appliance or Vent	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8425	Mechanical Code: Air Handling Unit	\$12.00	Per Unit	No Change	\$12.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8426	Mechanical Code: Solid Fuel Burning Appliance or Fireplace	\$12.00	Per Unit	No Change	\$12.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8427	Mechanical Code: Heating Fuel Tanks	\$12.00	Per unit	No Change	\$12.00	Per unit	WCC 15, 22	<input type="checkbox"/>
8432	Building Permits Additional Plan Reviews	\$120.00	Per hour or per valuation whichever is greater	No Change	\$120.00	Per hour or per valuation whichever is greater	WCC 15, 22	<input type="checkbox"/>
8433	Building Code/Fire/Safety Appeal Fee	\$500.00	\$500.00 base up to 3 hours, then \$120/hr for each additional hour.	No Change	\$500.00	\$500.00 base up to 3 hours, then \$120/hr for each additional hour.	Unified Fee Schedule	<input type="checkbox"/>
8487	Fire: Sprinkler Tenant Improvement less than 20 heads		5% of project value	No Change		5% of project value	WCC 15, 22	<input type="checkbox"/>
8488	Fire: Flow Systems Review	\$240.00	\$240 Per System	No Change	\$240.00	\$240 Per System	WCC 15, 22	<input type="checkbox"/>
8489	Fire: Flow Systems Inspections	\$120.00	Per inspection, \$120 base for 1 inspector, if 2 inspectors required fee is \$120 for each	No Change	\$120.00	Per inspection, \$120 base for 1 inspector, if 2 inspectors required fee is \$120 for each	WCC 15, 22	<input type="checkbox"/>

633

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Building Services

634

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8490	Fire: After Hours Inspection	\$240.00	Per Inspection, \$240 base fee 1st 2 hours, then \$120 for each additional hour	No Change	\$240.00	Per Inspection, \$240 base fee 1st 2 hours, then \$120 for each additional hour	WCC 15, 22	<input type="checkbox"/>
8491	Fire: Gates: Residential Plan Review	\$60.00	Per application	No Change	\$60.00	Per application	WCC 15, 22	<input type="checkbox"/>
8492	Fire: Gates: Commercial Plan Review	\$240.00	Per application	No Change	\$240.00	Per application	WCC 15, 22	<input type="checkbox"/>
8494	Fire: Administrative/Misc Review	\$240.00	Per Application	No Change	\$240.00	Per Application	WCC 15, 22	<input type="checkbox"/>
8495	Specialty Systems Review/Inspection		2% of project Valuation	No Change		2% of project Valuation	WCC 15, 22	<input type="checkbox"/>
9003	Building Permits Inspection After Hours	\$240.00	Base + \$120/hr over 2 hrs	No Change	\$240.00	Base + \$120/hr over 2 hrs	WCC 15, 22	<input type="checkbox"/>
9010	Mechanical Code: Complex Systems		Per UFS Appendix B, PDS UFS Policy #9	No Change		Per UFS Appendix B, PDS UFS Policy #9	IMC, IFGC, WCC 15, 22	<input type="checkbox"/>
9027	Building Permit Extension Request	\$120.00	Per Extension Request when applicable, see UFS Appendix B, PDS UFS Policy #10	No Change	\$120.00	Per Extension Request when applicable, see UFS Appendix B, PDS UFS Policy #10	WCC 15, 22 and Appendix B	<input type="checkbox"/>
<b>Natural Resources</b>								
2771	Mitigation Plan Review	\$375.00	Per Application	No Change	\$375.00	Per Application	WCC 16, 20, 22, 23	<input type="checkbox"/>
2773	Mitigation Monitoring	\$640.00	Per Application	No Change	\$640.00	Per Application	WCC 16, 20, 22, 23	<input type="checkbox"/>
2844	NR Staff Wetland Delineation Special Procedure (Single Family Residence Only)	\$630.00	\$630.00 up to 4 hours then \$120 each additional hour	No Change	\$630.00	\$630.00 up to 4 hours then \$120 each additional hour	WCC 16, 22	<input type="checkbox"/>
2884	Pre-Construction Meeting	\$120.00	per request, up to 1 hour, \$120 each additional hour	No Change	\$120.00	per request, up to 1 hour, \$120 each additional hour	WCC16, 20, 21, 22, 23, IBC & Unified Fee Schedule	<input type="checkbox"/>
2885	Reasonable Use Type II	\$1,440.00	Per application	No Change	\$1,440.00	Per application	WCC 16, 22	<input type="checkbox"/>
2886	Shoreline Substantial Type III	\$2,910.00	Per application	No Change	\$2,910.00	Per application	WCC 22, 23	<input type="checkbox"/>
2901	Mitigation As Built Inspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 16, 20, 22, 23	<input type="checkbox"/>
8244	Clearing: Conversion Option Harvest Plan	\$630.00	per application	No Change	\$630.00	per application	WCC 16, 20, 22, 23	<input type="checkbox"/>
8245	Natural Resources Office Review/Wetland Reconnaissance Review, Pre-Development Site Plan Review	\$240.00	per permit	Change	\$240.00	per permit/review	WCC 16, 20, 22, 23	<input type="checkbox"/>
8246	Natural Resource Site Inspection, Grading, CPAL Compliance, Stormwater	\$240.00	per inspection	No Change	\$240.00	per inspection	WCC 16, 20, 22, 23	<input type="checkbox"/>
8247	Natural Resource Wetland Delineation Review, Technical Report Review	\$375.00	per review; each technical report	Change	\$375.00	per review; each technical report. Base fee covers 3 hours, each additional hour \$120/hour	WCC 16, 20, 22, 23	<input type="checkbox"/>
8252	Gravel Mining Fee - Active	\$520.00	\$520 base rate up to 10-acres of disturbed area then \$45 per acre up to \$1,300 per application	No Change	\$520.00	\$520 base rate up to 10-acres of disturbed area then \$45 per acre up to \$1,300 per application	WCC 20, 22	<input type="checkbox"/>
8253	Gravel Mining Fee - Inactive	\$335.00	\$335 Base up to 10 acres then \$45 an acre up to \$975.00	No Change	\$335.00	\$335 Base up to 10 acres then \$45 an acre up to \$975.00	WCC 20, 22	<input type="checkbox"/>
8254	Shoreline: Conditional Use Permit	\$3,240.00	Per Application (includes public notification fee)	No Change	\$3,240.00	Per Application (includes public notification fee)	WCC 22, 23	<input type="checkbox"/>
8255	Shoreline: Statement of Shoreline Exemption	\$300.00	Per Application	No Change	\$300.00	Per Application	WCC 22, 23	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Building Services

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8386	Fire: Sprinkler System Review/Inspection (All Other)		2% of project valuation	No Change		2% of project valuation	WCC 15, 22	<input type="checkbox"/>
8387	Fire: Fire Flow Inspection and/or Fire Access Road Inspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	<input type="checkbox"/>
8388	Fire: Administrative / Miscellaneous Review - Residential	\$60.00	Per Review, see UFS Appendix B, PDS Policy #6	No Change	\$60.00	Per Review, see UFS Appendix B, PDS UFS Policy #6	WCC 15, 22	<input type="checkbox"/>
8389	Mobile Home Plan Review Fee	\$120.00	Per Application	No Change	\$120.00	Per Application	WCC 15, 22	<input type="checkbox"/>
8391	Mobile Home Quadruple Wide PrePlan (Park Lot)	\$175.00	Per Mobile Home	No Change	\$175.00	Per Mobile Home	WCC 15, 22	<input type="checkbox"/>
8392	Mobile Home Quadruple Wide Permit Fee (Park)	\$660.00	Per Story	No Change	\$660.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8393	Mobile Home Quadruple Wide Permit Fee (Residential)	\$770.00	Per Story	No Change	\$770.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8397	Plumbing Sewage Ejector Inspection	\$120.00	\$120 Base up to 1 hour then \$120/hr for each additional hour	No Change	\$120.00	\$120 Base up to 1 hour then \$120/hr for each additional hour	WCC 15, 22	<input type="checkbox"/>
8398	Plumbing: Hydronic System	\$60.00	Per System	No Change	\$60.00	Per System	WCC 15, 22	<input type="checkbox"/>
8399	Application Revision: Additional Review Requested due to Application Modification		Per Revision: 50% of original application fee unless specified otherwise for certain applications	No Change		Per Revision: 50% of original application fee unless specified otherwise for certain applications	WCC 15, 16, 20, 21, 22	<input type="checkbox"/>
8400	Fire: Fire Alarm System Inspection/Review Fire Alarm		7% of Valuation	No Change		7% of Valuation	WCC 15, 22	<input type="checkbox"/>
8401	Fire: Operational Permit	\$120.00	Per Permit except Open Burning	No Change	\$120.00	Per Permit except Open Burning	WCC 15, 22	<input type="checkbox"/>
8402	Fire: Out of Jurisdiction Fire Inspection or Investigation	\$180.00	Base rate up to 1.5 hours, then \$120 per hour	No Change	\$180.00	Base rate up to 1.5 hours, then \$120 per hour	WCC 15, 22	<input type="checkbox"/>
8404	Mechanical Code: Heat Pump/Mini-split	\$12.00	Per Unit	No Change	\$12.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8405	Mechanical Code: Gas Piping Residential/Accessory	\$8.00	Per unit or outlet	No Change	\$8.00	Per unit or outlet	WCC 15, 22	<input type="checkbox"/>
8406	Mechanical Code: Gas Piping/Commercial	\$12.00	Per Gas Appliance or Piping Connection + Plan Review per Unified Fee Schedule. Includes one inspection of the systems when not associated with building permit.	No Change	\$12.00	Per Gas Appliance or Piping Connection + Plan Review per Unified Fee Schedule. Includes one inspection of the systems when not associated with building permit.	WCC 15, 22	<input type="checkbox"/>
8407	Mechanical Code: Propane Tank	\$16.00	Per Unit: includes one inspection	No Change	\$16.00	Per Unit: includes one inspection	WCC 15, 22	<input type="checkbox"/>
8408	Mechanical Code: Commercial or Type 1 Hood		Fee per valuation, except when valuation is not available or reliable, then \$120/hr. Fee per valuation equals the same amounts presented in UFS # 8420.	No Change		Fee per valuation, except when valuation is not available or reliable, then \$120/hr. Fee per valuation equals the same amounts presented in UFS # 8420.	WCC 15, 22	<input type="checkbox"/>
8412	Building Permits up to \$2,000	\$54.64	Flat Fee	No Change	\$54.64	Flat Fee	WCC 15, 22	<input type="checkbox"/>
8413	Building Permits \$2,001 - \$25,000	\$54.57	\$54.57 base + \$10.91 per \$1,000 of project valuation	No Change	\$54.57	\$54.57 base + \$10.91 per \$1,000 of project valuation	WCC 15, 22	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Building Services

636

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8414	Building Permits \$25,001 - \$50,000	\$305.61	\$305.61 base + \$7.89 per \$1,000 project valuation	No Change	\$305.61	\$305.61 base + \$7.89 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8415	Building Permits \$50,001 - \$100,000	\$527.83	\$527.83 base + \$5.73 per \$1,000 project valuation	No Change	\$527.83	\$527.83 base + \$5.73 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8416	Building Permits \$100,001 - \$150,000	\$829.38	\$829.38 base + \$4.55 per \$1,000 project valuation	No Change	\$829.38	\$829.38 base + \$4.55 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8417	Building Permits \$150,001 - \$250,000	\$884.14	\$884.14 base + \$4.85 per \$1,000 project valuation	No Change	\$884.14	\$884.14 base + \$4.85 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8418	Building Permits \$250,001 - \$500,000	\$915.16	\$915.16 base + \$5.02 per \$1,000 project valuation	No Change	\$915.16	\$915.16 base + \$5.02 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8419	Building Permits \$500,001 - \$1,000,000	\$2,844.42	\$2,844.42 base + \$4.19 per \$1,000 project valuation	No Change	\$2,844.42	\$2,844.42 base + \$4.19 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8420	Building Permits \$1,000,000 and up	\$4,893.48	\$4,893.48 base + \$2.77 per \$1,000 project valuation	No Change	\$4,893.48	\$4,893.48 base + \$2.77 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8421	Special Inspection	\$120.00	Per inspection when not associated with a permit case, or when associated with an expired permit, or when associated with a revision or tenant improvement, or similar.	No Change	\$120.00	Per inspection when not associated with a permit case, or when associated with an expired permit, or when associated with a revision or tenant improvement, or similar.	WCC 15, 22	<input type="checkbox"/>
8422	Construction Permit: Reduced Pre-Application Review	\$250.00	\$250 base up to 1.5 hours then \$120/hr for each additional hour. See UFS Policy #7B	No Change	\$250.00	\$250 base up to 1.5 hours then \$120/hr for each additional hour. See UFS Appendix B, PDS UFS Policy #7B	Unified Fee Schedule and Appendix B	<input type="checkbox"/>
8423	Mechanical Code: Supplemental Permit	\$40.00	Per Permit, includes one inspection when separate from a building permit	No Change	\$40.00	Per Permit, includes one inspection when separate from a building permit	WCC 15, 22	<input type="checkbox"/>
8424	Mechanical Code: Simple Appliance or Vent	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8425	Mechanical Code: Air Handling Unit	\$12.00	Per Unit	No Change	\$12.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8426	Mechanical Code: Solid Fuel Burning Appliance or Fireplace	\$12.00	Per Unit	No Change	\$12.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8427	Mechanical Code: Heating Fuel Tanks	\$12.00	Per unit	No Change	\$12.00	Per unit	WCC 15, 22	<input type="checkbox"/>
8432	Building Permits Additional Plan Reviews	\$120.00	Per hour or per valuation whichever is greater	No Change	\$120.00	Per hour or per valuation whichever is greater	WCC 15, 22	<input type="checkbox"/>
8433	Building Code/Fire/Safety Appeal Fee	\$500.00	\$500.00 base up to 3 hours, then \$120/hr for each additional hour.	No Change	\$500.00	\$500.00 base up to 3 hours, then \$120/hr for each additional hour.	Unified Fee Schedule	<input type="checkbox"/>
8487	Fire: Sprinkler Tenant Improvement less than 20 heads		5% of project value	No Change		5% of project value	WCC 15, 22	<input type="checkbox"/>
8488	Fire: Flow Systems Review	\$240.00	\$240 Per System	No Change	\$240.00	\$240 Per System	WCC 15, 22	<input type="checkbox"/>
8489	Fire: Flow Systems Inspections	\$120.00	Per inspection, \$120 base for 1 inspector, if 2 inspectors required fee is \$120 for each	No Change	\$120.00	Per inspection, \$120 base for 1 inspector, if 2 inspectors required fee is \$120 for each	WCC 15, 22	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Building Services

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8490	Fire: After Hours Inspection	\$240.00	Per Inspection, \$240 base fee 1st 2 hours, then \$120 for each additional hour	No Change	\$240.00	Per Inspection, \$240 base fee 1st 2 hours, then \$120 for each additional hour	WCC 15, 22	<input type="checkbox"/>
8491	Fire: Gates: Residential Plan Review	\$60.00	Per application	No Change	\$60.00	Per application	WCC 15, 22	<input type="checkbox"/>
8492	Fire: Gates: Commercial Plan Review	\$240.00	Per application	No Change	\$240.00	Per application	WCC 15, 22	<input type="checkbox"/>
8494	Fire: Administrative/Misc Review	\$240.00	Per Application	No Change	\$240.00	Per Application	WCC 15, 22	<input type="checkbox"/>
8495	Specialty Systems Review/Inspection		2% of project Valuation	No Change		2% of project Valuation	WCC 15, 22	<input type="checkbox"/>
9003	Building Permits Inspection After Hours	\$240.00	Base + \$120/hr over 2 hrs	No Change	\$240.00	Base + \$120/hr over 2 hrs	WCC 15, 22	<input type="checkbox"/>
9010	Mechanical Code: Complex Systems		Per UFS Appendix B, PDS UFS Policy #9	No Change		Per UFS Appendix B, PDS UFS Policy #9	IMC, IFGC, WCC 15, 22	<input type="checkbox"/>
9027	Building Permit Extension Request	\$120.00	Per Extension Request when applicable, see UFS Appendix B, PDS UFS Policy #10	No Change	\$120.00	Per Extension Request when applicable, see UFS Appendix B, PDS UFS Policy #10	WCC 15, 22 and Appendix B	<input type="checkbox"/>

#### Natural Resources

2771	Mitigation Plan Review	\$375.00	Per Application	No Change	\$375.00	Per Application	WCC 16, 20, 22, 23	<input type="checkbox"/>
2773	Mitigation Monitoring	\$640.00	Per Application	No Change	\$640.00	Per Application	WCC 16, 20, 22, 23	<input type="checkbox"/>
2844	NR Staff Wetland Delineation Special Procedure (Single Family Residence Only)	\$630.00	\$630.00 up to 4 hours then \$120 each additional hour	No Change	\$630.00	\$630.00 up to 4 hours then \$120 each additional hour	WCC 16, 22	<input type="checkbox"/>
2884	Pre-Construction Meeting	\$120.00	per request, up to 1 hour, \$120 each additional hour	No Change	\$120.00	per request, up to 1 hour, \$120 each additional hour	WCC16, 20, 21, 22, 23, IBC & Unified Fee Schedule	<input type="checkbox"/>
2885	Reasonable Use Type II	\$1,440.00	Per application	No Change	\$1,440.00	Per application	WCC 16, 22	<input type="checkbox"/>
2886	Shoreline Substantial Type III	\$2,910.00	Per application	No Change	\$2,910.00	Per application	WCC 22, 23	<input type="checkbox"/>
2901	Mitigation As Built Inspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 16, 20, 22, 23	<input type="checkbox"/>
8244	Clearing: Conversion Option Harvest Plan	\$630.00	per application	No Change	\$630.00	per application	WCC 16, 20, 22, 23	<input type="checkbox"/>
8245	Natural Resources Office Review/Wetland Reconnaissance Review, Pre-Development Site Plan Review	\$240.00	per permit	Change	\$240.00	per permit/review	WCC 16, 20, 22, 23	<input type="checkbox"/>
8246	Natural Resource Site Inspection, Grading, CPAL Compliance, Stormwater	\$240.00	per inspection	No Change	\$240.00	per inspection	WCC 16, 20, 22, 23	<input type="checkbox"/>
8247	Natural Resource Wetland Delineation Review, Technical Report Review	\$375.00	per review; each technical report	Change	\$375.00	per review; each technical report. Base fee covers 3 hours, each additional hour \$120/hour	WCC 16, 20, 22, 23	<input type="checkbox"/>
8252	Gravel Mining Fee - Active	\$520.00	\$520 base rate up to 10-acres of disturbed area then \$45 per acre up to \$1,300 per application	No Change	\$520.00	\$520 base rate up to 10-acres of disturbed area then \$45 per acre up to \$1,300 per application	WCC 20, 22	<input type="checkbox"/>
8253	Gravel Mining Fee - Inactive	\$335.00	\$335 Base up to 10 acres then \$45 an acre up to \$975.00	No Change	\$335.00	\$335 Base up to 10 acres then \$45 an acre up to \$975.00	WCC 20, 22	<input type="checkbox"/>
8254	Shoreline: Conditional Use Permit	\$3,240.00	Per Application (includes public notification fee)	No Change	\$3,240.00	Per Application (includes public notification fee)	WCC 22, 23	<input type="checkbox"/>
8255	Shoreline: Statement of Shoreline Exemption	\$300.00	Per Application	No Change	\$300.00	Per Application	WCC 22, 23	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Natural Resources

038

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8257	Shoreline: Substantial Development Value Adjustment \$1,000,001 +	\$2,989.00	\$2989 Base then \$490 for each additional \$1,000,000 in value	No Change	\$2,989.00	\$2989 Base then \$490 for each additional \$1,000,000 in value	WCC 22, 23	<input type="checkbox"/>
8258	Shoreline Substantial Development Value Adjustment \$250,001 - \$1,000,000	\$2,320.00	per application	No Change	\$2,320.00	per application	WCC 22, 23	<input type="checkbox"/>
8259	Shoreline: Substantial Development Value Adjustment \$50,001 to \$250,000	\$1,365.00	per application	No Change	\$1,365.00	per application	WCC 22, 23	<input type="checkbox"/>
8260	Shoreline: Substantial Development Permit - Type II	\$1,950.00	per application	No Change	\$1,950.00	per application	WCC 22, 23	<input type="checkbox"/>
8261	Shoreline: Variance	\$4,020.00	per application	No Change	\$4,020.00	per application	WCC 22, 23	<input type="checkbox"/>
8263	Gravel Mining Administrative Approvals	\$1,010.00	per application	No Change	\$1,010.00	per application	WCC 20, 22	<input type="checkbox"/>
8268	Grading/Clearing Application	\$300.00	\$300 up to 10,000 cubic yds then \$120 each additional 10,000 cubic yds or up to 5 acres of clearing then \$120 each additional 5 acres per application	No Change	\$300.00	\$300 up to 10,000 cubic yds then \$120 each additional 10,000 cubic yds or up to 5 acres of clearing then \$120 each additional 5 acres per application	WCC 20, 22	<input type="checkbox"/>
8270	NR Setback, Watershed/Stormwater Development Inspections (TESC, stormwater facilities, previous surface, CAO & Shoreline setback), Reinspection Fee	\$120.00	Per inspection	Change	\$120.00	Per inspection	WCC 15, 16, 20, 22, IBC	<input type="checkbox"/>
8435	Critical Area (CA) Variance/ Reasonable Use	Type III \$2,750.00	per application	No Change	\$2,750.00	per application	WCC 16, 20, 22	<input type="checkbox"/>
8441	Notification of Activity/Tree Removal	\$40.00	Per notification/permit	No Change	\$40.00	Per notification/permit	WCC 16, 20, 22, 23	<input type="checkbox"/>
8445	Administrative Review of Shoreline Conditional Use Permits	\$975.00	per application	No Change	\$975.00	per application	WCC 22, 23	<input type="checkbox"/>
8496	NR Assessment/Residential Site Plan Review	\$300.00	Per Application	No Change	\$300.00	Per Application	WCC16, 20, 22	<input type="checkbox"/>
9007	Archeology Review	\$120.00	Per Review	No Change	\$120.00	Per Review	WCC 16, 20, 22, 23	<input type="checkbox"/>
9012	Natural Resources Counter Review	\$60.00	per counter review	No Change	\$60.00	per counter review	WCC 16,16, 20, 23	<input type="checkbox"/>
9026	Geohazard Mitigation Review (Non-Vegetation)	\$180.00	Per Application	No Change	\$180.00	Per Application	WCC 16, 20, 22, 23	<input type="checkbox"/>
Planning								
2824	Planned Unit Development - Certificate of Completion	\$1,255.00	Per Application	No Change	\$1,255.00	Per Application	WCC 20, 22	<input type="checkbox"/>
2846	Rural Density Determination	\$240.00	Per application	No Change	\$240.00	Per application	WCC 20, 22	<input type="checkbox"/>
2879	Density Credit	\$4,000.00	per dwelling	No Change	\$4,000.00	per dwelling	WCC 20.91,030, 22	<input type="checkbox"/>
2887	Type I Resubmittal/Revision	\$120.00	per submittal or NOAR	No Change	\$120.00	per submittal or NOAR	WCC 22	<input type="checkbox"/>
2888	Type II Resubmittal	\$240.00	per submittal or NOAR	No Change	\$240.00	per submittal or NOAR	WCC 22	<input type="checkbox"/>
2889	Type III Resubmittal	\$480.00	per submittal or NOAR	No Change	\$480.00	per submittal or NOAR	WCC 22	<input type="checkbox"/>
2890	Type IV Resubmittal	\$640.00	per submittal or NOAR	No Change	\$640.00	per submittal or NOAR	WCC 22	<input type="checkbox"/>
2891	Type II Revision	\$240.00	per application	No Change	\$240.00	per application	WCC 22	<input type="checkbox"/>
2892	Type III Revision	\$480.00	per application	No Change	\$480.00	per application	WCC 22	<input type="checkbox"/>
2893	Type IV Revision	\$640.00	per application	No Change	\$640.00	per application	WCC 22	<input type="checkbox"/>
2894	Type I & Type II Extension Request	\$120.00	per request	No Change	\$120.00	per request	WCC 22	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Planning

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2895	Type III & Type IV Extension Request	\$240.00	per request	No Change	\$240.00	per request	WCC 22	<input type="checkbox"/>
2896	Major Revision - Type IV Project Permit, Long Subdivision or Binding Site Plan	\$240.00	\$240 Base rate up to 2 hours, then hourly rate of \$120	No Change	\$240.00	\$240 Base rate up to 2 hours, then hourly rate of \$120	WCC, 20, 21, 22	<input type="checkbox"/>
2897	Minor Revision - Type IV Project Permit, Long Subdivision or Binding Site Plan	\$640.00	per application	No Change	\$640.00	per application	WCC 20, 21, 22	<input type="checkbox"/>
2898	Zoning Interpretation	\$240.00	per application	No Change	\$240.00	per application	WCC 22	<input type="checkbox"/>
7177	PDS Civil Plan Review			New	\$120.00	First two submittals of Civil Drawings included in permit fee--if additional reviews are required charged per staff person per hour	WCC 20, 22	<input type="checkbox"/>
7179	Type I Revision			New	\$120.00	per revision	WCC 20	<input type="checkbox"/>
8272	Major Project Permit	\$9,600.00	\$9,600 base + \$120/hour after 80 hours(For Hearing Examiner costs see Council UFS)	No Change	\$9,600.00	\$9,600 base + \$120/hour after 80 hours(For Hearing Examiner costs see Council UFS)	WCC 16, 20, 22	<input type="checkbox"/>
8274	Planned Unit Development - Commercial and Residential	\$3,150.00	per application	No Change	\$3,150.00	per application	WCC 20, 22	<input type="checkbox"/>
8275	Docketed Comprehensive Plan and/or Development Regulation Amendment Application Fee	\$8,800.00	per application unless waived by County Council	No Change	\$8,800.00	per application unless waived by County Council	WCC 22	<input type="checkbox"/>
8276	SEPA Checklist	\$440.00	per application	No Change	\$440.00	per application	WCC 16, 22	<input type="checkbox"/>
8277	SEPA EIS Review	\$3,150.00	\$3,150 base + \$120/hour after 20 hours	Change	\$3,150.00	\$3,150 base + \$120/hour per staff person after 20 hours	WCC 16.08	<input type="checkbox"/>
8278	Subdivision: Short Plat Alteration	\$630.00	per application	No Change	\$630.00	per application	WCC 21, 22	<input type="checkbox"/>
8280	Subdivision: Exemption Review	\$900.00	per application includes exemption stamp	No Change	\$900.00	per application includes exemption stamp	WCC 20, 21, 22	<input type="checkbox"/>
8281	Subdivision: Lot of Record/Lot Consolidation Determination	\$480.00	\$480 per application. Review for up to 4 lots. \$120 each group of 4 (or portion of 4) in excess of first 4 lots. Includes legal lot stamp.	No Change	\$480.00	\$480 per application. Review for up to 4 lots. \$120 each group of 4 (or portion of 4) in excess of first 4 lots. Includes legal lot stamp.	WCC 20, 21, 22	<input type="checkbox"/>
8282	Subdivision: Final Short Plat or Subdivision Plat	\$1,255.00	per application	No Change	\$1,255.00	per application	WCC 21, 22	<input type="checkbox"/>
8283	Subdivision: Preliminary Plat, Binding Site Plan, Preliminary	\$6,540.00	per application	No Change	\$6,540.00	per application	WCC 21, 22	<input type="checkbox"/>
8284	Subdivision: Short Plat	\$3,390.00	per application	No Change	\$3,390.00	per application	WCC 21, 22	<input type="checkbox"/>
8286	Subdivision: Binding Site Plan General and/or Specific	\$1,255.00	per application	No Change	\$1,255.00	per application	WCC 20, 22	<input type="checkbox"/>
8287	Subdivision: Variance, Administrative	\$1,255.00	per application	No Change	\$1,255.00	per application	WCC 21, 22	<input type="checkbox"/>
8288	Zoning: Administrative Approval	\$1,440.00	per application	No Change	\$1,440.00	per application	WCC 20, 22	<input type="checkbox"/>
8290	Zoning: Conditional Use	\$3,240.00	per application	No Change	\$3,240.00	per application	WCC 20, 22	<input type="checkbox"/>
8291	Zoning: Non-Conforming Use Certificate	\$630.00	per application	No Change	\$630.00	per application	WCC 20, 22	<input type="checkbox"/>
8292	Zoning: Variance	\$2,750.00	per application	No Change	\$2,750.00	per application	WCC 20, 22	<input type="checkbox"/>
8294	Transfer of Development Rights Certification	\$150.00	per application	No Change	\$150.00	per application	WCC 20, 22	<input type="checkbox"/>



# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Planning & Development Services

#### Planning

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8296	Open Space Land (Application or Transfer)	\$575.00	Per Application	No Change	\$575.00	Per Application	WCC 03.28.010	<input type="checkbox"/>
8297	GMA Development Agreement	\$3,465.00	per application	No Change	\$3,465.00	per application	RCW 36.70B.170 (4)	<input type="checkbox"/>
8298	Subdivision Variance, Hearing Examiner	\$2,750.00	per application	No Change	\$2,750.00	per application	WCC 21, 22	<input type="checkbox"/>
8438	Comprehensive Plan and/or Development Regulation Docketing Fee	\$405.00	Per application	No Change	\$405.00	Per application	WCC 22	<input type="checkbox"/>
8440	LSS/BSP Subdivision Alteration	\$1,225.00	per application	No Change	\$1,225.00	per application	WCC 22	<input type="checkbox"/>
8500	Marijuana Waiver-set back	\$120.00	per application	No Change	\$120.00	per application	WCC 20, 22	<input type="checkbox"/>
8503	Transfer of Development Rights Application	\$240.00	Per Application based on 2 hours of staff time	No Change	\$240.00	Per Application based on 2 hours of staff time	WCC 20, 22	<input type="checkbox"/>
9020	Subdivision: Preliminary Long Plat, Binding Site Plan (per lot)	\$120.00	Per Lot	No Change	\$120.00	Per Lot	WCC 21, 22	<input type="checkbox"/>
9023	Pre Application Meeting / Development Consultation	\$500.00	per application	No Change	\$500.00	per application	WCC 22	<input type="checkbox"/>
9025	Legal Notice	\$120.00	per application	No Change	\$120.00	per application	WCC 22	<input type="checkbox"/>

### Public Works

#### Administration

2912	3% Technology Fee - Public Works	Per Permit/Application	No Change	Per Permit/Application 3% charged on total permit/application fees due	UFS Ordinance	<input type="checkbox"/>
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#### Engineering Admin

2351	Address Assignment	\$35.00	per address	No Change	\$35.00	per address	RCW 58.17.280	<input type="checkbox"/>
2352	Address Assignment New Subdivision/Short Subdivision 2-7 Lots	\$35.00	per lot	No Change	\$35.00	per lot	RCW 58.17.280	<input type="checkbox"/>
2353	Address Assignment New Subdivision 8-10 Lots	\$250.00	per subdivision	No Change	\$250.00	per subdivision	RCW 58.17.280	<input type="checkbox"/>
2354	Address Assignment New Subdivision 11-30 Lots	\$300.00	per subdivision	No Change	\$300.00	per subdivision	RCW 58.17.280	<input type="checkbox"/>
2355	Address Assignment New Subdivision 31-100 Lots	\$400.00	per subdivision	No Change	\$400.00	per subdivision	RCW 58.17.280	<input type="checkbox"/>
2356	Address Assignment New Subdivision >100 Lots	\$4.00	per lot over 100 lots	No Change	\$4.00	per lot over 100 lots	RCW 58.17.280	<input type="checkbox"/>
2365	Chapter 2, Storm Mgmt & Special Districts - Develop Stds	\$18.75	per publication	No Change	\$18.75	per publication 125 pgs. @ \$0.15/pg.	UFS Ordinance	<input type="checkbox"/>
2366	Chapter 3, Land Clearing - Develop Stds	\$3.00	per publication	No Change	\$3.00	per publication 20 pgs. @ \$0.15/pg.	UFS Ordinance	<input type="checkbox"/>
2368	Chapter 5 - Road Standards - Develop Stds	\$32.40	per publication	No Change	\$32.40	per publication 216 pgs. @ \$0.15/pg.	UFS Ordinance	<input type="checkbox"/>
2369	Copies - Microfilm Electrostatic	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	<input type="checkbox"/>
2371	Copies 1" = 1 mile County Road Map	\$10.00	per copy	No Change	\$10.00	per copy	UFS Ordinance	<input type="checkbox"/>
2372	Copies 11" x 17" Maps	\$0.50	per copy	No Change	\$0.50	per copy	UFS Ordinance	<input type="checkbox"/>
2373	Copies 18" x 18" Maps	\$2.00	per copy	No Change	\$2.00	per copy	UFS	<input type="checkbox"/>
2374	Copies 18" x 24" Maps	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	<input type="checkbox"/>
2375	Copies 24" x 24" Maps	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	<input type="checkbox"/>
2376	Copies 24" x 36" Maps	\$3.00	per copy	No Change	\$3.00	per copy	UFS Ordinance	<input type="checkbox"/>
2379	Copies - Scanned Aerials 11x17	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Public Works

Engineering Admin

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2418	Repeat Review	\$120.00	per hour	No Change	\$120.00	per hour	UFS Ordinance	<input type="checkbox"/>
2419	Rsrch Ttl/Srvy/Eng Frms	\$120.00	per hour	No Change	\$120.00	per hour	UFS Ordinance	<input type="checkbox"/>
2420	Rev Enc Prmt Com Drvwy & Existing Private Roads	\$250.00	each	No Change	\$250.00	each	WCC 12.16.90	<input type="checkbox"/>
2421	Rev Enc Prmt Com Utility Service	\$100.00	< 100 ft.	No Change	\$100.00	< 100 ft.	WCC 12.16.90	<input type="checkbox"/>
2422	Rev Enc Prmt Misc.	\$0.30	per foot >250 ft	No Change	\$0.30	per foot >250 ft	WCC 12.16.90	<input type="checkbox"/>
2423	Rev Enc Prmt Misc.	\$75.00	<250 ft	No Change	\$75.00	<250 ft	WCC 12.16.90	<input type="checkbox"/>
2424	Rev Enc Prmt Gas, Power, Communication Installation	\$0.35	per foot > 600 ft	No Change	\$0.35	per foot > 600 ft	WCC 12.16.90	<input type="checkbox"/>
2425	Rev Enc Prmt Gas, Power, Communication Installation	\$225.00	< 600 ft.	No Change	\$225.00	< 600 ft.	WCC 12.16.90	<input type="checkbox"/>
2426	Rev Enc Prmt Misc Rdwy	\$0.30	per foot >500 ft	No Change	\$0.30	per foot >500 ft	WCC 12.16.90	<input type="checkbox"/>
2427	Rev Enc Prmt Misc Rdwy	\$175.00	<500 ft	No Change	\$175.00	<500 ft	WCC 12.16.90	<input type="checkbox"/>
2428	Rev Enc Prmt Rd Cnst	\$0.90	per foot >300 ft	No Change	\$0.90	per foot >300 ft	WCC 12.16.90	<input type="checkbox"/>
2429	Rev Enc Prmt Rd Cnst - Short Plat Rd	\$325.00	<300 ft	No Change	\$325.00	<300 ft	WCC 12.16.90	<input type="checkbox"/>
2430	Rev Enc Prmt Res Drvwy	\$100.00	each	No Change	\$100.00	each	WCC 12.16.90	<input type="checkbox"/>
2431	Rev Enc Prmt Res Utlty Service	\$100.00	<100 ft.	No Change	\$100.00	<100 ft.	WCC 12.16.90	<input type="checkbox"/>
2432	Rev Enc Prmt Sidewalks	\$0.30	per foot >500 ft	No Change	\$0.30	per foot >500 ft	WCC 12.16.90	<input type="checkbox"/>
2433	Rev Enc Prmt Sidewalks	\$175.00	<500 ft	No Change	\$175.00	<500 ft	WCC 12.16.90	<input type="checkbox"/>
2435	Rev Enc Prmt Storm Drain	\$0.35	per foot >300 ft	No Change	\$0.35	per foot >300 ft	WCC 12.16.90	<input type="checkbox"/>
2436	Rev Enc Prmt Storm Drain	\$100.00	<50 feet	No Change	\$100.00	<50 feet	WCC 12.16.90	<input type="checkbox"/>
2437	Rev Enc Prmt Storm Drain	\$200.00	50 ft. to 300 feet	No Change	\$200.00	50 ft. to 300 feet	WCC 12.16.90	<input type="checkbox"/>
2438	Rev Enc Prmt Sewer Utility Installation	\$0.35	per foot >500 ft	No Change	\$0.35	per foot >500 ft	WCC 12.16.90	<input type="checkbox"/>
2439	Rev Enc Prmt Sewer Utility Installation	\$225.00	<500 ft	No Change	\$225.00	<500 ft	WCC 12.16.90	<input type="checkbox"/>
2440	Rev Enc Prmt Water Utility Installation	\$0.35	per foot >500 ft	No Change	\$0.35	per foot >500 ft	WCC 12.16.90	<input type="checkbox"/>
2441	Rev Enc Prmt Water Utility Installation	\$225.00	<500 ft	No Change	\$225.00	<500 ft	WCC 12.16.90	<input type="checkbox"/>
2775	Copies/Printing of Maps - black & white	\$0.15	per linear inch (on longest side)	No Change	\$0.15	per linear inch (on longest side) Actual Cost	UFS	<input type="checkbox"/>
2776	Copies/Printing of Maps - color	\$0.35	per linear inch (on longest side)	No Change	\$0.35	per linear inch (on longest side) Actual Cost	UFS	<input type="checkbox"/>
2777	Copies/Printing - color - 8 1/2" x 11", 8 1/2" x 14", 11" x 17"	\$0.25	per page	No Change	\$0.25	per page	UFS	<input type="checkbox"/>
2778	Copies/Printing - black/white 8 1/2" x 11", 8 1/2" x 14", 11" x 17"	\$0.15	per page	No Change	\$0.15	per page	RCW42.56.070(7)(b), 42.56.070(8), 42.56.120	<input type="checkbox"/>
2779	Utility pole installation	\$100.00	per job	No Change	\$100.00	per job	WCC 12.16.90	<input type="checkbox"/>
7178	Chapter 1, Administration - Develop Stds	\$1.20	per publication	No Change	\$1.20	per publication 8 pgs. @ \$0.15/pg.	UFS Ordinance	<input type="checkbox"/>
8132	Document Recording Fees		actual cost	No Change		actual cost Fees charged by Auditor's Office	RCW 36.18.10	<input type="checkbox"/>
8139	Moving Permit - Building	\$10.00	ea	No Change	\$10.00	ea per piece	WCC 10.32	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Public Works

Engineering Admin

642

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
8197	Road Establishment Petition Processing	\$350.00	per Petition. Excludes: RCW 36.81.020-required \$300 bond.	No Change	\$350.00	per Petition. Excludes: RCW 36.81.020-required \$300 bond.	RCW36.81	<input type="checkbox"/>
9014	Rev Enc Prmt Res Utility Service	\$0.30	per foot > 100 ft.	No Change	\$0.30	per foot > 100 ft.	WCC 12.16.90	<input type="checkbox"/>
9015	Rev Enc Prmt Utility Repair	\$100.00	< 30 ft.	No Change	\$100.00	< 30 ft.	WCC 12.16.90	<input type="checkbox"/>
9016	Rev Enc Prmt Com Utility Service	\$0.30	per foot > 100 ft.	No Change	\$0.30	per foot > 100 ft.	WCC 12.16.90	<input type="checkbox"/>
9017	Notary Service	\$8.00	per notary signature & seal	No Change	\$8.00	per notary signature & seal	UFS	<input type="checkbox"/>
9021	Computer Disk	\$10.00	each	No Change	\$10.00	each	UFS	<input type="checkbox"/>
<b>Engineering Development</b>								
2755	Preliminary Subdivision Application Processing	\$1,000.00	per application. See Addendum.	No Change	\$1,000.00	per application. See Addendum.	WCC 21.01.070	<input type="checkbox"/>
2756	Short Subdivision Application Processing	\$2,000.00	per application. See Addendum.	No Change	\$2,000.00	per application. See Addendum.	WCC 21.01.070	<input type="checkbox"/>
2758	Preliminary Binding Site Plan Application Processing	\$1,000.00	per application. See Addendum.	No Change	\$1,000.00	per application. See Addendum.	WCC 21.01.070	<input type="checkbox"/>
2849	Security, Warranty, establishment and administration	\$150.00	per security document.	No Change	\$150.00	per security document.	WCDS 110.B	<input type="checkbox"/>
2850	Security, Deferred Work, establishment and administration	\$100.00	per security document.	No Change	\$100.00	per security document.	WCDS 110.C	<input type="checkbox"/>
2851	Trail Permit signage fabrication and installation		Actual cost.	No Change		Actual cost.	WCC 12.14.060	<input type="checkbox"/>
2852	Planned Unit Development Application processing.	\$1,500.00	per Application.	No Change	\$1,500.00	per Application.	WCC 20.85	<input type="checkbox"/>
2873	Latecomers Agreement Administrative Fee	\$450.00	per agrmnt plus \$150/parcel w/in the Assessment Area plus 1.5% of construction costs	No Change	\$450.00	per agrmnt plus \$150/parcel w/in the Assessment Area plus 1.5% of construction costs	Ord 98-033	<input type="checkbox"/>
2874	Subdivision, Short Subdivision, Planned Unit Development, General Binding Site Plan, or Specific Binding Site Plan amendment, alteration, modification, and/or vacation processing	\$120.00	per hour	No Change	\$120.00	per hour	WCC 21.04.120, WCC 21.05.110, 21.06.030, WCC 21.07.110, WCC 21.08.040	<input type="checkbox"/>
7166	Technical services and review	\$120.00	per hour. See Addendum.	No Change	\$120.00	per hour. See Addendum.	WCC20.04.090, 091, 092	<input type="checkbox"/>
7167	Stormwater management review	\$120.00	per hour.	No Change	\$120.00	per hour.	WCC 20.04.090, 091, 092	<input type="checkbox"/>
7168	Site visit	\$120.00	per hour, including travel time.	No Change	\$120.00	per hour, including travel time.	WCC 12.08 & 12.16.090	<input type="checkbox"/>
7169	Pre-Application Meeting	\$300.00	per Application. See Addendum.	No Change	\$300.00	per Application. See Addendum.	UFS	<input type="checkbox"/>
7170	Trail Permit Determination	\$25.00	per project	No Change	\$25.00	per project	WCC12.14.170	<input type="checkbox"/>
7172	Preliminary Traffic & Concurrency Information Form Review	\$75.00	per original or revision.	No Change	\$75.00	per original or revision.	WCC 20.78	<input type="checkbox"/>
7173	Traffic review	\$120.00	per hour.	No Change	\$120.00	per hour.	WCC 12.08	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Public Works

#### Engineering Development

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
7174	General and/or Specific Binding Site Plan Application Processing	\$450.00	per application, plus \$100/lot. Includes: one original and revision review of ingress/egress and/or stormwater management; construction inspections; two final General and/or Specific Binding Site Plan checkpoint reviews; record drawing review.	No Change	\$450.00	per application, plus \$100/lot. Includes: one original and revision review of ingress/egress and/or stormwater management; construction inspections; two final General and/or Specific Binding Site Plan checkpoint reviews; record drawing review.	WCC 21.06	<input type="checkbox"/>
7175	Final Subdivision Application processing	\$1,000.00	per Application + \$100.00/lot. Includes one final construction inspection site visit, two final plat checkpoint reviews, and one mylar review.	No Change	\$1,000.00	per Application + \$100.00/lot. Includes one final construction inspection site visit, two final plat checkpoint reviews, and one mylar review.	WCC 21.06	<input type="checkbox"/>
7176	Preliminary Stormwater Proposal Form Review	\$50.00	per original or revision.	No Change	\$50.00	per original or revision.	WCC20.80.630	<input type="checkbox"/>
8135	WCDS Formal Variance Request Form Processing	\$400.00	per form per cited varied Standard.	No Change	\$400.00	per form per cited varied Standard.	UFS Ordinance	<input type="checkbox"/>
8136	WCDS Administrative Appeal Processing	\$300.00	per appeal.	No Change	\$300.00	per appeal.	UFS Ordinance	<input type="checkbox"/>
8140	Trail Permit Application Processing	\$250.00	per application. Includes: one site visit and permit preparation and recording, both by County	No Change	\$250.00	per application. Includes: one site visit and permit preparation and recording, both by County	WCC12.14.170	<input type="checkbox"/>
9008	Security, Performance, establishment and administration	\$200.00	per security document.	No Change	\$200.00	per security document.	WCDS 110.A	<input type="checkbox"/>
<b>Ferry &amp; Docks</b>								
2793	Passenger/Pedestrian	\$7.00	1 Round Trip	No Change	\$7.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2794	Passenger/Pedestrian - Multiride	\$88.00	25 Round Trips	No Change	\$88.00	25 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2795	Children under 12 W/Parent	\$0.00	1 Round Trip	No Change	\$0.00	1 Round Trip WCC 10.34	Ordinance 2010-54	<input type="checkbox"/>
2796	Resident School Children 12-18 years Sept 1 through June 30	\$0.00	1 Round Trip	No Change	\$0.00	1 Round Trip WCC 10.34	Ordinance 2010-054	<input type="checkbox"/>
2797	Needs Based Passenger/Pedestrian (Senior/Disabled/Income)	\$28.00	10 Round Trips	No Change	\$28.00	10 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2798	Post-High School Full-time Students	\$70.00	25 Round Trips	No Change	\$70.00	25 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2799	Lummi Tribe W/I.D.	\$0.00	Foot Passenger Only	No Change	\$0.00	Foot Passenger Only WCC 10.34	Ordinance 2010-054	<input type="checkbox"/>
2800	Bicycle W/Rider	\$7.00	1 Round Trip	No Change	\$7.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2802	Motorcycle W/Rider	\$8.00	1 Round Trip	No Change	\$8.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2803	Motorcycle W/Rider	\$140.00	25 Round Trips	No Change	\$140.00	25 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2806	Vehicle W/Driver < 11,001lbs	\$13.00	1 Round Trip	Change	\$13.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2807	Vehicle W/Driver < 11,001lbs - Multiride	\$102.00	10 Round Trips	Change	\$102.00	10 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2808	Vehicle W/Driver < 11,001lbs Multiride	\$210.00	25 Round Trips	Change	\$210.00	25 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>

643

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Public Works

#### Ferry & Docks

644

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2809	Needs Based Vehicle W/Driver (Senior/Disabled/Income) <11,000lbs	\$52.00	10 Round Trips	Change	\$52.00	10 Round Trips	WCC 10.34	Ordinance 2015-034
2810	Vehicle W/Driver 11,001 - 20,000lbs	\$32.00	1 Round Trip	Change	\$32.00	1 Round Trip	WCC 10.34	Ordinance 2015-034
2812	Vehicle W/Driver 11,001 - 20,000lbs	\$272.00	10 Round Trips	Change	\$272.00	10 Round Trips	WCC 10.34	Ordinance 2015-034
2813	Vehicle W/Driver 20,001 - 36,000lbs	\$75.00	1 Round Trip	No Change	\$75.00	1 Round Trip	WCC 10.34	Ordinance 2015-034
2814	Vehicle W/Driver 20,001 - 36,000lbs	\$638.00	10 Round Trips	No Change	\$638.00	10 Round Trips	WCC 10.34	Ordinance 2015-034
2815	Vehicle W/Driver 36,001 - 50,000lbs	\$145.00	1 Round Trip	No Change	\$145.00	1 Round Trip	WCC 10.34	Ordinance 2015-034
2816	Vehicle W/Driver 36,001 - 50,000lbs	\$1,233.00	10 Round Trips	No Change	\$1,233.00	10 Round Trips	WCC 10.34	Ordinance 2015-034
2817	Trailer under 16 feet	\$20.00	1 Round Trip	No Change	\$20.00	1 Round Trip	WCC 10.34	Ordinance 2015-034
2818	Trailer 16 - 30 feet	\$38.00	1 Round Trip	No Change	\$38.00	1 Round Trip	WCC 10.34	Ordinance 2015-034
2820	Trailer over 30 feet	\$70.00	1 Round Trip	No Change	\$70.00	1 Round Trip	WCC 10.34	Ordinance 2015-034
2821	Over width Vehicle/Trailers > 1 lane - 50% Surcharge		Surcharge	No Change		Surcharge	WCC 10.34	Ordinance 2010-054
2822	Special Trips after regularly scheduled runs	\$600.00	Per trip surcharge	No Change	\$600.00	Per trip surcharge	WCC 10.34	Ordinance 2015-034
7186	Vehicle W/Driver 50,001 - 54,000lbs		New	New	\$300.00	1 Round Trip	Trip requires an issued overweight permit.	2020 UFS Ordinance - Council
7187	On-Board Single Ride Credit/Debit Transaction Fee		New	New	\$0.50	Per Transaction	Not for use with Multiride Punch Card purchases	2020 UFS Ordinance - Council
8506	Fare waiver for escort for elementary schoolchildren	\$0.00	One escort 2X daily on school days	No Change	\$0.00	One escort 2X daily on school days		2015 UFS Ordinance - Council/Executive Change
8507	Fare waiver for personal attendant for qualified ADA clients	\$0.00	One attendant per ADA client	No Change	\$0.00	One attendant per ADA client		2015 UFS Ordinance - Council/Executive Change
<b>Flood Control Zone District</b>								
2442	Stormwater Review - Prelim. Proposal	\$25.00	Per Review	No Change	\$25.00	Per Review		Unfd Fee Schdl Ordinance
2443	Stormwater Review - Design Report	\$50.00	Per Report	No Change	\$50.00	Per Report		Unfd Fee Schdl Ordinance
2726	Flood Code: Variance	\$2,500.00	per request	No Change	\$2,500.00	per request		Unified Fee Schedule Ordinance
2727	Flood: Data requests	\$120.00	Per Hour	No Change	\$120.00	Per Hour	Minimum charge is for 1/2 hour	Unified fee schedule ordinance
2780	Flood: Flood Review Non Bldg Permit	\$120.00	Per review	No Change	\$120.00	Per review		WCC 15, 2003 IRC Section R323
2781	Flood: Flood Building Permits	\$240.00	Per Review	No Change	\$240.00	Per Review		WCC 15, 2003 IRC Section R323
2788	Copies 8 1/2 x 11	\$0.25	Per copy	No Change	\$0.25	Per copy		Unified Fee Schedule Ordinance
2861	Hydraulic analysis/Design report review	\$110.00	per hour, 1 hr minimum	No Change	\$110.00	per hour, 1 hr minimum		Unified fee schedule ordinance
4974	Copies 8 1/2 x 14	\$0.35	Per Copy	No Change	\$0.35	Per Copy		Unfd Fee Schdl Ordinance
4975	Copies 11 x 17	\$0.50	Per Copy	No Change	\$0.50	Per Copy		Unfd Fee Schdl Ordinance
4976	Copies 24 " Wide	\$2.00	Per Copy	No Change	\$2.00	Per Copy		Unfd Fee Schdl Ordinance
4977	Copies 36 " Wide	\$3.00	Per Copy	No Change	\$3.00	Per Copy		Unfd Fee Schdl Ordinance
4978	Comprehensive Flood Hazard Management Plan	\$5.00	Per Copy	No Change	\$5.00	Per Copy		Unfd Fee Schdl Ordinance
<b>Natural Resources</b>								

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Public Works

#### Natural Resources

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2835	AIS Inspection Class A Watercraft Annual Sticker	\$50.00	per boat	No Change	\$50.00	per boat	Ord 2014 - 020	<input type="checkbox"/>
2836	AIS Inspection Class A Watercraft Multi-Day Pass	\$20.00	Per boat	No Change	\$20.00	Per boat	Ord 2014 - 020	<input type="checkbox"/>
2837	AIS Awareness - AIS Inspection Class A Watercraft Annual Sticker	\$40.00	Per boat	No Change	\$40.00	Per boat	Ord 2014 - 020	<input type="checkbox"/>
2838	AIS Inspection Class B Watercraft Annual Sticker	\$10.00	Per boat	No Change	\$10.00	Per boat	Ord 2014 - 020	<input type="checkbox"/>
2839	AIS Awareness - AIS Inspection Class B Watercraft Annual Sticker	\$0.00	Per boat	No Change	\$0.00	Per boat No charge	Ord 2014 - 020	<input type="checkbox"/>
2840	AIS Watercraft Decontamination Fee	\$25.00	Per boat	No Change	\$25.00	Per boat	Ord 2014 - 020	<input type="checkbox"/>
<b>Noxious Weed</b>								
2469	Admin. Enforcement Fee	\$750.00	Per contact	No Change	\$750.00	Per contact	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
<b>Solid Waste</b>								
2459	Recomp Surcharge	\$0.00	Per Ton	No Change	\$0.00	Per Ton	Ord 91-041	<input type="checkbox"/>
2460	Recyclables - Birch Bay/Cedarville	\$0.03	Per Pound	No Change	\$0.03	Per Pound \$5.00 minimum	Executive Order 2008-02	<input type="checkbox"/>
2461	Recyclables - Point Roberts	\$0.05	per pound	No Change	\$0.05	per pound \$3.00 minimum	WCC 8.12	<input type="checkbox"/>
2462	Refrigerators/Freezers - Point Roberts	\$50.00	Each	No Change	\$50.00	Each	WCC 8.12	<input type="checkbox"/>
2463	Solid Waste - Point Roberts	\$0.14	\$0.135 Per Pound, \$5.50 Minimum	No Change	\$0.14	\$0.135 Per Pound, \$5.50 Minimum	Executive Order 2013- 04	<input type="checkbox"/>
2464	Solid Waste Disposal Tax	\$8.50	Per Ton	No Change	\$8.50	Per Ton	WCC 8.12; Ord 97-041	<input type="checkbox"/>
7149	Propane Tanks - Point Roberts	\$5.00	per gallon	No Change	\$5.00	per gallon \$5.00 minimum	WCC 8.12	<input type="checkbox"/>
7150	Large Appliances (other than refrigerators/freezers) - Pt Roberts	\$20.00	each	No Change	\$20.00	each	WCC 8.12	<input type="checkbox"/>
7151	Lead Acid Batteries - Point Roberts	\$1.00	each	No Change	\$1.00	each	WCC 8.12	<input type="checkbox"/>
8198	Computer Monitor Recycle -Point Roberts	\$10.00	Per Monitor Surcharge	No Change	\$10.00	Per Monitor Surcharge Garbage weight disposal fee + \$10	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8199	Television Recycle -Point Roberts	\$1.00	Per Television Surcharge	No Change	\$1.00	Per Television Surcharge Garbage weight disposal fee plus \$1	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8200	Box type Electronics Recycle -Point Roberts	\$5.00	Per Electronic Surcharge	No Change	\$5.00	Per Electronic Surcharge Garbage weight disposal fee plus \$5	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8201	Miscellaneous Small Electronics Recycle -Point Roberts		By Weight	No Change		By Weight Garbage weight disposal fee	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8202	Yardwaste Recycling Recycle -Point Roberts	\$0.14	Per Lb.	No Change	\$0.14	Per Lb.	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8203	Brush/Branch Recycling -Pt. Roberts	\$70.00	Per Ton	No Change	\$70.00	Per Ton	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8204	Mixed Construction Waste Disposal Recycle-Point Roberts	\$180.00	Per Ton	No Change	\$180.00	Per Ton	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8396	Solid Waste - Birch Bay/Cedarville	\$0.15	Per Pound	No Change	\$0.15	Per Pound \$5.00 minimum. No add'l min. for same visit	Executive Order 2008-2	<input type="checkbox"/>
<b>Stormwater</b>								
7185	Capital Facilities Charge			New	\$1,730.00	Each Equivalent Service Unit (ESU) As defined in WCC 16.30	WCC 16.30.120	<input type="checkbox"/>

645

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Sheriff

Administration

646

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
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### Sheriff

Administration								
2500	Alarm Assessments	\$25.00	Per False Alarm	No Change	\$25.00	Per False Alarm	WCC 5.60	<input type="checkbox"/>
2502	Atchmnt/Writ Personal Property Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2503	Atchmnt/Writ Personal Property Service	\$30.00	Per Def	No Change	\$30.00	Per Def	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2504	Atchmnt/Writ Real Property File Fee	\$25.00	Each	No Change	\$25.00	Each + Auditor's Recording Fee	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2505	Atchmnt/Writ Real Property Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2506	Atchmnt/Writ Real Property Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2507	Atchmnt/Writ Real Property Service	\$30.00	Per Def	No Change	\$30.00	Per Def	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2508	Boat Races/Water Event Permit	\$7.00	Per Event	No Change	\$7.00	Per Event	WCC 11.36	<input type="checkbox"/>
2509	Carnival Permit	\$100.00	Per Year	No Change	\$100.00	Per Year	WCC 5.08	<input type="checkbox"/>
2510	Certification	\$30.00	Each	No Change	\$30.00	Each	RCW 36.18.040(1)(n)	<input type="checkbox"/>
2515	Criminal History Record Check	\$25.00	Per Report	No Change	\$25.00	Per Report	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2516	Dance Licenses With Alcohol	\$2.50	Per Event	No Change	\$2.50	Per Event	WCC 5.16	<input type="checkbox"/>
2517	Dance Licenses With Alcohol	\$17.50	Per Quarter	No Change	\$17.50	Per Quarter	WCC 5.16	<input type="checkbox"/>
2518	Dance Licenses With Alcohol	\$50.00	Per Year	No Change	\$50.00	Per Year	WCC 5.16	<input type="checkbox"/>
2519	Dance Licenses Without Alcohol	\$2.00	Per Event	No Change	\$2.00	Per Event	WCC 5.16	<input type="checkbox"/>
2520	Dance Licenses Without Alcohol	\$10.00	Per Quarter	No Change	\$10.00	Per Quarter	WCC 5.16	<input type="checkbox"/>
2521	Dance Licenses Without Alcohol	\$25.00	Per Year	No Change	\$25.00	Per Year	WCC 5.16	<input type="checkbox"/>
2522	Deed Fees	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2524	Erotic Dancer's License	\$50.00	Per License Application	No Change	\$50.00	Per License Application	WCC 9.52	<input type="checkbox"/>
2525	Execution Personal Property Bill of Sale	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2526	Execution Personal Property Condng Sale	\$50.00	Each Sale	No Change	\$50.00	Each Sale	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2527	Execution Personal Property Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2528	Execution Personal Property Posting Notice	\$20.00	Each	No Change	\$20.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2529	Execution Personal Property Postpn Notice	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2530	Execution Personal Property Return to Court	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2531	Execution Personal Property Service	\$30.00	Per Def	No Change	\$30.00	Per Def	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2532	Execution Real Property Aff. Posting	\$10.00	Each	No Change	\$10.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2533	Execution Real Property Cert Sale	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2534	Execution Real Property Condng Sale	\$50.00	Per Hour	No Change	\$50.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2535	Execution Real Property Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2536	Execution Real Property Notice	\$1.00	Per Notice	No Change	\$1.00	Per Notice	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2537	Execution Real Property Post Notice	\$20.00	Each	No Change	\$20.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Sheriff

#### Administration

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2538	Execution Real Pty Postpn Notice	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2539	Execution Real Property Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2540	Fingerprinting (Public)	\$20.00	First 2 sets	No Change	\$20.00	First 2 sets	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2541	Fingerprinting (Public)	\$5.00	Each, additional set beyond first two	No Change	\$5.00	Each, additional set beyond first two	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2542	Firework Sale Permit	\$10.00	Per Year	No Change	\$10.00	Per Year	WCC 5.20	<input type="checkbox"/>
2543	Go-Kart Track License	\$100.00	Per Year	No Change	\$100.00	Per Year	WCC 5.28	<input type="checkbox"/>
2544	Habeas Corpus Executing	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2545	Habeas Corpus Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2546	Habeas Corpus Service	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2549	Insurance Reports	\$0.15	per page	No Change	\$0.15	per page	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2558	Redemption Service	\$25.00	Each	No Change	\$25.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2559	Junk, Second hand, and Pawn Dealers	\$100.00	Per Year	No Change	\$100.00	Per Year	WCC 5.36	<input type="checkbox"/>
2560	Solicitors License	\$40.00	Per Year	No Change	\$40.00	Per Year	WCC 5.52	<input type="checkbox"/>
2561	Svc of Civil Process: One Def	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2562	Svc of Civil Process: Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2563	Svc of Civil Process: Two Def	\$35.00	Each	No Change	\$35.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2564	Svc of Civil Process: Non-Res Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2565	Svc of Civil Process: Notary	\$10.00	Each	No Change	\$10.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2566	Subpoena Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2567	Subpoena Service	\$35.00	Each	No Change	\$35.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2569	Warrants Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2570	Warrants Service	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2574	Writ Garnishment Return Ct	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2575	Writ Garnishment Service	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2576	Writ Replevin Affidavit Service	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2577	Writ Replevin Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2578	Writ Replevin Return Ct	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2579	Writ Replevin Service One Def	\$25.00	Each	No Change	\$25.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2580	Writ Replevin Service Two Def	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2581	Writ Restitution Assistance	\$60.00	Per Hour After First Hour	No Change	\$60.00	Per Hour After First Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2582	Writ Restitution Return Ct	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2583	Writ Restitution Service With Assistance	\$70.00	First Hour	No Change	\$70.00	First Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2584	Writ Restitution Service Without Assistance	\$50.00	Each	No Change	\$50.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7153	Mileage For Service of Process and Execution of Court Orders	\$0.58	per mile	No Change	\$0.58	per mile \$12.00 minimum	Unified Fee Schedule Ordinance	<input type="checkbox"/>



# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Sheriff

#### Administration

648

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
7154	Execution Real Property/Certificate of Redemption	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7155	Execution Real Property Filing with Auditor	\$25.00	Each	No Change	\$25.00	Each	Plus Auditor's Recording Fee	<input type="checkbox"/>
7156	Execution Real Property Service	\$30.00	Per Def	No Change	\$30.00	Per Def	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7157	Execution of Civil Process Where Sheriff Deems More Than One Person Required	\$60.00	Per Hour Per Person	No Change	\$60.00	Per Hour Per Person	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7158	Service Any Other Document and Supporting Papers For Which No Other Fees Provided	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7159	Reproduction Audio, Visual or Photographic Material, to Include Magnetic Microfilming		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7160	For Mailing Required by Statute (regular, certified or registered)		Actual Cost of Postage	No Change		Actual Cost of Postage	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7161	Copies of Papers When Sufficient Copies Not Furnished	\$2.00	First Page	No Change	\$2.00	First Page	\$1.00 Each Addl Page	<input type="checkbox"/>
8213	CD/DVD of Digital Photos	\$0.25	per disk	No Change	\$0.25	per disk	Unified fee schedule	<input type="checkbox"/>
<b>Emergency Management</b>								
2586	CERT Program Fee	\$50.00	Per Student. Sheriff may charge sliding scale or waive fee.	No Change	\$50.00	Per Student. Sheriff may charge sliding scale or waive fee.	Whatcom County Unified Fee Schedule	<input type="checkbox"/>
2862	Whatcom Unified Emergency Coordination Center Full Facility Rental	\$1,600.00	Per Day.	No Change	\$1,600.00	Per Day.	Daily rental; no hourly rates apply.	<input type="checkbox"/>
2863	Whatcom Unified Emergency Coordination Center Room Rental	\$600.00	Per Day.	No Change	\$600.00	Per Day.	Daily rental; no hourly rates apply.	<input type="checkbox"/>
2864	Whatcom Unified Emergency Coordination Center IT and Logistical Support	\$65.00	Per Hour.	No Change	\$65.00	Per Hour.	4-hour minimum	<input type="checkbox"/>
2865	Whatcom Unified Emergency Coordination Center Janitorial and Facility Use Support	\$75.00	Per Hour.	No Change	\$75.00	Per Hour.	4-hour minimum	<input type="checkbox"/>
2866	WCSO-DEM Emergency Management Planning Services - fee for Non Emergency Management Council Members.	\$75.00	Per Hour.	No Change	\$75.00	Per Hour.	4-hour minimum	<input type="checkbox"/>
2867	WCSO-DEM Emergency Management Training Services - fee for Non Emergency Management Council Members.	\$75.00	Per Hour.	No Change	\$75.00	Per Hour.	4-hour minimum	<input type="checkbox"/>
2868	WCSO-DEM Emergency Management Exercise Services - fee for Non Emergency Management Council Members.	\$75.00	Per Hour.	No Change	\$75.00	Per Hour.	4-hour minimum	<input type="checkbox"/>
2869	WCSO-DEM Emergency Management Events of Significance Services - fee for Non Emergency Management Council Members.	\$75.00	Per Hour.	No Change	\$75.00	Per Hour.	4-hour minimum	<input type="checkbox"/>
2870	WCSO-DEM Emergency Management Response Services - fee for Non Emergency Management Council Members.	\$75.00	Per Hour.	No Change	\$75.00	Per Hour.	4-hour minimum	<input type="checkbox"/>
2871	WCSO-DEM Satellite Communications Services - fee for Non Emergency Management Council Members.	\$100.00	Per Hour.	No Change	\$100.00	Per Hour.	4-hour minimum	<input type="checkbox"/>

# Appendix A - 2021 Unified Fee Schedule

## Department Fees and Charges

### Sheriff

#### Emergency Management

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization	*
2872	Whatcom Unified Emergency Coordination Center Additional Parking Rental	\$300.00	Per Day	No Change	\$300.00	Per Day	Daily rental; no hourly rates apply.	Whatcom County Unified Fee Schedule

#### Operations

8437	Reimbursable Overtime	\$85.00	Per Hour	No Change	\$85.00	Per Hour	Incr'd from \$73 to \$78 1/11/18	Executive Order 2018-01
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### Superior Court

2659	Facilitator Surcharge	\$20.00	Per Title 26 Case	No Change	\$20.00	Per Title 26 Case	RCW 26.12.240 & 36.18.016(16)	
2663	Marriage License Surcharge	\$8.00	Per License	No Change	\$8.00	Per License	RCW 26.12.220	
2664	Marriage License Surcharge	\$15.00	Per License	No Change	\$15.00	Per License	RCW 26.04.160	
2670	Search Fee	\$20.00	Per Hour	No Change	\$20.00	Per Hour	RCW 36.18.016(11)	
2786	Faulty Documents	\$15.00	Per Document	No Change	\$15.00	Per Document	Unified Fee Schedule	
7164	Courthouse Facilitator User Fee - Scheduled Appointment	\$20.00	per consultation	No Change	\$20.00	per consultation	RCW 26.12.240	

### Treasurer

2704	Computer Reports	\$0.15	Per Sheet of Paper	No Change	\$0.15	Per Sheet of Paper	Unified Fee Schedule Ordinance	
2706	County Owned Property Bid Application Fee	\$150.00	Per Parcel	No Change	\$150.00	Per Parcel	Unified Fee Schedule Ordinance	
2708	Duplicate Statement Fee	\$5.00	Per Statement	No Change	\$5.00	Per Statement	Unified Fee Schedule Ordinance	
2709	Electronic Transfer Fees		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	
2716	Postage Costs & Fees		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	
2719	Segregation of Special Assessments	\$3.00	Each Tract	No Change	\$3.00	Each Tract	WCC 3.52	
2722	Warrant/Check Reissuance (only if not caused by an error of the county)	\$15.00	Per Check	No Change	\$15.00	Per Check	Unified Fee Schedule Ordinance	
7145	Delinquent Statement Fee	\$10.00	Per statement	No Change	\$10.00	Per statement	Unified Fee Schedule	
7152	Currency & Coin Verification	\$100.00	Per Hour	No Change	\$100.00	Per Hour	Unified Fee Schedule Ordinance	
8011	Tax Roll Subscription	\$350.00	Per Subscription	No Change	\$350.00	Per Subscription	Unified Fee Schedule Ordinance	

### WSU Extension

1151	Copies w/o Assistance	\$0.07	Per Page	No Change	\$0.07	Per Page	Unfd Fee Schdl Ordinance	
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649

**WHATCOM COUNTY PLANNING & DEVELOPMENT SERVICES**  
**BUILDING SERVICES DIVISION**

**2021/2022 UNIFIED FEE SCHEDULE POLICY**

The Unified Fee Schedule Policy is a supplemental extension of the Unified Fee Schedule (UFS) and shall be adopted by Whatcom County as an integral part of, and not separate from, the UFS. The UFS Policy is a practical mechanism intended to provide additional information and clarification regarding individual fees and any of their associated details and foundation.

**DEFINITIONS:**

Certificate of Occupancy – As defined and required per the current adopted editions of the International Building Code (IBC), Section 111 and the International Residential Code (IRC), Section R110.

Outside Plan Review – A discretionary program available through the Whatcom County Building Services Division, which allows an approved private service provider to perform the plan check/review phase of the permit application review process.

Pre-application Review – A program available to applicants with large and/or complicated project proposals. The program allows the applicant to submit approved preliminary information, which is then pre-reviewed by appropriate staff. The applicants and their consultants then attend a scheduled meeting where information related to their project and pending application submittal is exchanged and discussed.

Project Valuation – A square foot value established for a respective portion of a building according to its proposed use. See UFS Policy, Addendum A. All applicable values are tabulated to determine one total project valuation. The total project valuation is then used to determine the applicable Building Permit Fee according to UFS #8412 through #8420 and Plan Check Fee according to UFS #8243.

Repeat Plan – A set of plans for a specific building, which the applicant intends to build multiple times, with no or substantially minor changes, and under the same design criteria. The plans and related information are submitted for review and Repeat Plan File Setup prior to application for a permit to construct the specific building on a given site. See UFS Policy, Building Services Division, Repeat Plan Permit Applications, Addendum C.

Reuse Plan – A set of plans for a specific building for which the applicant has already received a building permit. Now the applicant intends to build the same building again, with no or substantially minor changes, and under the same design criteria. Clearly legible copies of the reviewed/approved plans and related information are submitted for application to build the same building on a new site. See UFS Policy, Building Services Division, Code Interpretation #2002-01, Addendum D.

Unified Fee Schedule (UFS) – The schedule format document approved by the governing authority of Whatcom County, which lists and categorizes all fees the County is authorized to charge for the services it is mandated to provide.

### **GENERAL POLICY:**

The establishment and assessment of fees is per Whatcom County as the governing authority and per the code editions published by the International Code Council and currently adopted by Whatcom County, with particular reference to the code sections related to fees (example: 2015 IBC Section 109).

Fees shall be collected for any nonexempt work (IBC Section 105.2/IRC Section R105.2) commenced without first obtaining a permit and/or for work by Whatcom County staff related to a permit application or to a project, whether or not a permit is then or subsequently issued.

The valuation determined by permit review will be rounded up to the nearest full \$1,000 in value when the permit system calculates the Building Permit fee (UFS #8413 through #8420).

### **SPECIFIC POLICIES:**

1. #8379 Building Permits Repeat Plan File Setup  
Rate Basis: 65% of Building Permit (UFS #8412 through 8420).

Repeat Plan File Setup is a substantially similar process to typical plan submittal and plan check review. It involves all the same processes, which are intended to be compensated through the Plan Check Fee (UFS #8243). The Plan Check Fee is 65% of Building Permits (UFS #8412 through 8420), respective to project valuation. See UFS Policy, Building Services Division, Construction Fee Schedule, Addendum A (residential/accessory) or Square Foot Construction Costs, Addendum B (commercial) for project valuation and, Addendum C, Repeat Plan Permit Applications for a basic explanation of the repeat plan file setup program.

2. #8381 Building Permits: Commercial

Rate Basis: Per UFS Building Permit Fee, #8412 thru 8420 according to in-house calculation of valuation or approved bid documentation, and Plan Check Fee, #8243.

Project valuation to establish permit fees for commercial projects is derived from the Square Foot Construction Costs table, listed and updated approximately biannually, in the Building Safety Journal published by the International Code Council. See UFS Policy, Building Services Division, Square Foot Construction Costs example, Addendum B. Applicants have complained on occasion that their projects don't fit the table and can be completed for less than the value established by the table. There is some case-by-case merit to this argument. The table is somewhat general and does not adequately address certain specific types of projects. IBC Section 108.3 allows the Building Official to accept detailed estimates to establish valuation. The estimate documentation must meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

3. #8382 Building Permit: Reinstatement

Rate Basis: 50% of original Building Permit Fee (UFS #8412 thru 8420) within 12 months of expiration and no code change.

The rate amount is based on the language in the 1997 Uniform Building Code (UBC), Section 106.4.4, except that the Building Official has determined that the fee shall be one half (50%) of the original Building Permit Fee per the current UFS #8412 thru 8420. No changes shall have been made or will be made in the original plans and specification for such work, and provided that suspension or abandonment has not exceeded one year (12 months), and further provided that there has been no change in the applicable adopted code editions. The policy assumes all work to be inspected is accessible and includes an average of one reinspection per inspection category. Under the terms of the policy, as described herein, this includes the service through final inspection and issuance of a certificate of occupancy.

4. #8383 Building Permit: Work Started Without a Permit

Rate Basis: UFS Building Permit Fee (#8412 thru 8420) multiplied by two.

The rate amount is based on the language in the 1997 UBC, Section 107.5.2, except that the Building Official has determined that the investigation fee shall be equal to the amount of the Building Permit Fee, UFS #8412 thru 8420. The purpose and intent of the fee is to recover some of the miscellaneous extra staff costs related to the enforcement actions associated with such issues. The investigation fee, in addition to the permit fee, shall be collectable, whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not

exempt any person from compliance with all other provisions of the current adopted codes nor from any penalty prescribed by law.

5. **#8384 Building Permit: Repeat/Reuse Application**

Rate Basis: 50% less than the original Plan Check Fee, per UFS #8243.

The discounted rate applies to 1.) Applications made on projects that have completed the Repeat Plan File Setup process, see UFS Policy, item #1 previous, or 2.) Reuse applications that meet the criteria per Building Services Division, Code Interpretation #2002-01, included in this Policy as Addendum D. The intent of the discount is to more accurately reflect the cost of providing the service, including not charging applicants for work not preformed. While some related administrative and follow-up staff time is required for such applications, little or no additional plan review is required.

6. **#8388 Fire: Administrative/Miscellaneous Review -Residential**

Rate Basis: \$60.00 per review

This fee is to more accurately reflect the cost of providing this service and recover Fire Marshal staff time not previously charged. The fee is for review of administrative, discretionary and similar types or applications, such as subdivision, conditional use, variances, cottage industries and the like.

7. A. **#8366 Construction Permit: Pre-application Review**

Rate Basis: \$500.00 base plus \$120.00 per hour after the first 1.5 hours.

In general, Pre-application Review meetings are limited to a maximum 1.5 hours (90 minutes) and are scheduled accordingly. Historically, this pattern has been sufficient with minor exceptions where individual staff members agree to follow up with applicants at a later time for issues which require additional research. On rare occasions, a complicated project or complicated issue related to a project warrants a longer meeting or extensive additional research by one or more staff members. Such issues may not have been anticipated by the applicant or may have been unanticipated by staff due to inaccurate or incomplete information. The inclusion of an hourly rate, in addition to the base fee, allows staff some flexibility in extending a meeting when conditions allow or to continue additional research. It provides a mechanism for recovering some service costs for such unanticipated additional work. Neither the base fee nor the hourly rate is intended to recover all such cost for this service.

B. **#8422 Construction Permit: Reduced Pre-application Review**

Rate Basis: \$250.00 base plus \$120.00 per hour after the first 1.5 hours.

Pre-application meetings at a reduced rate basis are reserved for commercial projects and, to a lesser degree, residential and/or accessory projects that have chosen to or have been required to go through a discretionary permit review. Discretionary permit applications are generally expensive. They receive staff review and comment and usually include conditions of approval. However, the review, comments and conditions are typically general in nature, since the information provided for review is typically preliminary in scope at the discretionary review phase. Through experience, staff has learned that certain types of projects benefit from additional and more detailed preliminary review typical of pre-application meetings, including the opportunity to ask and answer questions specific to the project. Such projects are often complicated in scope, involve inexperienced or volunteer applicants, involve multiple natural resource issues or combination of these and other factors. Because significant expense and review has already occurred, these meetings involve a reduced number of staff participants, thus the reduced rate basis.

8. #8373 Outside Plan Review

Rate Basis: Less 25% of Building Permit Plan Check Fee, UFS #8243, according to the conditions of the Unified Fee Schedule Policy.

Whatcom County's work load, as it relates to building permit applications, has historically been subject to fluctuations of undetermined duration due to uncontrollable forces, such as seasonal or weather related, economic, regulatory changes and the like. Such forces may occur simultaneously or overlap and may occasionally be severe. Whatcom County, like other jurisdictions, has limited resources and options to respond to such fluctuations in a timely manner. Workload backlogs occur as a result. Outside Plan Review has been successfully utilized by Whatcom County as one mechanism to respond to work load backlogs. However, because the private plans examiner who performs the outside plan review is paid by the applicant, there is potential for issues related to conflict-of-interest and the Public Service Inspector must be extra vigilant when performing inspections on these projects. In addition, the private plans examiner is not as accessible as County staff when problems or question arise. Therefore, it is recognized, potentially, as less than optimal.

Outside Plan Review (OSR) will be available to applicants as an option. However, the Building Official has discretion whether to maintain the availability of this option. The applicant must request OSR at the time of the application submittal appointment. The application file will be "marked" OSR at that time. However, marking the file is no guarantee, implied or otherwise, that the specific project application or any given project application will be eligible for OSR. Marked application files will

only be routed to OSR if the internal backlog for plan review exceeds the timeline goal of the Building Services Division. It is the goal of the Division to review each plan within a four week or less time frame, starting from the date that the application is determined to be complete and ready for plan review. The time frame goal may be subject to adjustment or modification according to work load, operation and/or management needs of the Building Services Division. The plan review phase is typically the last major review before the application is approved for permit issuance, usually followed only by final review. All other required reviews applicable to the project must be completed before an application will be routed to OSR unless approved otherwise by the Building Official.

The intent of the discount is to more accurately reflect the cost of providing the service, including not charging applicants for work not performed. The OSR program requires more administrative and follow-up staff time than the Repeat/Reuse Application program, but there is still little or no additional plan review required.

9. #8349 Plumbing: Complex Systems and #9010 Mechanical Code: Complex Systems  
Rate Basis: UFS Building Permit Fee (#8412 thru #8420) and Plan Check Fee (#8243)

The Building Services Division reserves the flexibility to base fees for complex plumbing and/or mechanical systems on the valuation of the project instead of the typical per-appliance provisions currently in the Unified Fee Schedule. It is increasingly common for new innovative solutions to residential, commercial and industrial plumbing and mechanical problems to involve complex, integrated systems utilizing multiple appliances. Two possible examples are an integrated solar and geothermal residential heating system or an industrial grade flash freezing system for a berry processing plant. Both systems are easily described as complex and do not fit the usual review and inspection mode. They typically require extensive plan review, communication with consultants, multiple site inspections and, in some cases, extensive testing protocols developed by licensed design professionals.

Reviewed and Approved:

  
\_\_\_\_\_  
Mark Personius, Director  
Planning & Development Services

Dated: 8-3-2020

  
\_\_\_\_\_  
Curtis Metz, Manager  
Building Services Division

Dated: 8/3/2020



**UNIFIED FEE SCHEDULE POLICY**  
**BUILDING SERVICES DIVISION**  
**ADDENDUM A**

**CONSTRUCTION FEE SCHEDULE ADDENDUM**  
**(Revised July, 2020 - Effective January 1, 2021)**

TYPE OF CONSTRUCTION	VALUE PER SQUARE FOOT
<b>SINGLE FAMILY RESIDENCE:</b>	
Living Space - All Floors	\$115.00
Remodel/Renovation (whichever is less)	Or valuation per apprvd bid which ever is less \$58.00
Upper level unfinished spaces	\$45.00
Basement - open frame/unfinished	\$45.00
<b>GARAGE:</b>	
Attached/Detached with insulation & drywall	\$45.00
Detached, interior frame exposed	\$34.00
<b>CARPORT</b>	\$23.00
<b>COVERED PORCH/DECK</b>	\$28.00
<b>UNCOVERED PORCH/DECK</b>	\$21.00
<b>ACCESSORY/AGRICULTURAL STORAGE:</b>	
Wood Frame/unfinished	\$34.00
Wood Frame/finished	\$39.00
Pole Type	\$23.00
<b>GREENHOUSES:</b>	
Commercial, soft skin	\$16.00
Commercial, hard skin	\$36.00
Residential, soft skin	\$16.00
Residential, hard skin	\$34.00
<b>MISC. CONSTRUCTION/DOCKS, ETC:</b>	
Floating Docks	\$45.00
Piling Supported Docks	\$45.00
Ramps	\$45.00
Individual Piles	\$500.00
<b>MISC. CONSTRUCTION/ADDITIONS:</b>	
Sun Room	\$68.00
Retaining Walls (per square foot)	\$28.00
Foundations (per linear foot)	\$113.00
<b>MOBILE HOMES INSTALLATION:</b>	
Mobile Home Plan Review Fee	\$120.00
Single Wide (in Mobile Park)	(per story) \$275.00
Single Wide (on Residential Lot)	(per story) \$385.00
Double Wide (in Mobile Park)	(per story) \$440.00
Double Wide (on Residential Lot)	(per story) \$550.00
Triple Wide (in Mobile Park)	(per story) \$550.00

Triple Wide (on Residential Lot)  
 Quadruple Wide (in Mobile Park)  
 Quadruple Wide (on Residential Lot)

(per story) \$660.00  
 (per story) \$660.00  
 (per story) \$770.00

## UNIFIED FEE SCHEDULE POLICY BUILDING SERVICES DIVISION

### ADDENDUM B (SAMPLE TABLE)

#### Square Foot Construction Costs <sup>a, b, c</sup>

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	247.86	239.47	233.25	223.81	210.17	204.10	216.62	195.46	188.40
A-1 Assembly, theaters, without stage	227.10	218.71	212.49	203.05	189.41	183.34	195.86	174.70	167.65
A-2 Assembly, nightclubs	191.96	186.56	182.12	174.70	164.94	160.39	168.64	149.29	144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96	185.56	180.12	173.70	162.94	159.39	167.64	147.29	143.33
A-3 Assembly, churches	229.69	221.30	215.08	205.64	192.37	187.27	198.45	177.66	170.60
A-3 Assembly, general, community halls, libraries, museums	192.20	183.81	176.59	168.15	153.51	148.44	160.96	138.80	132.75
A-4 Assembly, arenas	226.10	217.71	210.49	202.05	187.41	182.34	194.86	172.70	166.65
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
E Educational	209.90	202.64	196.82	188.34	175.49	166.60	181.86	153.45	148.75
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	N.P.
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	335.53	328.23	321.81	312.65	296.45	N.P.	305.67	276.99	N.P.
I-2 Institutional, nursing homes	233.12	225.82	219.40	210.24	195.51	N.P.	203.26	176.05	N.P.
I-3 Institutional, restrained	227.71	220.41	213.99	204.83	190.84	183.78	197.85	171.37	163.02
I-4 Institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95.77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96
R-2 Residential, multiple family	167.27	160.49	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family <sup>d</sup>	155.84	151.61	147.83	144.09	138.94	135.27	141.72	130.04	122.46
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
S-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
S-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
U Utility, miscellaneous	84.66	79.81	74.65	71.30	64.01	59.80	68.04	50.69	48.30

**\*\*Steel stud rental storage bldgs./steel strg containers, S-1 occupancy, Type 11-B construction: \$90.25 x 0.5685=\$51.31**

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use groups) = \$45.00 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. N.P. = not permitted

(Note: Building Safety Journal Square Foot Construction Costs table in effect at time of submittal in July of 2020 and including an internally adjusted fee for S-1, Type II-B, steel frame or steel stud rental storage buildings, steel storage container structures and unfinished basements. The most current available table will be referenced)

**UNIFIED FEE SCHEDULE POLICY**  
**BUILDING SERVICES DIVISION**

**ADDENDUM C**

**REPEAT PLAN PERMIT APPLICATIONS**

Thank you for participating in our Repeat Plan Permit program. The intent of this program is to substantially reduce the time necessary to obtain a building permit by eliminating the waiting period in plan review. Since your plans are "pre-approved", they will not be required to go through the normal plan review process (they're already approved!). To help expedite your permit you will need to supply sufficient information for all departments to perform their reviews.

**INITIAL REPEAT PLAN APPLICATION**

1. Make appointment with a Plans Examiner to submit Repeat Plans.
2. Bring 2 complete sets of plans including floor plans and elevations, energy compliance forms and engineering (if required) to appointment.
3. A file will be set up for your Repeat Permit. Every effort will be made to review repeat plans and related information within two weeks of the date submitted.
4. You will be notified by a Plans Examiner when the repeat plans are ready to pick up. The fee for Repeat Plan file set up and review will be paid at this time.
5. The fee for Repeat File set up shall be per UFS #8379, which is 65% of the calculated building fee. See UFS Appendix B, PDS Policy #1
6. You will receive one set of approved plans, energy compliance forms, and engineering (if required). You will also receive a partially completed permit application form, which is part of your repeat permit documents.

**PULLING PERMIT APPLICATIONS OFF REPEAT PLANS**

When you are ready to pull a permit from your pre-approved repeat plans, you will need to bring the following information to your application appointment:

1. Photocopy of your partially completed repeat permit application form. You will need to fill in the site-specific information at the top of the application (parcel number, site address, etc.) and sign the bottom of the application.
2. Two complete copies of your pre-approved repeat plans with all plan review comments and corrections.
3. Two copies of your pre-approved energy compliance forms and engineering calculations (if required).
4. Other applicable documents normally required to apply for a building permit. (See the checklist of required information in the Residential Structures application packet.)

All other departmental reviews such as zoning, land disturbance, and Health Dept. will be completed prior to permit issuance.

Your construction plans are valid for sites meeting design criteria indicated on plans (i.e. 25 psf snow load region, 1500 psf assumed soil bearing capacity, etc.). If your proposed site conditions do not meet design criteria indicated on plans, plans will not be valid and additional review by this department will be required. Fees are required for additional review.

Your repeat plans are valid until the next applicable code changes. At that time, if you wish to re-instate your repeat permit, a supplementary plan review and additional fees (\$120.00 minimum) will be required.

**UNIFIED FEE SCHEDULE POLICY**  
**BUILDING SERVICES DIVISION**

**ADDENDUM D**

**CODE INTERPRETATIONS**

**WHATCOM COUNTY PLANNING AND DEVELOPMENT SERVICES**  
**BUILDING SERVICES DIVISION**

NUMBER: 2002-01

EFFECTIVE DATE: 2/15/02

REVISION DATE: 11/1/07

SUBJECT: Conditions of discounted plan review fee for Reuse Plans.

CODE: Current adopted edition of the International Residential Code (IRC), Sections R106 & R108

SUBMITTED BY: Wain Harrison

APPROVED BY: J.E. "Sam" Ryan

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**STATEMENT OF INTERPRETATION:**

Whatcom County Building Services Division will discount 50% of the plan review fee for specific individual permit applications on a case-by-case basis, subject to the Building Official's discretion. A review fee discount will apply for reuse residential plans, based on the current adopted Unified Fee Schedule, subject to the following conditions:

1. The plan in question must have been previously reviewed by Building Services within one year of the date of the current application for the reuse plan submittal.
2. The applicant must provide the most recent previous permit number associated with the reuse plan; submit two clear, legible copies of the previously reviewed plan drawings with all the Plan Examiner notes, conditions and labels visible; provide copies of all relevant documents, such as engineer calculations, energy code forms, truss layout/engineering and the like.

3. The current application for the reuse plan submittal shall have no more than minor nonstructural changes with no alterations or expansion of the original building footprint. All changes must be clearly indicated on the plan drawings.
4. Engineered reuse plans must be accompanied by a letter from the engineer of record approving the use of the engineering for the specific plans at the new proposed building site. Any proposed changes to the plan drawings, minor or otherwise, must be reviewed and approved in writing by the engineer of record. The written documentation must be stamped and signed by the engineer.

Any applications submitted, which do not meet all of the above applicable conditions, will not be considered a reuse plan submittal. The application will be subject to the full plan review fee, based on the current adopted Unified Fee Schedule.

## Whatcom County Public Works Unified Fee Schedule Addenda

Effective Date: January 1, 2021

UFS No	Includes	Excludes	Note(s)
2755 Preliminary Subdivision Application Processing	<ul style="list-style-type: none"> <li>One <i>Preliminary Traffic and Concurrency Information</i> form review;</li> <li>One <i>Preliminary Stormwater Proposal</i> form review;</li> <li>One ingress/egress (including drawings) review and sight distance evaluation;</li> <li>One stormwater management (including drawings) review;</li> <li>One traffic (including <i>Traffic Impact Analysis</i> report) review;</li> <li>One development impact mitigation determination;</li> <li>One Technical Review Committee (TRC) meeting attendance;</li> <li>One initial <i>Staff Report</i> input preparation;</li> <li>One Public Hearing attendance; and</li> <li>All correspondence, conversations, meetings, and site visits that directly relate to the above.</li> </ul>	All services related to minor changes to preliminary approval.	
2756 Short Subdivision Application Processing	<ul style="list-style-type: none"> <li>One <i>Preliminary Traffic and Concurrency Information</i> form review;</li> <li>One <i>Preliminary Stormwater Proposal</i> form review;</li> <li>One Technical Review Committee (TRC) meeting attendance;</li> <li>One <i>preliminary approval conditions</i> or <i>Notice of Additional Requirements</i> preparation effort;</li> <li>One initial and revision review of ingress/egress;</li> <li>One stormwater management review;</li> <li>One development impact mitigation determination;</li> <li>Five construction inspections (first inspection to include on-site pre-construction meeting);</li> <li>Two short plat checkprint reviews; and</li> <li>One final mylar review.</li> </ul>	All licensed professional-prepared drawings review.	
2758 Preliminary Binding Site Plan Application Processing	<ul style="list-style-type: none"> <li>One <i>Preliminary Traffic and Concurrency Information</i> form review;</li> <li>One <i>Preliminary Stormwater Proposal</i> form review;</li> <li>One ingress/egress (including drawings) review and sight distance evaluation;</li> <li>One stormwater management (including drawings) review;</li> <li>One traffic (including <i>Traffic Impact Analysis</i> report) review;</li> <li>One development impact mitigation determination;</li> <li>One Technical Review Committee (TRC) meeting attendance;</li> <li>One initial <i>Staff Report</i> input preparation;</li> <li>One Public Hearing attendance; and</li> <li>All correspondence, conversations, meetings, and site visits that directly relate</li> </ul>	All services related to minor changes to preliminary approval.	

UFS No	Includes	Excludes	Note(s)
	to the above.		
7166 Technical Services and Review	<ul style="list-style-type: none"> <li>• Licensed professional-prepared drawing review;</li> <li>• SEPA review;</li> <li>• Construction <i>Change Order</i> processing;</li> <li>• Work performed under an <i>Extraordinary Inspection Request</i>;</li> <li>• Ingress/egress review;</li> <li>• Stormwater management review;</li> <li>• <i>Staff Report</i> input preparation;</li> <li>• Technical Review Committee (TRC) meeting attendance;</li> <li>• Public Hearing attendance;</li> <li>• Preliminary approval conditions preparation;</li> <li>• <i>Notice of Additional Requirements</i> preparation;</li> <li>• Development impact mitigation determination;</li> <li>• Exempt Land Division Application processing (\$360 base up to three hours then \$120/hr for each additional hour);</li> <li>• Boundary Line Adjustment Application processing (\$360 base up to three hours then \$120/hr for each additional hour);</li> <li>• Additional plat or short plat checkpoint review;</li> <li>• Record drawing checkpoint review;</li> <li>• Survey &amp; legal description review;</li> <li>• <i>Haul Road Agreement</i> preparation;</li> <li>• Agricultural Short Subdivision Application processing (\$360 base up to three hours then \$120/hr for each additional hour);</li> <li>• Administrative Permit (ADM) Application processing (\$360 base up to three hours then \$120/hr for each additional hour);</li> <li>• Conditional Use Permit (CUP) Application processing ((\$600 base up to five hours then \$120/hr for each additional hour);</li> <li>• WSDOE <i>Stormwater Management Manual for Western Washington</i>-required <i>Declaration of Covenant and Grant of Easement</i> document preparation for recording at Developer's expense.</li> <li>• Site review/inspection.</li> </ul>		This hourly rate fee also applies when minimum service allowances stated in UFS Nos 2755, 2756, 2758, 7174, and 7175 are exceeded.
7169 Pre-Application Meeting	<ul style="list-style-type: none"> <li>• Meeting preparation (i.e., <i>Pre-Application Meeting Request</i> form review, file research, and site visit (including preliminary sight distance evaluation));</li> <li>• Meeting attendance; and</li> <li>• Findings/summary preparation.</li> </ul>	Development impact mitigation determination.	Per current WCC 2.33.030.C: "If the county makes a determination of completeness within one year of the preapplication meeting, the preapplication fee shall be applied to the application cost."





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-491

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<b>File ID:</b>	AB2020-491	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/28/2020	<b>Entered by:</b>	SMock@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Resolution Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Resolution adopting 2021 budget for the Point Roberts Transportation Benefit District (Council acting as the governing body of the Point Roberts Transportation Benefit District)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Point Roberts Transportation Benefit District is a separate entity from the county, with the Whatcom County Council serving as the legislative body governing the District. As such, actions undertaken by and for the district need to be taken as the Governing Body of the Point Roberts Transportation Benefit District

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

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**Attachments:** Memo, Resolution

WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT

Jon Hutchings  
DIRECTOR



**Administration**

Civic Center  
322 N. Commercial Street, Suite 210  
Bellingham, WA 98225-4042  
Telephone: (360) 778-6217  
[www.whatcomcounty.us](http://www.whatcomcounty.us)  
[JHutchings@co.whatcom.wa.us](mailto:JHutchings@co.whatcom.wa.us)

**TO:** The Honorable Point Roberts Transportation Benefit District Board of Supervisors

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

**FROM:** James P. Karcher, P. E., County Engineer *gpk*

**DATE:** October 27<sup>th</sup>, 2020

**RE:** 2021-2022 Point Roberts Transportation Benefit District Biennial Budget

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Enclosed is a resolution establishing the 2021-2022 budget for the Point Roberts Transportation Benefit District (PRTBD) for your review and adoption. The budget is consistent with prior years and covers only some maintenance operations. A budget amendment will be sought at a later date if a capital project moves forward.

**Requested Action:**

Public Works respectfully requests that the PRTBD Board of Supervisors adopt the attached resolution to establish a 2021-2022 budget for the Point Roberts Transportation Benefit District

**Background and Purpose:**

The Point Roberts Transportation Benefit District is a separate entity from the county, with the Whatcom County Council serving as the legislative body governing the District. As such, actions undertaken by and for the district need to be taken as the Governing Body of the Point Roberts Transportation Benefit District. This necessitates the attached resolution

*A Resolution by the Governing Body of the  
Point Roberts Transportation Benefit District*

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ADOPTING THE FINAL 2021-2022 BUDGET OF THE POINT ROBERTS  
TRANSPORTATION BENEFIT DISTRICT**

**WHEREAS**, pursuant to RCW 36.73.020, the Whatcom County Council established the Point Roberts Benefit District by Ordinance 91-043; and

**WHEREAS**, the operations of the District are governed by the Whatcom County Council acting ex officio and independently; and

**WHEREAS**, pursuant to RCW 42.30, the District is subject to the Open Public Meeting Act; and

**WHEREAS**, the District intends to approve its 2021-2022 budget in an Open Public Meeting; and

**WHEREAS**, the District's operations plan calls for spending \$20,000 each year on roadside maintenance contracts;

**NOW, THEREFORE, BE IT RESOLVED** by the legislative body of the Point Roberts Transportation Benefit District that the funding for the Point Roberts Transportation Benefit District Budget is approved with a biennium budget of \$40,000.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

Christopher Quinn (electronically authorized 10.27.2020)  
Civil Deputy Prosecutor



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-493

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<b>File ID:</b>	AB2020-493	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/28/2020	<b>Entered by:</b>	LCumming@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Resolution (FCZDBS) Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

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

Resolution adopting the 2021 budget for the Whatcom County Flood Control Zone District and Subzones (Council acting as the Flood Control Zone District Board of Supervisors)

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

Consistent with RCW 86.15.140, the FCZD must adopt an annual budget that includes the County-wide district and the subzones of the District. The attached resolution establishes the overall budget consistent with the appropriation items outlined in the law. The 2021 proposed budget and associated work program were presented to the Board of Supervisors at the October 20th, 2020 Water Work Session.

Public Works respectfully requests the Council ((acting as the Flood Control Zone District (FCZD) Board of Supervisors)) adopt the attached resolution to establish a budget for the County-wide District and the following Subzones:

- Acme/VanZandt Subzone
- Lynden/Everson Subzone
- Sumas/Nooksack/Everson Subzone
- Samish Watershed Subzone
- Birch Bay Watershed and Aquatic Resources Management District

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## **HISTORY OF LEGISLATIVE FILE**

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Memo, Resolution

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings  
DIRECTOR**



**Administration**

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[JHutchings@co.whatcom.wa.us](mailto:JHutchings@co.whatcom.wa.us)

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

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

**FROM:** Gary S. Stoyka, Natural Resource Program Manager  
Paula J. Harris, River and Flood Division Manager

**DATE:** October 27<sup>th</sup>, 2020

**RE:** 2021 Flood Control Zone District Budget

---

Enclosed is a resolution establishing the 2021 budget for the Whatcom County Flood Control Zone District (FCZD) for your review and adoption. Supporting documentation detailing the programs and projects included in the budget are also attached.

**Requested Action:**

Public Works respectfully requests that the FCZD Board of Supervisors adopt the attached resolution to establish a 2021 budget for the County-wide District and the following subzones:

- Acme/Van Zandt Subzone
- Lynden/Everson Subzone
- Sumas/Nooksack/Everson Subzone
- Samish Watershed Subzone
- Birch Bay Watershed and Aquatic Resources Management District

**Background and Purpose:**

Consistent with RCW 86.15.140, the FCZD must adopt an annual budget that includes the County-wide district and the subzones of the District. The attached resolution establishes the overall budget consistent with the appropriation items outlined in the law. The 2021 proposed budget and associated work program were presented to the Board of Supervisors at the October 20th, 2020 Surface Water Work Session.

PROPOSED BY: Public Works

INTRODUCTION DATE: 11/10/2020

RESOLUTION NO. \_\_\_\_\_

(A Resolution of the Whatcom County Flood Control  
Zone District Board of Supervisors)

**ADOPTING THE 2021 BUDGET FOR THE  
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND SUBZONES**

**WHEREAS**, RCW 86.15.140 requires that the Board of Supervisors of each flood control zone district and subzone adopt an annual budget for the zone; and

**WHEREAS**, the statute further requires that the zone or subzone budget be divided into four appropriation items: overhead and administration; maintenance and operation; construction and improvements; and bond retirement and interest; and

**WHEREAS**, under the appropriation item for construction and improvements, the Board is required to list each flood control improvement or storm water control improvement planned for the budget year and the estimated expenditure for each during the next year; and

**WHEREAS**, the budget may only be adopted after a public hearing for which proper notice has been given; and

**WHEREAS**, Fund No. 169 is managed by the County on behalf of the Whatcom County Flood Control Zone District for purposes of funding flood control, storm water management, and other water resources work by the County that are consistent with the powers of the District under RCW 86.15 and RCW 39.34.190; and

**WHEREAS**, funds obtained by the County through grants or cooperative agreements for flood control and other water resources work are also managed through Fund No. 169; and

**WHEREAS**, the 2021 budget proposed by the County Executive for the Whatcom County Flood Control Zone District includes proposed expenditures out of Fund 169 to pay for flood control, storm water management, and other water resources work consistent with the powers of the District under RCW 86.15 and RCW 39.34.190;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors as follows:

Section I. Approval of the Budget

The Board hereby adopts the 2021 budget for the Flood Control Zone District Fund No. 169 in the amounts set forth in the document titled Whatcom County 2021 Budget and as modified and presented below and in Exhibit A:

**OVERALL BUDGET SUMMARY**

Budget Code	Program	RCW Appropriation Item	2021 Budget	
			Revenues	Expenditures
169100	Administration	Overhead & administration	\$5,043,000	\$777,107
169119	Natural Resources Administration	Overhead & administration	-	638,459
169120	AIS Administration	Overhead & administration	-	-
169121	Water Planning Administration	Overhead & administration	5,358	123,904
169100	Stormwater Administration (Transfer)	Overhead & administration	-	848,512
169102	Flood Response	Maintenance & operations	-	110,000
169104	Flood Planning	Maintenance & operations	258,000	885,000
169106	Technical Assistance	Maintenance & operations	-	75,000
169108	NFIP and CRS	Maintenance & operations	16,000	177,000
169110	Early Warning	Maintenance & operations	4,500	138,100
169119	Natural Resources Operations	Maintenance & operations	557,361	1,377,435
169120	AIS Operations	Maintenance & operations	-	152,217
169121	Water Planning Operations	Maintenance & operations	169,642	604,642
169100	Stormwater Lake Whatcom Operations (Transfer)	Maintenance & operations	-	401,000
169700	Stormwater NPDES Phase II	Maintenance & operations	-	160,320
169100	Stormwater Lake Whatcom Capital (Transfer)	Construction & improvements	-	210,000
169112	Repair and Maintenance	Construction & improvements	535,000	977,439
169114	Flood Hazard Reduction	Construction & improvements	2,632,540	4,517,535
<b>Total 2021 FCZD Budget</b>			<b>\$9,221,401</b>	<b>\$12,173,669</b>
			<b>\$(2,952,268)</b>	

Code	Program		Revenues		Expenditures	
16923	Acme/VanZandt Subzone	Overhead & administration	-		\$1,500	
16925	Birch Bay Subzone	Overhead & administration	871,100		378,934	
16921	Lynden/Everson Subzone	Maintenance & operations	43,698		37,500	
16922	Sumas/Nooksack/Everson Subzone	Maintenance & operations	130,586		11,000	
16923	Acme/VanZandt Subzone	Maintenance & operations	25,638		6,501	
16924	Samish Watershed Subzone	Maintenance & operations	21,600		19,950	
16925	Birch Bay Subzone	Maintenance & operations	-		114,700	
16921	Lynden/Everson Subzone	Construction & improvements	-		87,000	
16922	Sumas/Nooksack/Everson Subzone	Construction & improvements	-		196,215	
16923	Acme/VanZandt Subzone	Construction & improvements	-		30,000	
16925	Birch Bay Subzone	Construction & improvements	296,250		623,000	
<b>Total of 2021 FCZD Sub-Zone Budgets</b>			<b>\$1,388,872</b>		<b>\$1,506,300</b>	
			<b>\$(117,427)</b>			



Section II. Provisions Restricting Expenditures, Authorizing Actions, and Setting Expectations.

For purposes of purchasing and award, projects listed in the attached exhibit (B) FCZD Construction and Improvements Work Plan shall be administered pursuant to WCC Chapter 3.08.100 A.(2) and A.(3) using the process prescribed for capital budget appropriations. Contracts for goods and services on individual items or projects listed in Exhibit (B) may be exceeded by up to 10%, provided expenditures in total do not exceed the total appropriation for the FCZD construction and improvement Work Plan.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY  
FLOOD CONTROL ZONE DISTRICT BOARD  
OF SUPERVISORS  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

Christopher Quinn (Electronically authorized 10.27.2020)  
Senior Civil Deputy Prosecuting Attorney

Flood Control Zone District  
2021 Budget  
Work Plan and Supporting Documentation

DETAIL FOR FCZD PROGRAM AREAS

FLOOD MAINTENANCE AND OPERATIONS			
Flood Response (169102)			
	Proposed 2021 Budget		Assumptions/Notes
	Revenues	Expenditures	
Wage and Benefits		\$ 10,000	
Sand and sandbags		\$ 35,000	Includes pre-deployed and sand bags for training
Preparedness training		\$ 5,000	Road and M&O employees and equipment
Sector observers during response		\$ 40,000	Road employees wages and benefits for 1 significant flood event
Construction contracts		\$ 20,000	During and immediately following response
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 110,000</b>	Budget based on 2009 flood with cost & wage increases
<b>NET IMPACT TO FUND BALANCE</b>	<b>\$ (110,000)</b>		<b>2020 YE projection assumes no fall flood</b>
Flood Planning (169104)			
	Proposed 2021 Budget		Assumptions/Notes
	Revenues	Expenditures	
<b>Lower Nooksack</b>			
Wage and Benefits		\$ 150,000	
CFHMP refinement/update			
Facilitation		\$ 50,000	2020 BA inc 30k for contract balance + 20k amendment, increasing for reach work into 2021
Hydraulic modeling/alternatives analyses		\$ 50,000	2020 BA includes CA's for Land and WSE; 2021 BA for FEQ no-rise
FLIP process support/Engineering design/Plan	\$ 200,000	\$ 300,000	\$325k CA into 2020; Revenues from NEP; 2021 BA inc 200k for contract balance + 200k for amendment for more reach planning
Structure surveys in overflow corridors	\$ -	\$ -	work done under Herrera contract (previous row)
Sediment management		\$ 200,000	likely to get under contract in 2021 instead of 2020
Reach 1 Sediment	\$ -	\$ 50,000	2020 PO for \$85.7 balance + amendment for updated survey; 2021 BA for follow-up work with reach team; revenues from NEP
FLIP support for ag (AWB, farmer stipends)	\$ 58,000	\$ 60,000	Pass through funding for ag consultant and farmers stipends - revenues from FbD
High water mark survey		\$ 25,000	
<b>TOTAL</b>	<b>\$ 258,000</b>	<b>\$ 885,000</b>	
<b>NET IMPACT TO FUND BALANCE</b>	<b>\$ (627,000)</b>		
Technical Assistance (169106)			
	Proposed 2021 Budget		Assumptions/Notes
	Revenues	Expenditures	
Wage and Benefits		\$ 75,000	
Postage for Special District reassessments		\$ -	CDID#5 to be updated in 2020 with improved parcel coverage
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 75,000</b>	
<b>NET IMPACT TO FUND BALANCE</b>	<b>\$ (75,000)</b>		
National Flood Insurance Prgm (169108)			
	Proposed 2021 Budget		Assumptions/Notes
	Revenues	Expenditures	
Wage and Benefits		\$ 150,000	
FEMA Floodplain mapping	\$ -	\$ 12,000	Assumes LNR mapping in 2021 - expenditures for public meeting notice
Permit reviews	\$ 16,000	\$ -	Flood permit fees
Public education/CRS activities	\$ -	\$ 15,000	CRS mailings
<b>TOTAL</b>	<b>\$ 16,000</b>	<b>\$ 177,000</b>	
<b>NET IMPACT TO FUND BALANCE</b>	<b>\$ (161,000)</b>		
Early Warning System (169110)			
	Proposed 2021 Budget		Assumptions/Notes
	Revenues	Expenditures	
Wage and Benefits		\$ 5,000	
Nooksack River gages - USGS	\$ -	\$ 106,100	2020 PO for 103k
Everson MainSt stage gage _ USGS	\$ 4,500	\$ -	Canadians reimburse cost to maintain gage; AVZ pays for Jones gage directly
Emergency access to SNOTEL	\$ -	\$ 5,000	
Equipment for gage upgrades/repairs	\$ -	\$ 12,000	Equip at NF gage may need replacing
Repairs and maintenance	\$ -	\$ 10,000	
<b>TOTAL</b>	<b>\$ 4,500</b>	<b>\$ 138,100</b>	
<b>NET IMPACT TO FUND BALANCE</b>	<b>\$ (133,600)</b>		

Flood Control Zone District  
2021 Budget  
Work Plan and Supporting Documentation

FLOOD CONSTRUCTION AND IMPROVEMENTS			
Repair and Maintenance (169112)		Proposed 2021 Budget	
	Revenues	Expenditures	Assumptions/Notes
Wage and Benefits		\$ 120,000	
Misc			
Construction Projects			
Emergency/new projects as needed	\$ 50,000	\$ 50,000	Assumed costs for responding to flood/new repairs (assumes no fall 2020 flood)
Miscellaneous repair projects	\$ -	\$ 50,000	Placeholder for small projects; fall 2019 flood assumed
Marine Drive Levee Repair 2020 damage (720004)	\$ 225,000	\$ 300,000	Survey in 2020, construction in 2021
Truck Road 2018 Emergency Bank Protection (718001)	\$ -	\$ -	50/50 cost-share with Roads; 2020 BA for mitigation payment to habitat project but will be rolled into new project from 2020 flood
Truck Road 2020 Damage (720008)	\$ 140,000	\$ 150,000	Alt analysis in 2020, design in 2021 - 75% FEMA and 50/50 cost-share with Roads on remainder
Everson Overflow Pipeline Bank Stabilization (72000x)	\$ 120,000	\$ 150,000	
Red River Levee Stabilization (SWIF - 719002)	\$ -		200k CA from 2019 for ILA, 30k new BA in case bids are high; revenues of 15% from Lummi and Roads
Hannegan Levee Rehabilitation (USACE - 718006)	\$ -	\$ -	2020 costs are planting; revenues from LE Subzone (30% of FCZD cost-share to USACE)
Abbott Levee Erosion Protection (718010) (project moved to 114 in combo with improvement project)	\$ -	\$ -	Combined w/ improvement project & moved to 169114 to cover both
Sande-Williams Levee Rehab (USACE/DD2-719004)	\$ -	\$ -	2020 revenues from DD#2 for 80/20 split on USACE cost-share
Twin View Levee Rehabilitation (USACE - 719003)	\$ -	\$ -	2020 costs are planting; revenues from SNE Subzone (30% of FCZD cost-share to USACE)
Mitigation Planning/Implementation			
Jail crew	\$ -	\$ 117,439	Jail crew labor for FCZD and SWIF projects; available to diking or subzones
Reveg planning/coordination	\$ -	\$ 30,000	2020 exp for contract balance; new 2-year contract in 2021
Reveg/misc supplies	\$ -	\$ 10,000	Increased to cover plant replacement costs for Deming and other past projects as needed
<b>TOTAL</b>	<b>\$ 535,000</b>	<b>\$ 977,439</b>	
<b>NET IMPACT TO FUND BALANCE</b>	<b>\$ (442,439)</b>		
Flood Hazard Reduction (169114)		Proposed 2021 Budget	
	Revenues	Expenditures	Assumptions/Notes
Wage and Benefits		\$ 375,000	
Misc	\$ -		CA'd twice to 169114 and 716002
Swift Creek			
Bank stabilization/channel excavation	\$ -	\$ 107,835	300k commitment per year; 150k Roads; remainder cost-shared 70/30 b/w FCZD and SNE Subzone Subject to CPI-W Increases
Lower Nooksack River			
Marietta property acquisition & demo (FEMA FMAG-716002)	\$ -	\$ -	2019 CA into 2020 of \$8761 for Iverson; assumes demo and 4th property acquisition/demo in 2020
Marietta property acquisition & demo New properties	\$ -	\$ 50,000	Teeters cultural, asbestos, demo; Phase 2 ESA for Turk properties
Leases for agriculture	\$ 3,780	\$ -	River Rd and Emmerson Rd properties
Floodplain acquisition	\$ 831,760	\$ 1,039,700	Walton property in 2020; revenues from FbD grant; 2021 BA is rest of grant task budget less 1M
Ferndale Levee Improvement Project (719008)	\$ -	\$ -	Alt analysis, 30% design under 2020 contract, 60% design under 2022 amendment; revenues from FbD grant
Lynden Levee Improvement Project (in conjunction with USACE rehab project) (718005)	\$ 524,000	\$ 655,000	Design support in 2020; channel construction and USACE cost-share in 2021
USACE Lynden Levee Rehab and Culvert Replacement	\$ -	\$ 220,000	20% cost-share based on USACE estimate
Abbott Levee Improvement (SWIF) (718010)	\$ 325,000	\$ 650,000	Assumes Roads pays 50%; interim repair in 2021; improve in 2023
Duffner Ditch Flood Gate Replacement Early Action (720007)	\$ -	\$ -	EQIP funding and 100k FbD grant early action funds
Cougar Creek Early Action Project Design (72000x)	\$ 90,000	\$ 90,000	NOAA funding through TNC
Dahlberg Wetland Mitigation Site (719006)			
Wetland plan development		\$ 100,000	2020 Property survey & help from Roads wetland staff; 2021 BA for consultant to develop site plan
Jones Creek Deflection Berm (712004)			
Berm and bridge design	\$ 54,000	\$ 180,000	2019 PSE contract will CA into 2020; Permitting assistance from Roads (30k/yr) design cost-shared 70/30 with Roads
Land/easement acquisition	\$ 520,000	\$ 650,000	Kosmic payments against 2019 BA; Swift properties in 2020; Derus in 2021
Construction	\$ -	\$ -	Construction likely in 2022
High Creek Sediment Management			
Sediment trap maintenance (72000x)	\$ -	\$ 45,000	FEMA revenues (75%) in 2020
Glacier-Gallup Creek Alluvial Fan Restoration (718007)			
Feasibility study/concept design	\$ 48,000	\$ 60,000	Risk assessment and alternatives analysis by BGC; 39k was CA
Outreach	\$ 36,000	\$ 45,000	2019 CA for NHC
Preliminary design	\$ 200,000	\$ 250,000	
<b>TOTAL</b>	<b>\$ 2,632,540</b>	<b>\$ 4,517,535</b>	
<b>NET IMPACT TO FUND BALANCE</b>	<b>\$ (1,884,995)</b>		

Flood Control Zone District  
2021 Natural Resources Budget  
Work Plan and Supporting Documentation

Natural Resources (169119)		Proposed 2021 Budget		Assumptions/Notes	ASRs
		Revenues	Expenditures		
NATURAL RESOURCES ADMINISTRATION					
Staff			\$ 304,661	Includes salary for 2.5 FTEs and overtime.	
Office and operating			\$ 308,798		
TOTAL	\$	-	\$ 613,459		
NET IMPACT TO FUND BALANCE	\$	(613,459)			
NATURAL RESOURCES OPERATIONS					
Salmon Recovery					
Staff			\$ 129,176	1 FTE	
Restoration effectiveness monitoring, adaptive management, and stewardship			\$ 61,408	WCC crew restoration activities	
Maintaining existing restoration projects*			\$ 92,112	WCC crew contract for maintaining previously	
New restoration projects*			\$ 30,000	Contracted services for activities supporting planting, fencing, culvert replacement, etc.	
Marine Resources Committee					
Staff	\$	93,000	\$ 105,100	0.95 FTE + \$3,300 for interns	
MRC restoration projects			\$ 4,000	MRC projects	
Water Quality/Pollution Identification & Correction					
Program Coordination	\$	3,365	\$ 139,291	Program Coordinator (1 FTE) + Training	
Water Quality Monitoring			\$ 243,735	Sampling personnel, lab contract, one vehicle, equipment (1 FTE + extra help)	
Data Management	\$	90,240	\$ 90,240	WCD Data Manager	
Technical Assistance	\$	114,240	\$ 114,240	WCD Farm Planners	
Community Outreach	\$	134,100	\$ 160,631	Outreach staff, WCD staff, supplies	
Incentives	\$	35,000	\$ 59,000	OSS and small farm cost share	
Compliance	\$	87,416	\$ 87,416	PDS Staff	
Coordination and Planning					
Lake Whatcom Homeowner Incentive Program			\$ 61,086	Staff time only (0.5 FTE); contracted services under Stormwater budget	
CosMos				CosMos Project \$125 with funding (RD 40%, BB 10%, GF 30%)	\$ -
WSU Extension outreach services				WSU Extension ASR	\$ 25,000
TOTAL	\$	557,361	\$ 1,377,435		
NET IMPACT TO FUND BALANCE	\$	(820,074)			
TOTAL FOR COST CENTER	\$	557,361	\$ 1,990,893		
			\$ 1,433,532		
*Integrated Salmon Recovery/Flood Hazard Reduction capital and planning projects appear under Cost Center 169114 and 169104.					
Aquatic Invasive Species (169120)		Proposed 2021 Budget		Assumptions/Notes	
		Revenues	Expenditures		
AIS ADMINISTRATION					
Staff	\$	-	\$ -	Misc. Expenses	
Office and operating			\$ -		
TOTAL	\$	-	\$ -		
NET IMPACT TO FUND BALANCE	\$	-			
AIS OPERATIONS					
Coordination and Planning					
Education and Inspection				Contribution to City for AIS Program; includes Contracted services for online course/website support	
Interlocal Agreement (COB)	\$	-	\$ 143,467		
AIS online education program website maintenance	\$	-	\$ 8,750		
TOTAL	\$	-	\$ 152,217		
NET IMPACT TO FUND BALANCE	\$	(152,217)			
TOTAL FOR COST CENTER	\$	-	\$ 152,217		
			\$ 152,217		
Water Planning (169121)		Proposed 2021 Budget		Assumptions/Notes	
		Revenues	Expenditures		
WATER PLANNING ADMINISTRATION					
Staff	\$	5,358	\$ 123,354	Watershed Planner + LIO Labor	
Office and operating			\$ 550		
TOTAL	\$	5,358	\$ 123,904		
NET IMPACT TO FUND BALANCE	\$	(118,546)			

Exhibit A  
Page 3 of 10

Flood Control Zone District  
2021 Natural Resources Budget  
Work Plan and Supporting Documentation

WATER PLANNING OPERATIONS					ASRs
<b>Coordination and Planning</b>					
Hirst Response/Watershed Planning	\$ 50,000	\$ 50,000	Drainage-Based Management		
Watershed Planning Administrative Support		\$ 25,000	Watershed Planning Administrative Support		
LENS Groundwater Model		\$ 50,000	Peer Review and Modification of Groundwater		
LIO administration	\$ 119,642	\$ 119,642	Administration of LIO process		
Stream Gauging		\$ 110,000	USGS Stream Monitoring/AESI GW Monitoring		
Water Settlement Initiative			Water Settlement Initiative		\$ 250,000
<b>TOTAL</b>	<b>\$ 169,642</b>	<b>\$ 354,642</b>			
<b>NET IMPACT TO FUND BALANCE</b>	<b>\$ (185,000)</b>				
<b>TOTAL FOR COST CENTER</b>	<b>\$ 175,000</b>	<b>\$ 478,546</b>			
		\$ 303,546			
					\$ 275,000
	\$ 2,621,656				
	\$ 732,361				
	\$ (1,889,295)				
		\$ 1,889,295	Total Expenditure		
		\$ 2,164,295	Total with ASRs		
		\$ (209,732)	8% lapse on expenses		
		<b>\$ 1,738,151</b>			

**Lynden/Everson Subzone  
2021 Budget  
and Fund Balance Projections**

<b>Fund balance as of December 31, 2019</b>				
<b>2020 Estimated Revenues:</b>				
Assessment				
Interest earnings/penalties		\$41,298		
<b>2020 Estimated Expenditures:</b>				
Levee vegetation maintenance		\$2,400		
				\$17,800 brushing, spraying and hydroseed
Mole control/misc				
Alternative corrections crew labor				\$2,500 ACOE deficiency
Address new ACOE deficiencies				\$12,000 misc levee and mitigation
				\$0 retaining walls/new problems
Hannegan Levee Rehabilitation (USACE)				
Plant materials/maintenance supplies				\$29,500 30% of FCZD costs
Kamm Creek Levee repair				\$3,000 For mitigation
Coordination				\$12,000
				\$4,000 staff time
				<b>\$80,800</b>
	<b>Total</b>	<b>\$43,698</b>		
	<b>Projected December 2020 fund balance</b>	<b>\$159,222</b>		
<b>2021 Revenues - Proposed Budget</b>				
Assessment		\$41,298		
Interest earnings		\$2,400		
<b>2021 Expenditures - Proposed Budget</b>				
Levee vegetation maintenance				
				\$25,000 brushing, spraying and hydroseed
Mole control/misc				
Alternative corrections crew labor				\$2,500 ACOE deficiency
Address new ACOE deficiencies				\$10,000 misc levee and mitigation
				maintenance
				\$0 retaining walls/new problems
				placeholder
Lynden Levee Improvement				\$25,000 local contribution
Abbott erosion protection (interim measure)				\$25,000 local contribution
Cost-share/repairs as needed				\$30,000 New damage
Coordination				\$7,000 staff time
				<b>\$124,500</b>
	<b>Total</b>	<b>\$43,698</b>		
	<b>Projected December 2021 fund balance</b>	<b>\$78,420</b>		

**Sumas/Nooksack/Everson Subzone  
2021 Budget  
and Fund Balance Projections**

<b>Fund balance as of December 31, 2019</b>	<b>\$1,334,618</b>	<b>(+)</b>	<b>(-)</b>	<b>Notes</b>
<b>2020 Estimated Revenues:</b>				
Assessment		\$116,586		
Interest earnings		\$14,000		
<b>2020 Estimated Expenditures:</b>				
Levee vegetation maintenance				
Fuel				\$5,000 brushing and spraying
Mitigation monitoring and maintenance				\$3,800 Fuel for pumps
Alternative corrections crew labor				\$1,000 supplies
Transfer to Swift Creek project fund				\$3,000 misc maintenance
				\$45,000 150k Road fund, 105K FCZD
				fund also transferred for
				\$300k/yr
Twin View Levee Rehabilitation				\$25,614 3)% of FCZD costs
Coordination				\$1,000 staff costs
Pump station electric charges				\$1,000
<b>Total</b>		<b>\$130,586</b>		<b>\$85,414</b>
<b>Projected December 2020 fund balance</b>	<b>\$1,379,790</b>			
<b>2021 Revenues - Proposed Budget</b>				
Assessment		\$116,586		
Interest earnings		\$14,000		
<b>2021 Expenditures - Proposed Budget</b>				
Levee vegetation maintenance				
				\$5,000 brushing, spraying and hydroseed
Pump station electric charges				\$2,000
Mitigation monitoring and maintenance				\$3,000 supplies and crew
Coordination				\$1,000 staff costs
Transfer to Swift Creek project fund				\$46,215 150k Road fund, 105K FCZD
				fund also transferred for
				\$300k/yr subject to CPI-W
Cost-share/repairs as needed (new damage)				\$150,000 30% of \$500,000 project
<b>Total</b>		<b>\$130,586</b>		<b>\$207,215</b>
<b>Projected December 2021 fund balance</b>	<b>\$1,303,161</b>			

**Acme/Van Zandt Subzone  
2021 Budget  
and Fund Balance Projections**

<b>Fund balance as of December 31, 2019</b>	<b>\$334,746</b>	<b>(+)</b>	<b>(-)</b>	<b>Notes</b>
<b>2020 Estimated Revenues:</b>				
Assessment		\$22,638		
Interest earnings		\$3,000		
<b>2020 Estimated Expenditures:</b>				
Cost-share/repairs as needed			\$0	
M&O for Jones Creek stage/prec gage			\$6,469	9 month operation with telemetry
Admin support for meetings/minutes			\$750	
<b>Total</b>		<b>\$25,638</b>	<b>\$7,219</b>	
<b>Projected December 2020 fund balance</b>	<b>\$353,165</b>			
<b>2021 Revenues - Proposed Budget</b>				
Assessment		\$22,638		
Interest earnings		\$3,000		
<b>2021 Expenditures - Proposed Budget</b>				
Cost-share/repairs as needed			\$30,000	30% of 100k project
M&O for Jones Creek stage/prec gage (9 month operation)			\$6,501	9 month operation with telemetry
Admin support for meetings/minutes			\$1,500	
<b>Total</b>		<b>\$25,638</b>	<b>\$38,001</b>	
<b>Projected December 2021 fund balance</b>	<b>\$340,802</b>			



**Samish Watershed Subzone  
2021 Proposed Budget  
and Fund Balance Projections**

<b>Fund balance as of December 31, 2019</b>	<b>\$126,627</b>	<b>(+)</b>	<b>(-)</b>	<b>Subtotal</b>	<b>Notes</b>
<b>2020 Estimated Revenues:</b>				<b>\$21,680</b>	
Assessment		\$20,568			2X June actual
Interest earnings		\$1,112			2X June actual
<b>2020 Estimated Expenditures:</b>				<b>\$16,172</b>	
Natural resource staff salaries, wages, benefits			\$6,347		YTD x 2.25 to account for more hours in fall
Office & operating supplies			\$50		
Repair & maintain weir & channel - contract services			\$3,800		8 months of the 12 month LOA
Repairs & Maintenance - interfund			\$5,975		Interfund to date + estimated fall 2019 interfund
Permits			\$0		Permits current thru spring 2024
<b>Total</b>	<b>\$21,680</b>		<b>\$16,172</b>		
<b>Projected Fund Balance December 31, 2020</b>	<b>\$132,135</b>				
<b>2021 Revenues - Proposed Budget</b>				<b>\$21,600</b>	
Assessment		\$20,500			Assumes 2021 similar to 2020
Interest earnings		\$1,100			Assumes 2021 similar to 2020
<b>2021 Expenditures - Proposed Budget</b>				<b>\$19,950</b>	
Natural resource staff salaries, wages, benefits			\$6,750		Assumes 2021 will be "normal" year similar to 2020
Office & operating supplies			\$1,250		Weir timber replacement, etc.
Repair & maintain weir & channel - contract services			\$5,700		LOA amount; assumes rates don't change
Repairs & Maintenance - interfund			\$6,250		Assumes M&O rental rates don't inflate appreciably
Permits			\$0		Permits current thru spring 2024
<b>Total</b>	<b>\$21,600</b>		<b>\$19,950</b>		
<b>Projected December 2020 fund balance</b>	<b>\$133,785</b>				

**Birch Bay Subzone  
2021 Budget**

	Administration/ Personnel 2021	Program Development & Management 2021	Capital Improvement Projects 2021	Maintenance, Small Works, & Scoping 2021	Water Quality Monitoring 2021	Education & Outreach 2021	Habitat Improvement 2021	Total 2021	2021 Break Out		
									Overhead/ Admin A	M&O O	Construction C
<b>Revenue</b>											
FEMA - Fed			(82,500)					(82,500)	-		(82,500)
FEMA - State			(13,750)					(13,750)	-		(13,750)
Assessment Penalties	(2,500)							(2,500)	(2,500)		-
Interest	(23,000)							(23,000)	(23,000)		-
Assessments	(780,000)							(780,000)	(780,000)		-
Stormwater transfer in	(65,600)							(65,600)	(65,600)		-
REET II transfer in			(200,000)					(200,000)	-		(200,000)
<b>Revenue Total</b>	<b>(871,100)</b>		<b>(296,250)</b>					<b>(1,167,350)</b>	<b>(871,100)</b>		<b>(296,250)</b>
<b>Expense</b>											
Salaries & Wages	138,912							138,912			
Extra Help	29,000							29,000			
Overtime	2,000							2,000			
Benefits	107,066							107,066			
<b>Total Salaries &amp; Benefits</b>	<b>276,978</b>		-					<b>276,978</b>	<b>276,978</b>		-
<b>Unrealized Gain (Loss)</b>											
Office & Operating Supplies	1,000					4,800	15,000	20,800	5,800		15,000
Office & Oper. Supplies-Interfunc	200					3,000		200	200		
Printing	200							3,000		3,000	
Books/Publications/Subscrip.	200							200	200		
Tools & Equipment	1,500				100			100		100	
Software	50,000							1,500	1,500		
Other Services and Charges (Emergency)								50,000	50,000		
Contractual Services	18,000	10,000	130,000	5,000	12,500	1,500		17,500	17,500		
Professional Services	1,306			14,000				173,500	29,500		144,000
Building Maintenance								1,306	1,306		
Construction Contracts								-	-		
Other Services-Interfunc	500		145,000	12,000		3,000		157,000	-		157,000
Postage/Shipping/Freighi	100							3,500	3,500		
Postage-Interfund	965							100		100	
Telephone	1,000							965	965		
Travel-Educ/Training	1,500							1,000	1,000		
Travel-Other								1,500	1,500		
Advertising	200					800		800		800	
Equipment Rental						250		200	1,250	200	
Space Rental	1,500	1,000						1,250	1,500		
Space Rental-Interfund	760							760	760		
Insurance Premium - Interfunc								10,500	10,500		
Repairs & Maintenance				10,500				29,000	29,000		
Repairs & Maintenance - Interfunc	2,100			29,000				2,100	2,100		
Registration/Tutori		300				200		500		500	
Meeting Refreshments								11,348	11,348		
Administrative Cost Allocation	11,348							-	-		
Other Miscellaneous			5,000	2,000				7,000			7,000
Other Miscellaneous-Interfunc						20,000		20,000	20,000		
Intergov. Professional Services			50,000	-				50,000			50,000
Capital Outlays - Other Improvements			250,000					250,000			250,000
Operating Transfer Out - Gen Fc	-							22,527	22,527		
Operating Transfer Out - Floor	22,527							-	-		
Operating Transfer Out - Strm BBWARM	-							-	-		
<b>Total Expenditures</b>	<b>391,684</b>	<b>11,300</b>	<b>580,000</b>	<b>72,500</b>	<b>12,600</b>	<b>33,550</b>	<b>15,000</b>	<b>1,116,634</b>	<b>378,934</b>	<b>114,700</b>	<b>623,000</b>
								(50,716)	(492,166)	114,700	326,750
											1,116,634

Birch Bay Subzone  
2021  
Capital Budget

**Capital Improvement Projects**

Object Code	Project/Program	2021 Budget Additions	WRIP - Capital List Includes Continued Appropriations
	<b>Harborview Road/Birch Bay Drive Stormwater Improvements, Ph 2</b>		<b>910,000</b>
6630	PROFESSIONAL SERVICES	20,000	
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS		
6699	OTHER SERVICES INTERFUND	40,000	
7199	OTHER MISC INTERFUND		
	<b>Semiahmoo Drive Stormwater Improvements</b>		<b>135,000</b>
6630	PROFESSIONAL SERVICES	10,000	
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS	50,000	
6699	OTHER SERVICES INTERFUND	70,000	
7199	OTHER MISC INTERFUND	5,000	
	<b>Holeman Avenue Stormwater Improvements</b>		<b>25,000</b>
6630	PROFESSIONAL SERVICES	25,000	
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS		
6699	OTHER SERVICES INTERFUND		
7199	OTHER MISC INTERFUND		
	<b>Birch Bay Drive &amp; Pedestrian Facility</b>		<b>250,000</b>
6630	PROFESSIONAL SERVICES		
8351	CAPITAL OUTLAYS - OTHER IMPROVEMENTS	250,000	
6699	OTHER SERVICES INTERFUND		
7199	OTHER MISC INTERFUND		
	<b>Charel Terrace Bank Stabilization Study</b>		<b>110,000</b>
6630	PROFESSIONAL SERVICES	75,000	
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS		
6699	OTHER SERVICES INTERFUND	35,000	
7199	OTHER MISC INTERFUND		
	<b>Total Expenditures</b>	<b>580,000</b>	<b>1,430,000</b>
	<b>Object Code Totals</b>		
6630	PROFESSIONAL SERVICES	130,000	
6699	OTHER SERVICES INTERFUND	145,000	
7199	OTHER MISC INTERFUND	5,000	
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS	50,000	
8351	TRANSFER OUT	250,000	
	<b>Total Expenditures</b>	<b>580,000</b>	

Whatcom County Flood Control Zone District  
Flood Capital Program  
2021

Department	Fund	Database ID No.	Project Title	Year	Cost
<b>Flood Capital Program</b>					
Public Works	Flood Fund	07-002	Marietta Acquisition	2021	\$ 75,000
Public Works	Flood Fund	20-001	Marine Drive Levee Damage Repair	2021	\$ 335,000
Public Works	Flood Fund	16-007	Abbott Levee Protection and Improvement	2021	\$ 690,000
Public Works	Flood Fund	16-003	Lynden Levee Improvement	2021	\$ 945,000
Public Works	Flood Fund	07-105	Jones Creek Debris Flow Protection	2021	\$ 910,000
Public Works	Flood Fund	16-008	Cougar Creek Early Action Project	2021	\$ 110,000
Public Works	Flood Fund	20-002	Everson Overflow Pipeline Bank Stabilization	2021	\$ 160,000
Public Works	Flood Fund	20-003	Truck Road 2020 Flood Damage	2021	\$ 160,000
Public Works	Flood Fund	07-104	Ferndale Levee Improvement	2021	\$ 50,000
Public Works	Flood Fund	18-006	Glacier-Gallup Alluvial Fan Restoration	2021	\$ 405,000
Public Works	Flood Fund	20-004	Dahlberg Wetland Mitigation Site	2021	\$ 130,000
Public Works	Flood Fund	07-002	Floodplain Acquisition	2021	\$ 1,040,000
<b>Total</b>					<b>\$ 5,010,000</b>
Public Works	BBWARM	07-217	Harborview Road Drainage Improvements P1	2021	\$ 910,000
Public Works	BBWARM	18-009	Semiahmoo Drive Drainage Improvements	2021	\$ 135,000
Public Works	BBWARM	20-011	Charel Terrace Stormwater Outfall Improvements	2021	\$ 110,000
Public Works	BBWARM	07-242	Holeman Avenue Stormwater Improvements PW-1	2021	\$ 25,000
Public Works	BBWARM	07-030	Birch Bay Drive & Pedestrian Facility Project	2021	\$ 250,000
<b>Total</b>					<b>\$ 1,430,000</b>



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-509

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<b>File ID:</b>	AB2020-509	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/30/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Ordinance authorizing the levy of taxes for County and State purposes in Whatcom County, Washington, for the year 2021

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance authorizing the levy of taxes for County and State purposes in Whatcom County, Washington, for the year 2021

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

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**Attachments:** Proposed Ordinance, Exhibit B-Special District Resolutions-Budgets

**PROPOSED BY:** Executive  
**INTRODUCTION DATE:** November 10, 2020

**ORDINANCE NO.** \_\_\_\_\_

**ORDINANCE AUTHORIZING THE LEVY OF TAXES  
FOR COUNTY AND STATE PURPOSES  
IN WHATCOM COUNTY, WASHINGTON,  
FOR THE YEAR OF 2021**

**WHEREAS**, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

**WHEREAS**, the County Council has approved a budget for the 2021-2022 biennium, including all sources of revenues and anticipated expenditures on November 24, 2020; and,

**WHEREAS**, the County Council has determined it is not necessary to increase the General Fund property tax levy for 2021 to fund essential county services; and,

**WHEREAS**, the County Council held a public hearing regarding the biennial county budget which included property tax rates, and other revenues;

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED** by the Whatcom County Council:

- (A) The property taxes for Whatcom County are hereby levied and are to be charged to the assessment and tax rolls of Whatcom County; and,
- (B) Property taxes are levied in 2020 for collection in 2021; and,
- (C) The amounts collected through the County general levy shall be limited to the amount of 2020 taxes increased for the addition of new construction and improvements to property and any increase in the value of state assessed property; and,

(D) Because the State of Washington is currently unable to provide the figures and documentation necessary to establish fixed levy rates, as these figures do become available from the state, levies shall be fixed per "Exhibit A" which shall be prepared by the County Assessor, and attached and incorporated herein by reference.

**BE IT FURTHER ORDAINED**, that the taxes to be levied against parcels of property within the Diking Districts, Drainage Districts, and Drainage Improvement Districts are to be credited to the individual maintenance funds for the year 2021, and the amounts to be apportioned to the original assessments for construction in said districts are as follows per "Exhibit B" attached hereto and incorporated herein by reference.

**BE IT FURTHER ORDAINED**, that if the Washington State Legislature changes any laws affecting levies contained herein, and the Prosecuting Attorney's Office concurs, the Whatcom County administration will change such levies accordingly.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

( ) APPROVED ( ) NOT APPROVED

Chris Quinn per email 10/30/2020  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Singh Sidhu , Executive

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

**EXHIBIT A WILL BE  
AVAILABLE AFTER THE  
FIRST OF THE YEAR 2021**



RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Butler Ditch District

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for Butler Ditch in the amount of

\$ 6,000 (Six thousand dollars), and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 4 day of November, 2020.

James D. Fane  
Supervisor

Mark Wertheff  
Supervisor

Kim Tughrich  
Supervisor

ATTEST:

Lonni Cummings  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021

## Butler Ditch District / 622

### As of December 31, 2019

Cash in Account	\$15,904	
WCIP Investments	\$72	
Uncollected Assessments (including 2020 and past years)( as of Aug. 31, 2020 )	\$2,295	\$18,271
Actual 2020 expenditures	\$602	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$2,339	\$2,941
<b>Projected 2021 beginning balance</b>		<b>\$15,330</b>

### 2021 Budget

#### Revenues

Assessments	\$6,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$6,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$21,330</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

#### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$7,500	
New Project and Unforeseen Expenses	\$13,580	
<b>Total Expenditures</b>		<b>\$21,330</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

**\$6,000.00**

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Macaulay Creek Flood Control District

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for Macaulay Creek in the amount of

\$ 10,000 (Ten Thousand), and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 29 day of October, 2020.

Kenneth H Woolf  
Supervisor

Arthur S. Anderson  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

Lonni J. Cummings  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021

## Macaulay Creek Flood Control District / 641

### As of December 31, 2019

Cash in Account	\$28,297	
WCIP Investments	\$33	
Uncollected Assessments (including 2020 and past years)( as of Aug. 31, 2020 )	\$7,178	\$35,508
Actual 2020 expenditures	\$316	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$0	\$316
<b>Projected 2021 beginning balance</b>		<b>\$35,192</b>

### 2021 Budget

#### Revenues

Assessments	\$10,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$10,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$45,192</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

#### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$20,000	
New Project and Unforeseen Expenses	\$24,942	
<b>Total Expenditures</b>		<b>\$45,192</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

**\$10,000.00**

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Consolidated Drainage Improvement District #1

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for CDID #1 in the amount of

\$ 4,000- (four thousand dollars), and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 22 day of October, 2020.

Mark Schul

Supervisor

Fred Vander Veen

Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

Lonni Cummings  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021

## Consolidated Drainage Improvement District #1 / 623

### As of December 31, 2019

Cash in Account	\$22,451	
WCIP Investments	\$17,200	
Uncollected Assessments (including 2020 and past years)( as of Aug. 31, 2020 )	\$1,346	\$40,997
Actual 2020 expenditures	\$316	
Less any Estimated <b>2020</b> Expenditures (any outstanding invoices)	\$3,500	\$3,816
<b>Projected 2021 beginning balance</b>		<b>\$37,181</b>

### 2021 Budget

#### Revenues

Assessments	\$4,000	
Other Revenue	\$1,500	
<b>Total 2021 Revenues</b>	<b>\$5,500</b>	
<b>Total available for 2021 Budget Allocation</b> <i>(2021 projected beginning balance + 2021 revenue)</i>		<b>\$42,681</b>

#### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$13,750	
New Project and Unforeseen Expenses	\$28,681	
<b>Total Expenditures</b>		<b>\$42,681</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

**\$4,000.00**

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of Drainage District #2 held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for Drainage District #2 in the amount of

\$ 3,000- (Three Thousand dollars) and said assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 6 day of October, 2020.



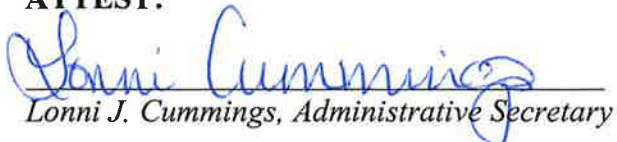
Supervisor



Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

  
Lonni J. Cummings, Administrative Secretary

## BUDGET FOR 2021

### Drainage District #2 / 624

#### As of December 31, 2019

Cash in Account	\$18,066	
WCIP Investments	\$3,401	
Uncollected Assessments (including 2020 and past years)( as of Aug. 31, 2020 )	\$1,346	\$22,813
Actual 2020 expenditures	\$316	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$0	\$316
<b>Projected 2021 beginning balance</b>		<b>\$22,497</b>

#### 2021 Budget

##### Revenues

Assessments	\$3,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$3,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$25,497</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

##### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$2,000	
New Project and Unforeseen Expenses	\$23,247	
<b>Total Expenditures</b>		<b>\$25,497</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

#### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

**\$3,000.00**



RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Drainage District #3  
held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for Drainage District #3 in the amount of

\$ 10,000- (Ten Thousand), and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 26 day of October, 2020.

[Signature]  
Supervisor

[Signature]  
Supervisor

\_\_\_\_\_  
Supervisor

**ATTEST:**

[Signature]  
Lonni J. Cummings, Administrative Secretary

## BUDGET FOR 2021 Drainage District #3 / 625

### As of December 31, 2019

Cash in Account	\$38,760	
WCIP Investments	\$1,523	
Uncollected Assessments <i>(including 2020 and past years)( as of Aug. 31, 2020 )</i>	\$4,475	\$44,758
Actual 2020 expenditures	\$7,330	
Less any Estimated <b>2020</b> Expenditures (any outstanding invoices)	\$0	\$7,330
<b>Projected 2021 beginning balance</b>		<b>\$37,428</b>

### 2021 Budget

#### Revenues

Assessments	\$10,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$10,000</b>	
<b>Total available for 2021 Budget Allocation</b> <i>(2021 projected beginning balance + 2021 revenue)</i>		<b>\$47,428</b>

#### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$15,000	
New Project and Unforeseen Expenses	\$32,178	
<b>Total Expenditures</b>		<b>\$47,428</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

**\$10,000.00**

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Commissioners/Supervisor's of Drainage Improvement Dist #5  
held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for DID #5 in the amount of  
\$ 20,000 - (Twenty Thousand dollars) and said  
assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 25 day of September, 2020.

Stan De Waard  
Supervisor

Roy King  
Supervisor

Paul Paul  
Supervisor

**ATTEST:**

Lonni Cummings  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021

## Drainage Improvement District #5 / 626

### As of December 31, 2019

Cash in Account	\$32,312	
WCIP Investments	\$16,579	
Uncollected Assessments (including 2020 and past years)(as of Aug. 31, 2020)	\$9,716	\$58,608
Actual 2020 expenditures	\$986	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$0	\$986
<b>Projected 2021 beginning balance</b>		<b>\$57,622</b>

### 2021 Budget

#### Revenues

Assessments	\$20,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$20,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$77,622</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

#### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$30,000	
New Project and Unforeseen Expenses	\$47,372	
<b>Total Expenditures</b>		<b>\$77,622</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

\$20,000.00

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of Drainage Improvement District #6 held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for Drainage Improvement District #6 in the amount of

\$ 5,000 - (Five Thousand dollars), and said assessment shall be imposed pursuant to the system of assessment established by the County.


ADOPTED this 24th, day of September, 2020.

  
\_\_\_\_\_  
Supervisor

  
\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

  
\_\_\_\_\_  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021

## Drainage Improvement District #6 / 627

### As of December 31, 2019

Cash in Account	\$2,782	
WCIP Investments	\$25,418	
Uncollected Assessments (including 2020 and past years)(as of Aug. 31, 2020)	\$1,601	\$29,802
Actual 2020 expenditures	\$328	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$600	\$928
<b>Projected 2021 beginning balance</b>		<b>\$28,874</b>

### 2021 Budget

#### Revenues

Assessments	\$5,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$5,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$33,874</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

#### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$8,000	
New Project and Unforeseen Expenses	\$25,624	
<b>Total Expenditures</b>		<b>\$33,874</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

\$5,000.00

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Drainage Improvement District #7  
held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for \_\_\_\_\_ in the amount of

\$ 20,000- (Twenty Thousand), and said  
assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 29 day of October, 2020.

Ken A. Madder  
Supervisor

Richard Mader  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

Sonni Cummings  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021

## Drainage Improvement District #7 / 628

### As of December 31, 2019

Cash in Account	\$13,387	
WCIP Investments	\$3,817	
Uncollected Assessments (including 2020 and past years)(as of Aug. 31, 2020)	\$4,331	\$21,535
Actual 2020 expenditures	\$2,656	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$0	\$2,656
<b>Projected 2021 beginning balance</b>		<b>\$18,879</b>

### 2021 Budget

#### Revenues

Assessments	\$20,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$20,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$38,879</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

#### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$33,000	
New Project and Unforeseen Expenses	\$5,629	
<b>Total Expenditures</b>		<b>\$38,879</b>
<b>Projected 2021 Ending Balance</b>		

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

**\$20,000.00**



RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Drainage Improvement District #15

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for Drainage Imp Dist #15 in the amount of

\$ 15,000 - (Fifteen Thousand dollars), and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 30<sup>th</sup> day of October, 2020.

M. Horat

Supervisor

J. D. Vesse

Supervisor

Supervisor

ATTEST:

Lonni J. Cummings  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021

## Drainage Improvement District #15 / 629

### As of December 31, 2019

Cash in Account	\$54,509	
WCIP Investments	\$10,652	
Uncollected Assessments (including 2020 and past years)( as of Aug. 31, 2020 )	\$4,331	\$69,492
Actual 2020 expenditures	\$3,941	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$20,000	\$23,941
<b>Projected 2021 beginning balance</b>		<b>\$45,551</b>

### 2021 Budget

#### Revenues

Assessments	\$15,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$15,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$60,551</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

#### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$30,000	
New Project and Unforeseen Expenses	\$30,301	
<b>Total Expenditures</b>		<b>\$60,551</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

**\$15,000.00**

RESOLUTION NO. 01-20202021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Drainage Improvement District # 17  
held their annual meeting and have approved the attached budget for the succeeding year, andWHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for DID # 17 in the amount of\$ 3,000 (Three Thousand dollars) and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 10 day of October, 2020.Paul J. Harris  
Supervisor\_\_\_\_\_  
Supervisor\_\_\_\_\_  
Supervisor

ATTEST:

Lonni J. Cummings  
Lonni J. Cummings, Administrative Secretary

## BUDGET FOR 2021

### Drainage Improvement District #17 / 630

#### As of December 31, 2019

Cash in Account	\$15,243	
WCIP Investments	\$1,120	
Uncollected Assessments (including 2020 and past years)( as of Aug. 31, 2020 )	\$1,404	\$17,767
Actual 2020 expenditures	\$610	
Less any Estimated <b>2020</b> Expenditures (any outstanding invoices)	\$525	\$1,135
<b>Projected 2021 beginning balance</b>		<b>\$16,632</b>

#### 2021 Budget

##### Revenues

Assessments	\$3,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$3,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$19,632</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

##### Expenditures:

Admin	\$175	
Projected Work Plan/Estimated Maintenance Expenses	\$2,500	
New Project and Unforeseen Expenses	\$16,957	
<b>Total Expenditures</b>		<b>\$19,632</b>

**Projected 2021 Ending Balance**

#### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

**\$3,000.00**

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Consolidated Drainage Improvement Dist # 20

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for CDID # 20 in the amount of

\$ 5,500 - (Five thousand five hundred) and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 14 day of October, 2020.

Rayl Brumich 10/14/20  
Supervisor

Mike Dato 10-14-20  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

Lonni Cummings  
Lonni J. Cummings, Administrative Secretary

## BUDGET FOR 2021

### Consolidated Drainage Improvement District #20 / 631

#### As of December 31, 2019

Cash in Account	\$20,237	
WCIP Investments	\$21,254	
Uncollected Assessments (including 2020 and past years)(as of Aug. 31, 2020)	\$2,242	\$43,733
Actual 2020 expenditures	\$1,241	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$1,507	\$2,748
<b>Projected 2021 beginning balance</b>		<b>\$40,985</b>

#### 2021 Budget

##### Revenues

Assessments	\$5,500	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$5,500</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$46,485</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

##### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$8,000	
New Project and Unforeseen Expenses	\$38,235	
<b>Total Expenditures</b>		<b>\$46,485</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

#### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

\$5,500.00

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Consolidated Drainage Improvement District #21

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for CDID #21 in the amount of

\$ 12,500 (Twelve Thousand Five hundred) and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 28 day of October, 2020.

[Signature]  
Supervisor

Jake De Hoog  
Supervisor

Del W. W.  
Supervisor

ATTEST:

[Signature]  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021

## Consolidated Drainage Improvement District #21 / 632

### As of December 31, 2019

Cash in Account	\$62,359	
WCIP Investments	\$86	
Uncollected Assessments (including 2020 and past years)(as of Aug. 31, 2020)	\$6,003	\$68,447
Actual 2020 expenditures	\$1,745	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$2,000	\$3,745
<b>Projected 2021 beginning balance</b>		<b>\$64,701</b>

### 2021 Budget

#### Revenues

Assessments	\$12,500	
Other Revenue	\$500	
<b>Total 2021 Revenues</b>	<b>\$13,000</b>	
<b>Total available for 2021 Budget Allocation</b> <i>(2021 projected beginning balance + 2021 revenue)</i>		<b>\$77,701</b>

#### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$5,500	
New Project and Unforeseen Expenses	\$71,951	
<b>Total Expenditures</b>		<b>\$77,701</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

\$12,500.00



RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Drainage Improvement District # 30  
held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for DID #30 in the amount of  
\$ 3,000- (Three Thousand dollars), and said  
assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 8 day of October, 2020.

Paula G Harris  
Supervisor

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

Lonni Cummings  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021

## Drainage Improvement District #30 / 633

### As of December 31, 2019

Cash in Account	\$1,603	
WCIP Investments	\$1,825	
Uncollected Assessments (including 2020 and past years)(as of Aug. 31, 2020)	\$858	\$4,286
Actual 2020 expenditures	\$175	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$1,800	\$1,975
<b>Projected 2021 beginning balance</b>		<b>\$2,311</b>

### 2021 Budget

#### Revenues

Assessments	\$3,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$3,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$5,311</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

#### Expenditures:

Admin	\$175	
Projected Work Plan/Estimated Maintenance Expenses	\$1,800	
New Project and Unforeseen Expenses	\$3,336	
<b>Total Expenditures</b>		<b>\$5,311</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

\$3,000.00

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Drainage Improvement District #30A  
held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for DID 30A in the amount of

\$ 1,000 - (one thousand dollars), and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 8 day of October, 2020.

Paula J Harris  
Supervisor

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

Lonni J Cummings  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021

## Drainage Improvement District #30A / 635

### As of December 31, 2019

Cash in Account	\$3,122	
WCIP Investments	\$217	
Uncollected Assessments (including 2020 and past years)( as of Aug. 31, 2020 )	\$510	\$3,850
Actual 2020 expenditures	\$175	
Less any Estimated <b>2020</b> Expenditures (any outstanding invoices)	\$0	\$175
<b>Projected 2021 beginning balance</b>		<b>\$3,675</b>

### 2021 Budget

#### Revenues

Assessments	\$1,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$1,000</b>	
<b>Total available for 2021 Budget Allocation</b> <i>(2021 projected beginning balance + 2021 revenue)</i>		<b>\$4,675</b>

#### Expenditures:

Admin	\$175	
Projected Work Plan/Estimated Maintenance Expenses	\$1,000	
New Project and Unforeseen Expenses	\$3,500	
<b>Total Expenditures</b>		<b>\$4,675</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

\$1,000.00

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Consolidated Drainage Improvement District #31

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for CDID #31 in the amount of

\$ 15,000- (Fifteen Thousand dollars), and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 23 day of October, 2020.

Dale D. [Signature]  
Supervisor

Terry A. [Signature]  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

[Signature]  
Lonni J. Cummings, Administrative Secretary

## BUDGET FOR 2021

### Consolidated Drainage Improvement District #31 / 634

#### As of December 31, 2019

Cash in Account	\$9,494	
WCIP Investments	\$28,708	
Uncollected Assessments (including 2020 and past years)(as of Aug. 31, 2020)	\$6,785	\$44,987
Actual 2020 expenditures	\$2,439	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$2,000	\$4,439
<b>Projected 2021 beginning balance</b>		<b>\$40,548</b>

#### 2021 Budget

##### Revenues

Assessments	\$15,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$15,000</b>	
<b>Total available for 2021 Budget Allocation</b> <i>(2021 projected beginning balance + 2021 revenue)</i>		<b>\$55,548</b>

##### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$10,250	
New Project and Unforeseen Expenses	\$45,048	
<b>Total Expenditures</b>		<b>\$55,548</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

#### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

\$15,000.00

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Commissioners/Supervisor's of Diking District #1  
held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for Diking District #1 in the amount of  
\$ 60,000 (Sixty thousand dollars), and said  
assessment shall be imposed pursuant to the system of assessment established by the County.


ADOPTED this 6 day of October, 2020.

  
\_\_\_\_\_  
Supervisor

  
\_\_\_\_\_  
Supervisor

  
\_\_\_\_\_  
Supervisor

ATTEST:

  
\_\_\_\_\_  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021 Diking District #1 / 636

## As of December 31, 2019

Cash in Account	<u>\$30,253</u>	}	\$53,475
WCIP Investments	<u>\$8,222</u>		
Uncollected Assessments (including 2020 and past years)( as of Aug. 31, 2020 )	<u>\$15,000</u>		
Actual 2020 expenditures	<u>\$4,931</u>	}	\$17,931
Less any Estimated 2020 Expenditures (any outstanding invoices)	<u>\$13,000</u>		
Projected 2021 beginning balance			\$35,544

## 2021 Budget

### Revenues

Assessments	\$60,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$60,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$95,544</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated		
Maintenance Expenses	\$18,000	
New Project and Unforeseen Expenses	\$77,294	
<b>Total Expenditures</b>		<b>\$95,544</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

## RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

\$60,000.00



RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of

Deming Diking District #2  
held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for Deming Diking District #2 in the amount of \$ 12,000- (Twelve thousand dollars), and said assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 16th day of September, 2020.

Harry E. Halloran

Commissioner

Arthur E. Anderson

Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

Lonni J. Cummings  
Lonni J. Cummings, Administrative Secretary

# BUDGET FOR 2021 Deming Diking District #2/637

## As of December 31, 2019

Cash in Account	\$4,031	
WCIP Investments	\$89	
Uncollected Assessments (including 2020 and past years)(as of Aug. 31, 2020)	\$6,183	\$10,303
Actual 2020 expenditures	\$3,243	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$0	\$3,243
<b>Projected 2021 beginning balance</b>		<b>\$7,059</b>

## 2021 Budget

### Revenues

Assessments	\$12,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$12,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$19,059</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$10,000	
New Project and Unforeseen Expenses	\$8,809	
<b>Total Expenditures</b>		<b>\$19,059</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

## RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

\$12,000.00

RESOLUTION NO. 01-2020

2021 APPROVED BUDGET AND SETTING THE  
SPECIAL ASSESSMENT

WHEREAS, the Supervisor's of

Diking District #3

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for DK #3 in the amount of

\$ 12,000- (Twelve Thousand dollars) and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 01 day of October, 2020.

  
\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

  
\_\_\_\_\_  
Lonni J. Cummings, Administrative Secretary

## BUDGET FOR 2021 Diking District #3 / 638

### As of December 31, 2019

Cash in Account	\$33,924	
WCIP Investments	\$381	
Uncollected Assessments (including 2020 and past years)( as of Aug. 31, 2020 )	\$5,123	\$39,427
Actual 2020 expenditures	\$1,304	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$2,000	\$3,304
<b>Projected 2021 beginning balance</b>		<b>\$36,123</b>

### 2021 Budget

#### Revenues

Assessments	\$12,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$12,000</b>	
<b>Total available for 2021 Budget Allocation</b> <i>(2021 projected beginning balance + 2021 revenue)</i>		<b>\$48,123</b>

#### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$12,000	
New Project and Unforeseen Expenses	\$35,873	
<b>Total Expenditures</b>		<b>\$48,123</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

\$12,000.00



# BUDGET FOR 2021 Diking District #4 / 639

## As of December 31, 2019

Cash in Account	\$60,611	
WCIP Investments	\$12,396	
Uncollected Assessments (including 2020 and past years)( as of Aug. 31, 2020 )	\$9,657	\$82,663
Actual 2020 expenditures	\$1,304	
Less any Estimated 2020 Expenditures (any outstanding invoices)	\$6,500	\$7,804
<b>Projected 2021 beginning balance</b>		<b>\$74,859</b>

## 2021 Budget

### Revenues

Assessments	\$25,000	
Other Revenue	\$0	
<b>Total 2021 Revenues</b>	<b>\$25,000</b>	
<b>Total available for 2021 Budget Allocation</b>		<b>\$99,859</b>
<i>(2021 projected beginning balance + 2021 revenue)</i>		

### Expenditures:

Admin	\$250	
Projected Work Plan/Estimated Maintenance Expenses	\$49,500	
New Project and Unforeseen Expenses	\$50,109	
<b>Total Expenditures</b>		<b>\$99,859</b>
<b>Projected 2021 Ending Balance</b>		<b>\$0</b>

## RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2021

\$25,000.00



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-510

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<b>File ID:</b>	AB2020-510	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/30/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Ordinance authorizing the Levy of Taxes for Countywide Emergency Medical purposes for 2021

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance adopts the Whatcom County 2021 tax levy for Countywide Emergency Medical Purposes

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Ordinance

**PROPOSED BY:** Executive  
**INTRODUCTION DATE:** November 10, 2020

**ORDINANCE NO. \_\_\_\_\_**  
**ORDINANCE AUTHORIZING THE LEVY OF TAXES**  
**FOR COUNTYWIDE EMERGENCY MEDICAL PURPOSES FOR 2021**

**WHEREAS**, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

**WHEREAS**, the County Council has approved a budget for the 2021–2022 biennium, including all sources of revenues and anticipated expenditures on November 24, 2020; and,

**WHEREAS**, the County Council has determined it is not necessary to increase the Countywide Emergency Medical Fund property tax levy for 2021, and,

**WHEREAS**, the County Council held a public hearing regarding the county biennial budget which included property taxes, and other revenues;

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED** by the Whatcom County Council that amounts collected through the Countywide Emergency Medical levy shall be limited to the amount of 2020 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase, in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, is hereby authorized for the 2021 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

( ) APPROVED ( ) NOT APPROVED

C. Quinn via email 10/30/2020  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Singh Sidhu, Executive  
Date:





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-511

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<b>File ID:</b>	AB2020-511	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/30/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

---

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

### TITLE FOR AGENDA ITEM:

Ordinance limiting the General Fund property tax levy

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance adopts the Whatcom County 2021 property tax levy

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** 2021 Tax Levy GF Levy Limit ordinance

**PROPOSED BY:** Executive  
**INTRODUCTION DATE:** November 10, 2020

**ORDINANCE NO.** \_\_\_\_\_

**ORDINANCE LIMITING THE 2021  
GENERAL FUND PROPERTY TAX LEVY**

**WHEREAS**, the County Council has approved a budget for the 2021-2022 biennium, including all sources of revenues and anticipated expenditures on November 24, 2020; and

**WHEREAS**, the County Council has determined it is not necessary to increase the General Fund property tax levy for 2021; and,

**WHEREAS**, the County Council held a public hearing regarding the county biennial budget which included property tax rates, and other revenues;

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED** by the Whatcom County Council that amounts collected through the County general levy shall be limited to the amount of 2020 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property is hereby authorized for the 2021 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

( ) APPROVED ( ) NOT APPROVED

C. Quinn per email 10/30/2020  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Singh Sidhu, Executive

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



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-512

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<b>File ID:</b>	AB2020-512	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/30/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Ordinance authorizing the Levy of Taxes for County Conservation Futures Purposes for 2021

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance adopts the Whatcom County 2021 tax levy for Conservation Futures Fund

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Proposed Ordinance

**PROPOSED BY:** Executive  
**INTRODUCTION DATE:** November 10, 2020

**ORDINANCE NO. \_\_\_\_\_**  
**ORDINANCE AUTHORIZING THE LEVY OF TAXES**  
**FOR CONSERVATION FUTURES PURPOSES FOR 2021**

**WHEREAS**, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

**WHEREAS**, the County Council has approved a budget for the 2021-2022 biennium, including all sources of revenues and anticipated expenditures on November 24, 2020; and,

**WHEREAS**, the County Council has determined it is not necessary to increase the Conservation Futures Fund property tax levy for 2021; and,

**WHEREAS**, the County Council held a public hearing regarding the county biennial budget which included property taxes, and other revenues;

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED** by the Whatcom County Council that amounts collected through the County Conservation Futures levy shall be limited to the amount of 2020 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase, in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, is hereby authorized for the 2021 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

( ) APPROVED ( ) NOT APPROVED

C. Quinn via email 10/30/2020  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Singh Sidhu Executive

Date:



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-513

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<b>File ID:</b>	AB2020-513	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/30/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Ordinance authorizing the Levy of Taxes for road purposes for 2021

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance adopts the Whatcom County 2021 tax levy for road purposes

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Proposed Ordinance

**ORDINANCE NO. \_\_\_\_\_**  
**ORDINANCE AUTHORIZING THE LEVY OF 2021**  
**PROPERTY TAXES FOR COUNTY ROAD PURPOSES**

**WHEREAS**, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the Budget; and,

**WHEREAS**, the County Council has approved a budget for the 2021-2022 biennium, including all sources of revenues and anticipated expenditures on November 24, 2020; and,

**WHEREAS**, the County Council has determined it is not necessary to increase the Road Fund property tax levy for 2021; and,

**WHEREAS**, the County Council held a public hearing regarding the county biennial budget which included property tax revenues, and other revenues;

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED** by the Whatcom County Council that the amounts collected through the County Road levy shall be limited to the amount of 2020 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property is hereby authorized for the 2021 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

**BE IT FURTHER ORDAINED AND ESTABLISHED**, that the Whatcom County Council does hereby authorize diverting \$806,530 of the County Road District levy for the budget year 2021 to the General Fund. Diverted County Road Taxes are to be used for traffic law enforcement in the unincorporated areas of Whatcom County.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

( ) APPROVED    ( ) NOT APPROVED

\_\_\_\_\_  
C. Quinn per email 10/30/2020  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Singh Sidhu, Executive

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



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-514

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<b>File ID:</b>	AB2020-514	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/30/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Resolution (FCZDBS) Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Resolution authorizing the levy of taxes for the Whatcom County Flood Control Zone District for 2021  
(Whatcom County Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution authorizing the levy of taxes for the Whatcom County Flood Control Zone District for 2021

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Proposed Resolution

**PROPOSED BY:** Executive  
**INTRODUCTION DATE:** November 10, 2020

**RESOLUTION NO. \_\_\_\_\_**  
**RESOLUTION AUTHORIZING THE LEVY OF TAXES**  
**FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT FOR 2021**

**WHEREAS**, RCW 86.15.160(3) authorizes the Board of Supervisors of the Whatcom County Flood Control Zone District (WCFCZD) to impose an ad valorem property tax levy of up to fifty cents per thousand dollars of assessed value upon real property within the district; and

**WHEREAS**, the Board of Supervisors of the WCFCZD has reviewed the proposed annual budget, including all sources of revenues and anticipated expenditures; and,

**WHEREAS**, the annual budget provides detailed listings of various revenues including property taxes; and,

**WHEREAS**, the WCFCZD Board of Supervisors has held a public hearing concerning the annual budget, the property tax rates, and revenues included therein.

**NOW, THEREFORE, BE IT RESOLVED by the WCFCZD Board of Supervisors** that amounts collected through the WCFCZD levy shall be limited to the amount of 2020 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase, in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, is hereby authorized for the 2021 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY FLOOD CONTROL  
ZONE DISTRICT BOARD OF SUPERVISORS  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, District Chair

APPROVED AS TO FORM:

C. Quinn via email 10/30/2020  
Civil Deputy Prosecutor





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-504

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<b>File ID:</b>	AB2020-504	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	10/29/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto:mcaldwel@co.whatcom.wa.us)

### TITLE FOR AGENDA ITEM:

Ordinance in the matter of the adoption of the final budget of Whatcom County for the Biennium 2021-2022

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This proposed ordinance adopts the Whatcom County 2021-2022 budget, places restrictions on certain expenditures, authorized actions, and sets expectations.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

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**Attachments:** Ordinance - 2021-2022 WC Budget, Exhibit B Capital Appropriations, Exhibit C Position Control

PROPOSED BY: County Executive

DATE: November 10, 2020

**ORDINANCE NO. \_\_\_\_\_**  
**IN THE MATTER OF THE ADOPTION OF THE FINAL BUDGET OF**  
**WHATCOM COUNTY FOR THE BIENNIUM 2021-2022**

**WHEREAS**, pursuant to and in conformity with the provisions of the Whatcom County Home Rule Charter, Section 6.10, relating to the County budget process, the Whatcom County Executive did complete and place on file a Preliminary Budget for Whatcom County for the biennium 2021-2022; and,

**WHEREAS**, following the completion of the Preliminary Budget, which was presented to the Council on October 16, 2020, a notice was published in the County's official newspaper; and,

**WHEREAS**, several meetings of the Council's Committee of the Whole took place in the ensuing weeks to analyze the amounts set forth for each department in the budget and to make recommendations for changes; and

**WHEREAS**, the County Council has analyzed the amounts set forth in the budget in reference to deciding whether the amounts were proper and necessary amounts to be used by the various departments of Whatcom County for the biennium 2021-2022; and

**WHEREAS**, notice was published in the County's official newspaper that the Council would have a hearing to further consider the Preliminary Budget as presented by the Executive and the recommended changes from the Council's Committee of the Whole, together with the Council's proposed restrictions on the expenditure of certain appropriations, and said public hearing took place.

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council:

**Section I. Adoption of Budget**

The amounts set forth below are adopted as the Whatcom County Budget for the biennium 2021-2022:

**FUND/DEPT.**

<b>GENERAL FUND</b>	<b>2021 Appropriation</b>	<b>2022 Appropriation</b>
Assessor	3,498,852	3,516,691
Auditor	1,326,551	1,348,960
Council		
Council	1,543,420	1,560,176
Hearing Examiner	217,611	217,981
Executive		
Executive	865,581	873,345
Non-Departmental	11,881,852	13,495,480
Planning & Development	5,756,829	5,826,648
Treasurer	1,621,639	1,641,611
Sheriff	17,888,345	18,268,712
District Court		
District Court	2,769,676	2,801,166
District Court Probation	2,362,655	2,382,341
Prosecuting Attorney	7,466,953	7,163,118
Public Defender	4,686,431	4,763,945
Superior Court		
Superior Court Administration	3,569,741	3,588,571
County Clerk	2,614,453	2,645,190
Juvenile Administration	5,298,266	5,357,748
Extension	559,874	561,383
Parks and Recreation	4,523,557	4,571,892
Public Health	15,478,026	14,918,873
<b>TOTAL GENERAL FUND</b>	<b>93,930,312</b>	<b>95,503,831</b>

**FUND/DEPT - Continued**

<b>Fund No.</b>	<b>OTHER FUNDS</b>	<b>2021 Appropriation</b>	<b>2022 Appropriation</b>
108	County Road	28,425,292	27,445,964
109	Election Reserves	1,405,796	1,464,329
114	Veterans Relief	391,184	393,315
118	Whatcom County Jail	16,454,331	16,623,293
121	Low-Income Housing Projects	260,000	260,000
122	Homeless Housing	4,778,230	4,286,491
123	Stormwater	1,734,334	1,330,256
124	Behavioral Health Programs	5,944,101	5,960,101
126	Parks Special Revenue	100,000	100,000
127	Mental Health & Developmental	723,493	727,522
128	Swift Creek Sediment Management	300,000	300,000
129	Affordable & Supportive Housing	500,000	500,000
130	Countywide Emergency Medical Srvcs	12,923,415	13,166,083
132	Lake Whatcom Stormwater Utility	817,555	820,987
135	WC Trial Court Improvement	45,870	45,870
140	Solid Waste	2,163,608	2,186,471
141	WC Convention Center	741,000	741,000
142	Victim Witness	250,078	255,516
154	Road Improve #1	34,192	35,092
155	Road Improve #2	2,388	2,488
159	Road Improve #7	3,708	3,808
165	WC Drug Fund	230,000	209,000
166	Auditor's O&M	262,937	181,512
167	Emergency Management	1,058,658	1,029,333
175	Conservation Futures	451,999	457,346
245	2010 Ltd Tax GO & Refund Bond	238,275	235,775
324	REET II	417,713	498,425
326	REET I	624,875	445,411
332	Public Utilities Improvement	1,134,352	130,000
444	Ferry System	3,540,632	3,559,921
501	ER&R	18,140,990	16,342,303
507	Administrative Services	<u>22,096,856</u>	<u>22,583,995</u>
	<b>Total Other Funds</b>	<b><u>126,195,862</u></b>	<b><u>122,321,607</u></b>

## **Section II. Provisions Restricting Expenditures, Authorizing Actions, and Setting Expectations.**

Pursuant to Section 6.60 of the Whatcom County Home Rule Charter, the following provisions restricting the expenditure of certain appropriations are enacted for the 2021-2022 biennium. These provisions are an integral part of the official budget of Whatcom County and shall be published therewith, and are adopted as the Whatcom County Budget for the 2021-2022 biennium:

(A) This department/fund level appropriation is based upon the backup detail budget, as attached, and as contained in the document titled Whatcom County 2021-2022 Budget, Exhibit A (although labeled as Exhibit A to this ordinance, it is not attached herewith; rather it is kept on permanent file in the Whatcom County Council Office). Authorized positions are listed in attached Exhibit C. Authorized Personnel positions cannot be increased during the biennium except by approval of the County Council. Positions approved at less than a full-time equivalent may be increased subject to the availability of funds and the consent of the County Executive, but shall not be considered a permanent change in authorized levels. The monies allocated to Salaries and Wages, Personnel Benefits, and Capital Outlay can be transferred only with the prior approval of the County Executive.

(B) For purposes of purchasing and award, all assets, projects, and improvements included in capital appropriations shall be considered adopted by a capital budget appropriation ordinance and shall be administered pursuant to WCC Chapter 3.08.100 A.(2) and A.(3) using the process prescribed for capital budget appropriation ordinance. Capital items included in this budget ordinance are listed in the attached Exhibit B Capital Appropriations. Capital appropriations adopted in this ordinance lapse at the end of the fiscal year except as provided in WCC 3.02.050 Budgeting - Continuing appropriation. Contracts for good and services on individual items or projects listed in Exhibit B may be exceeded by up to 10% provided capital expenditures in total do not exceed capital appropriation adopted for each department of the general fund or for each fund for other county funds. The Public Works Director may make substitutions for individually listed vehicles and equipment provided the vehicles and equipment substituted meet established replacement criteria and are similar purpose type and size as the original asset identified in Exhibit B.

(C) Appropriation authority for any budgeted personnel position that becomes vacant during 2021-2022 shall continue unless the Council by motion identifies the position as one in need of review.

(D) Administration of the budget is the responsibility of the County Executive and therefore the County Executive is authorized to manage County budgets. To improve efficiency and flexibility for managers of multiple departments, the County Executive is authorized to transfer appropriation authority within the following groups of departments:

- Council - Hearing Examiner
- District Court - District Court Probation
- Superior Court, County Clerk, and Juvenile Court Administration

The County Executive may transfer appropriation authority between other departments within the General Fund only if authorized by the County Council. The Council will receive a quarterly report of all transfers.

(E) \$1,000,000 of the adopted Undesignated Ending Fund Balance as provided for in this ordinance shall be maintained in a Rainy Day Reserve Account, and such monies shall only be

appropriated upon a two-thirds affirmative vote of the entire County Council. In administering this Rainy Day Reserve Fund:

- (1) The County Treasurer shall be empowered to use the Rainy Day Reserve Fund to manage the cash flow needs of all County Funds by making short-term loans (less than six months) without interest, and without the need to get Council/Executive permissions.
- (2) Longer term loans (more than six months) can be made to other funds, but only with County Council approval.
- (3) Any investment income earned as a result of the Rainy Day Reserve Fund shall be credited to the General Fund general revenues.

(F) The County Treasurer shall be empowered to use the Road Fund to manage the cash flow needs of all County Road Project Funds by making short-term loans (up to two years) without interest, and without the need to get Council/Executive permissions.

(G) Expenditure authority granted in this ordinance is based on revenue projections contained in Exhibit A. If it is evident that a department's revenues will fall short of the department's budgeted revenues in any calendar year, the department head will submit a plan to the County Executive to reduce departmental expenditures sufficient to offset the revenue shortfall within the same calendar year.

(H) Grant and restricted revenue shall be used first to pay for all eligible expenditures before any unrestricted General Fund general revenue is used as local funding for eligible expenditures.

(I) The one dollar surcharge authorized in RCW 36.22.170 (1)(a) may be used to fund Auditor recording fees charged to other General Fund departments and not funded by another revenue source. In addition, the surcharge may also be used to fund the General Fund land records geographical information system project.

**BE IT FURTHER ORDAINED**, to authorize the County Council staff to make such clerical, scriveners, or mathematical changes necessary to correct inadvertent errors that may have occurred.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of Council

\_\_\_\_\_  
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: \_\_\_\_\_

## Exhibit B

### Capital Appropriations 2021-2022 Budget

Department		ASR		Budget	
	Fund	Base Budget	Capital Description	Year	Cost
General Government Equipment and Software					
Sheriff	Drug Fund	6290	Replacement of Three Canines	2021	\$ 43,000
AS Info Services	Auditor O&M	6246	Lifecycle Replacement-Auditor Recording Servers	2021	\$ 35,000
Sheriff - Corrections	Jail Fund	6275	Electronic Health Records	2021	\$ 55,000
Sheriff	Drug Fund	6290	Replacement of Three Canines	2022	\$ 22,000
AS Info Services	General Fund	6245	Lifecycle Replacement-Assessor/Treasurer Servers	2022	\$ 187,550
AS Info Services	Admin Services	6236	CivicPlus Website Platform Upgrade & Redesign	2022	\$ 80,000
Total					<u>\$ 422,550</u>
General Government Facilities Improvements					
Facilities	REET I	Base Bgt	Interior Painting	2021	\$ 50,000
Facilities	REET I	Base Bgt	Carpet Replacement	2021	\$ 65,000
Facilities	REET I	6207	Williamson Way Siemens Programming	2021	\$ 13,000
Facilities	REET I	Base Bgt	Asphalt Patching/Sidewalk Repairs	2021	\$ 50,000
Facilities	REET I	6206	ADA Compliance	2021	\$ 40,000
Facilities	REET I	6272	Roof Replacement Project - Main Central Shop	2021	\$ 247,875
Facilities	REET I	Base Bgt	Interior Painting	2022	\$ 50,000
Facilities	REET I	Base Bgt	Carpet Replacement	2022	\$ 65,000
Facilities	REET I	Base Bgt	Asphalt Patching/Sidewalk Repairs	2022	\$ 50,000
Facilities	REET I	6206	ADA Compliance	2022	\$ 40,000
Facilities	EDI	6374	EWRRC Boiler Replacement	2022	\$ 130,000
Total					<u>\$ 800,875</u>

## Exhibit B

### Capital Appropriations 2021-2022 Budget

Department	Fund	ASR		Capital Description	Budget	
		Base Budget			Year	Cost
				<b>Parks Improvements</b>		
Parks	REET II	6380		Nugent's Corner Building Demolition	2021	\$ 67,713
Parks	REET I	6385		Parks Admin - HVAC Replacement/Upgrade	2022	\$ 81,411
Parks	REET II	6382		Lighthouse Marine Park Siding & Roofing	2022	\$ 168,350
Parks	REET II	6384		Stimpson Family Nature Res Parking Lot Improve.	2022	\$ 80,075
Total						<u>\$ 397,549</u>
				<b>Public Works Maintenance &amp; Operations</b>		
Public Works	Road	6146		Maintenance on Metal Storage Bldg	2021	\$ 25,000
Public Works	Road	6147		Concrete Pad for Offloaded Sanders	2021	\$ 30,000
Public Works	Road	6151		NE Truck Shed Repairs (I-Beam)	2021	\$ 25,000
Public Works	Road	6281		Removal & Replacement of CRS Road Oil Tanks	2021	\$ 236,500
Public Works	Road	6286		Office Window/Air Conditioner Replacements	2021	\$ 49,000
Total						<u>\$ 365,500</u>



**Exhibit B**  
Capital Appropriations  
2021-2022 Budget

744

Dept/Div	Fund	Description of Assets to be Purchased	Budget		Assets Being Replaced		Replaced Equip #
			Year	Cost		Year	
Equipment Rental and Revolving Fund Vehicle & Equip Replacement and Additions							
Assessor	ER&R	Passenger Vehicle- Hybrid	2021	\$ 44,000	Ford Taurus sedan	2000	52
Corrections	ER&R	Van	2021	\$ 44,000	Ford E350 1 ton van	2006	8024
Corrections	ER&R	SUV- 4x4	2021	\$ 48,000	Ford Expedition 4x4 SUV	2006	901
Corrections	ER&R	Van	2021	\$ 44,000	Ford E350 1 ton van	2004	995
Health	ER&R	SUV- 4x4	2021	\$ 44,000	Chevy Trailblazer 4x4 SUV	2005	60
Health	ER&R	Passenger Vehicle- Hybrid	2021	\$ 44,000	Toyota Prius hybrid sedan	2002	67
Road-Engineering	ER&R	Utility Box for Bridge Inspection Pickup (ASR 6410/6218)	2021	\$ 12,500	Chevy Silverado 2500 3/4 ton ext cab 4x4 pickup	2005	106
Road-Engineering	ER&R	Van	2021	\$ 44,000	Ford Freestar van	2006	146
Road-Engineering	ER&R	SUV- 4x4	2021	\$ 44,000	Ford Escape 4x4 SUV	2014	165
Road-Engineering	ER&R	1/2 Ton 4x4 Pickup	2021	\$ 44,000	Dodge Ram 1500 1/2 ton 4x4 pickup	2014	166
ER&R	ER&R	1 Ton 4x4 Pickup with Service Body	2021	\$ 145,000	Ford F350 XL 1 ton 4x4 pickup with service body	2001	188
ER&R	ER&R	Vehicle Lifts	2021	\$ 24,000	Challenger 27000 Vehicle Lifts	1997	724
ER&R	ER&R	Van	2021	\$ 44,000	Ford E350 1 ton van	1999	943
ER&R	ER&R	100 Ton Press	2021	\$ 20,000	100 ton press	1990	BC7645
ER&R	ER&R	Lathe	2021	\$ 25,000	Lathe	1990	BC7650
Road-M&O	ER&R	1/2 Ton 4x4 Pickup	2021	\$ 53,000	Chevy 1500 1/2 ton 4x4 pickup	2012	155
Road-M&O	ER&R	1 Ton 4x4 Pickup	2021	\$ 65,000	Ford F350 1 ton XL 4x4 pickup	2004	209
Road-M&O	ER&R	6 wheeler Blade Truck	2021	\$ 375,000	Kenworth T800 blade truck	2002	228
Road-M&O	ER&R	Paint Striper (ASR 6365/6411)	2021	\$ 750,000	GMC T8500 paint stirper	2001	309
Road-M&O	ER&R	Rubber Tired Ditch Digging Machine w/tandem rear axle (ASR 6408/6157)	2021	\$ 475,000	Graddall XL3100 4x2 w/ single rear axle	2008	313
Road-M&O	ER&R	Roadside Mowing Tractor	2021	\$ 150,000	Case 5140 tractor	1991	322
Road-M&O	ER&R	Loader	2021	\$ 290,000	Cat 962G II loader	2003	335
Road-M&O	ER&R	Roadside Sweeping Broom	2021	\$ 320,000	Schwarze A7000 broom	2014	353
Road-M&O	ER&R	1500 Gal Oil Distributor (ASR 6406/6155)	2021	\$ 310,000	Brentwood pup trailer	2000	315
					Brentwood pup trailer	2000	316
					Hamm 3412 vibratory roller	2004	423
					American sidecast snow plow	1990	475
Road-M&O	ER&R	Roller	2021	\$ 75,000	Beuthling B400 roller	1993	436
Road-M&O	ER&R	Compressor	2021	\$ 30,000	Sullair trailer mounted compressor	2003	453
Road-M&O	ER&R	Sander	2021	\$ 32,000	Hiway E20500 sander	2003	454
Road-M&O	ER&R	Crack Sealer	2021	\$ 80,000	Cimline Magma 230 crack sealer	2001	482
Road-M&O	ER&R	Work Skiff Boat with Trailer	2021	\$ 80,000	Utility skiff boat with trailer	1998	490
Road-M&O	ER&R	Roadside Mower	2021	\$ 100,000	Tiger rotary mower	1986	509
PDS	ER&R	1/4 Ton 4x4 Pickup	2021	\$ 44,000	Chevy Colorado 1/4 ton crewcab 4x4 pickup	2008	15
Parks	ER&R	1 Ton Supercab & Chassis Pickup with Workboxes	2021	\$ 85,000	Ford F350 1 ton supercab & chassis pickup w/ workboxes	2008	886
Sheriff	ER&R	Patrol Vehicle	2021	\$ 52,000	Ford PUV AWD	2014	6226
Sheriff	ER&R	Patrol Vehicle	2021	\$ 52,000	Ford Crown Victoria Police Interceptor	2009	6211
Sheriff	ER&R	Patrol Vehicle	2021	\$ 52,000	Ford Crown Victoria Police Interceptor	2011	6221
Sheriff	ER&R	Patrol Vehicle	2021	\$ 52,000	Ford Crown Victoria Police Interceptor	2011	6222
Sheriff	ER&R	Motorcycle	2021	\$ 45,000	BMW R12RTP/1170CC Motorcycle	2014	980

**Exhibit B**  
Capital Appropriations  
2021-2022 Budget

Dept/Div	Fund	Description of Assets to be Purchased	Budget Year	Cost	Assets Being Replaced	Year	Replaced Equip #
Equipment Rental and Revolving Fund Vehicle & Equip Replacement and Additions							
ER&R	ER&R	Make Ready Intrafund Capital	2021	\$ 250,000			
Total				<u>\$ 4,487,500</u>			
Assessor	ER&R	Passenger Vehicle- Hybrid	2022	\$ 48,000	Toyota Prius hybrid sedan	2005	28
Corrections	ER&R	Van	2022	\$ 48,000	Ford E350 1 ton van	2006	8025
AS-Facilities	ER&R	Van	2022	\$ 48,000	Ford Aerostar van	1993	47
Health	ER&R	Passenger Vehicle- hybrid	2022	\$ 48,000	Toyota Prius hybrid sedan	2005	59
Health	ER&R	Passenger Vehicle- hybrid	2022	\$ 48,000	Toyota Prius hybrid sedan	2004	84
Engineering	ER&R	1/2 ton 4x4 pickup	2022	\$ 48,000	Ford F150 1/2 ton crewcab 4x4 pickup	2007	170
Road-M&O	ER&R	1/2 ton 4x4 pickup	2022	\$ 55,000	Dodge Ram 1500 1/2 ton crewcab 4x4 pickup	2014	105
Road-M&O	ER&R	1/2 ton 4x4 pickup	2022	\$ 55,000	Dodge Ram 1500 1/2 ton crewcab 4x4 pickup	2014	110
Road-M&O	ER&R	1/2 ton 4x4 pickup	2022	\$ 55,000	Dodge Ram 1500 1/2 ton crewcab 4x4 pickup	2014	111
Road-M&O	ER&R	1/2 ton 4x4 pickup	2022	\$ 55,000	Dodge Ram 1500 1/2 ton crewcab 4x4 pickup	2014	168
Road-M&O	ER&R	Excavator	2022	\$ 230,000	Kobelco 760B excavator	2005	305
Road-M&O	ER&R	1.5 Yard Wheel Loader (ASR 6163/6409)	2022	\$ 150,000	Fermec 760B backhoe	2000	323
Road-M&O	ER&R	Roadside Mowing Tractor	2022	\$ 150,000	New Holland TS110A tractor	2006	326
Road-M&O	ER&R	Loader	2022	\$ 290,000	Komatsu WA430 loader	2007	336
Road-M&O	ER&R	Rubber-tired Ditch Digging Machine	2022	\$ 425,000	Gradall XL3100	2009	352
Road-M&O	ER&R	Water Tank- 3000 gallon	2022	\$ 40,000	Norstar 3000 gallon water tank	2001	368
Road-M&O	ER&R	Hydro mulcher	2022	\$ 90,000	Bowie hydromulcher 800/1100	2002	369
Road-M&O	ER&R	Compactor	2022	\$ 100,000	Sheeps foot compactor	1962	442
Road-M&O	ER&R	Loader	2022	\$ 210,000	Cat 953 track loader	1989	504
Road-M&O	ER&R	Roadside Mowing Mower	2022	\$ 100,000	Diamond flail mower	2006	526
Road-M&O	ER&R	Loader-mounted Snow Blower Attachment (ASR 6158/6407)	2022	\$ 154,000	Snow plow	1990	580
					V Snow plow	1990	583
					V Snow plow	1990	584
					V Snow plow	1990	585
					V Snow plow	1990	588
					Snow plow	1980	596
PDS	ER&R	SUV- 4x4	2022	\$ 48,000	Ford Escape 4x4 SUV	2007	13
PDS	ER&R	1/4 ton 4x4 pickup	2022	\$ 48,000	Toyota Tacoma 1/4 ton crewcab 4x4 pickup	2014	19
Parks	ER&R	Backhoe	2022	\$ 150,000	New Holland B95 backhoe	2006	815
Sheriff	ER&R	1 ton 4x4 Pickup	2022	\$ 54,000	Chevy Silverado 3500 1 ton crewcab 4x4 pickup	2014	6014
Sheriff	ER&R	Patrol Vehicle	2022	\$ 58,000	Ford PUV AWD	2014	6224
Sheriff	ER&R	Patrol Vehicle	2022	\$ 58,000	Ford PUV AWD	2014	6225
Sheriff	ER&R	Patrol Vehicle	2022	\$ 58,000	Ford PUV AWD	2014	6227
Sheriff	ER&R	Patrol Vehicle	2022	\$ 58,000	Dodge Charger	2014	6228
ER&R	ER&R	Make Ready Intrafund Capital	2022	\$ 250,000			
Total				<u>\$ 3,229,000</u>			

**Exhibit B**  
Capital Appropriations  
2021-2022 Budget

Department	Fund	Road Proj #	Project Title	Year	Cost
<b>Road Capital Program</b>					
Public Works	Road Fund	919005	Samish Way/Galbraith Lane	2021	\$ 60,000
Public Works	Road Fund	919018	Birch Bay Lynden Rd., Enterprise Rd. to Rathbone Rd.	2021	\$ 1,150,000
Public Works	Road Fund	906001	Birch Bay Lynden Rd. & Blaine Rd.	2021	\$ 400,000
Public Works	Road Fund	918019	Smith Road & Northwest Drive	2021	\$ 25,000
Public Works	Road Fund	920016	Chief Martin Road, Cagney Road to Kwina Road	2021	\$ 200,000
Public Works	Road Fund	914001	Slater Road & Northwest Drive	2021	\$ 5,000
Public Works	Road Fund	916002	Horton Road, Northwest Drive to Aldrich Road	2021	\$ 10,000
Public Works	Road Fund	910002	Point Roberts Transportation Improvements	2021	\$ 150,000
Public Works	Road Fund	916007	Hemmi Road Flood Mitigation	2021	\$ 1,450,000
Public Works	Road Fund	915014	Innis Creek Road	2021	\$ 10,000
Public Works	Road Fund	921001	Birch Bay Drive, Jackson Road to Shintaffer Road	2021	\$ 15,000
Public Works	Road Fund	921002	Marine Drive II, Alderwood Avenue to Bridge No. 172	2021	\$ 15,000
Public Works	Road Fund	915013	Turkington Road/Jones Creek	2021	\$ 55,000
Public Works	Road Fund	921003	Truck Road, 2020 Flood Damage Repair	2021	\$ 100,000
Public Works	Road Fund	919002	Abbott Road/Levee Improvements	2021	\$ 150,000
Public Works	Road Fund	919001	Ferndale Road/Levee Improvements	2021	\$ 50,000
Public Works	Road Fund	921004	Lake Louise, Austin Street to Lake Whatcom Boulevard	2021	\$ 25,000
Public Works	Road Fund	921005	Austin Street, Lake Louise Street to Cable Street	2021	\$ 25,000
Public Works	Road Fund	921019	Lakeway Drive Corridor Improvements	2021	\$ 50,000
Public Works	Road Fund	921006	Small Area Paving, Various locations	2021	\$ 250,000
Public Works	Road Fund	921007	South Pass Road, 2020 Flood Damage Repair	2021	\$ 25,000
Public Works	Road Fund	917004	Jackson Road/Terrell Creek Bridge No. 81	2021	\$ 250,000
Public Works	Road Fund	920003	Goshen Road/Anderson Creek Bridge No. 248	2021	\$ 220,000
Public Works	Road Fund	919006	Mosquito Lake Road/Hutchinson Creek Tributary	2021	\$ 560,000
Public Works	Road Fund	919007	North Fork Road/Kenney Creek	2021	\$ 270,000
Public Works	Road Fund	920004	Truck Road Fish Passage	2021	\$ 330,000
Public Works	Road Fund	921008	Deal Road, Fish Passage	2021	\$ 80,000
Public Works	Road Fund	919008	Replacement of Whatcom Chief & Terminal Modification	2021	\$ 300,000
Public Works	Road Fund	919021	Gooseberry Pt. Terminal Preservation Project	2021	\$ 800,000
Public Works	Road Fund	914015	Lummi Island Breakwater Replacement	2021	\$ 2,050,000
Public Works	Road Fund	919009	Relocation of Gooseberry Terminal	2021	\$ 50,000
<b>Road Fund Total</b>					<b>\$ 9,130,000</b>

# EXHIBIT C - POSITION CONTROL CHANGES

	Adopted 2020 Totals	2019-2020 Changes	2020 Amended	2020 to 2021 Changes	2021 Totals	2022 Totals	Unfunded Positions Incl'd in Totals
<b>ADMINISTRATIVE SERVICES</b>							
<b><u>Administration</u></b>							
Director - Administrative Services	0.00	0.5	0.50		0.50	0.50	
Administrative Services Coordinator	1.00		1.00		1.00	1.00	
Admin Secretary/Grant Coordinator	0.50		0.50		0.50	0.50	
	1.50	0.50	2.00	0.00	2.00	2.00	0.00
<b><u>Finance</u></b>							
Finance Manager	1.00		1.00		1.00	1.00	
Associate Manager	1.00		1.00		1.00	1.00	
Budget Analyst	2.00		2.00		2.00	2.00	
Accountant	1.00		1.00		1.00	1.00	
Financial Accountant	3.00		3.00		3.00	3.00	
Office Coordinator	1.00		1.00		1.00	1.00	1.00
Payroll Supervisor	1.00		1.00		1.00	1.00	
Payroll Benefits Specialist	1.00		1.00		1.00	1.00	
Purchasing Coordinator	1.00		1.00		1.00	1.00	
	12.00	0.00	12.00	0.00	12.00	12.00	1.00
<b><u>Facilities Management</u></b>							
Project & Operations Manager	1.00		1.00		1.00	1.00	
Associate Manager	0.00	1.00	1.00		1.00	1.00	
Facilities Assistant	1.00		1.00		1.00	1.00	
Special Projects Manager	2.00	(1.00)	1.00		1.00	1.00	
Clerk/Receptionist	1.00		1.00		1.00	1.00	
Clerk IV	1.00		1.00		1.00	1.00	
Facilities Technical Specialist	3.00	1.00	4.00		4.00	4.00	
Facilities Maintenance Lead	1.00		1.00		1.00	1.00	
Facilities Maintenance Technician	4.00		4.00		4.00	4.00	
Facilities Technica Apprentice	2.00	(1.00)	1.00		1.00	1.00	
Custodial Coordinator	1.00		1.00		1.00	1.00	
Custodian	6.00		6.00		6.00	6.00	
	23.00	0.00	23.00	0.00	23.00	23.00	0.00
<b><u>Information Technology</u></b>							
Information Technology Manager	1.00		1.00		1.00	1.00	
Administrative Assistant	1.00		1.00		1.00	1.00	
Associate Manager	1.00		1.00		1.00	1.00	
Network Engineer	1.00		1.00		1.00	1.00	
Active Directory Administrator	1.00		1.00		1.00	1.00	
Systems Administrator	6.00		6.00		6.00	6.00	1.00
Systems Support Specialist	2.00		2.00		2.00	2.00	
Systems Analyst	2.00		2.00		2.00	2.00	1.00
Applications Supervisor	1.00		1.00		1.00	1.00	
Applications Administrator	3.00		3.00		3.00	3.00	
Applications Support Specialist	0.00	1.00	1.00		1.00	1.00	
Applications Technician	1.00	(1.00)	0.00		0.00	0.00	
GIS Administrator	2.00		2.00		2.00	2.00	
GIS Supervisor	1.00		1.00		1.00	1.00	
Records & Project Administrator	1.00		1.00		1.00	1.00	
Coordinator	1.00		1.00		1.00	1.00	
	25.00	0.00	25.00	0.00	25.00	25.00	2.00
<b><u>Human Resources</u></b>							
Human Resources Manager	1.00		1.00		1.00	1.00	

# EXHIBIT C - POSITION CONTROL CHANGES

	Adopted 2020 Totals	2019-2020 Changes	2020 Amended	2020 to 2021 Changes	2021 Totals	2022 Totals	Unfunded Positions Incl'd in Totals
Associate Manager	1.00		1.00		1.00	1.00	
Employee Relations Manager	0.00	1.00	1.00		1.00	1.00	
Special Projects Manager	1.00	(1.00)	0.00		0.00	0.00	
Human Resources Representative	4.00		4.00		4.00	4.00	
	7.00	0.00	7.00	0.00	7.00	7.00	0.00
TOTAL ADMINISTRATIVE SERVICES	68.50	0.50	69.00	0.00	69.00	69.00	3.00
<b>ASSESSOR</b>							
Assessor	1.00		1.00		1.00	1.00	
Chief Deputy	1.00		1.00		1.00	1.00	
Administrative Assistant	1.00		1.00		1.00	1.00	
Property Data Supervisor	1.00		1.00		1.00	1.00	
Property Services Manager	1.00		1.00		1.00	1.00	
Coordinator	1.00		1.00		1.00	1.00	
Program Technician	1.00		1.00		1.00	1.00	
Clerk	4.00		4.00		4.00	4.00	1.00
Clerk/Receptionist	2.00		2.00		2.00	2.00	
Personal Property Clerk	2.00		2.00		2.00	2.00	
GIS Specialist	1.00		1.00		1.00	1.00	
GIS Technician	1.00		1.00		1.00	1.00	1.00
Appraiser	13.00		13.00		13.00	13.00	
TOTAL ASSESSOR	30.00	0.00	30.00	0.00	30.00	30.00	2.00
<b>AUDITOR</b>							
Auditor	1.00		1.00		1.00	1.00	
Chief Deputy	1.00		1.00		1.00	1.00	
Records/Licensing Supervisor	1.00	(1.00)	0.00		0.00	0.00	
Licensing Supervisor	0.00	1.00	1.00		1.00	1.00	
Coordinator	1.00		1.00		1.00	1.00	
Clerk	7.50		7.50		7.50	7.50	1.00
	11.50	0.00	11.50	0.00	11.50	11.50	1.00
<b>Elections</b>							
Elections Supervisor	1.00		1.00		1.00	1.00	
Office Coordinator	1.00		1.00		1.00	1.00	
Coordinator	1.00		1.00		1.00	1.00	
Clerk	2.50		2.50		2.50	2.50	
	5.50	0.00	5.50	0.00	5.50	5.50	0.00
TOTAL AUDITOR	17.00	0.00	17.00	0.00	17.00	17.00	1.00
<b>COUNTY COUNCIL</b>							
<b>Council</b>							
Clerk of the Council	1.00		1.00		1.00	1.00	
Legislative Analyst	1.00		1.00		1.00	1.00	
Deputy Clerk	1.00	(1.00)	0.00		0.00	0.00	
Council Member	3.50		3.50		3.50	3.50	
Legislative Clerk	2.00		2.00		2.00	2.00	
Legislative Coordinator	2.00	1.00	3.00		3.00	3.00	
	10.50	0.00	10.50	0.00	10.50	10.50	0.00
<b>Hearing Examiner</b>							
Coordinator	1.00		1.00		1.00	1.00	0.00
TOTAL COUNTY COUNCIL	11.50	0.00	11.50	0.00	11.50	11.50	0.00
<b>COUNTY EXECUTIVE</b>							
County Executive	1.00		1.00		1.00	1.00	
Deputy Executive	1.00	(1.00)	0.00		0.00	0.00	

<b>EXHIBIT C - POSITION CONTROL CHANGES</b>							
	Adopted 2020 Totals	2019-2020 Changes	2020 Amended	2020 to 2021 Changes	2021 Totals	2022 Totals	Unfunded Positions Incl'd in Totals
Director - Administrative Services	0.00	0.50	0.50		0.50	0.50	
Executive Asst/Communications Coord.	1.00		1.00		1.00	1.00	
Community Outreach Facilitator	0.00	1.00	1.00		1.00	1.00	
Executive Secretary	1.00		1.00		1.00	1.00	
Admin Secretary/Grant Coordinator	0.50		0.50		0.50	0.50	
	4.50	0.50	5.00	0.00	5.00	5.00	0.00
<b>Executive - Non Departmental</b>							
<b><u>Law Library</u></b>							
Librarian	0.50	(0.50)	0.00		0.00	0.00	0.00
<b><u>Emergency Medical Services</u></b>							
Emergency Medical Services Manager	1.00		1.00		1.00	1.00	
Program Specialist	0.00	1.00	1.00		1.00	1.00	
Systems Analyst	0.00	1.00	1.00		1.00	1.00	
Systems Administrator	1.00	(1.00)	0.00		0.00	0.00	
	2.00	1.00	3.00	0.00	3.00	3.00	0.00
<b>TOTAL COUNTY EXECUTIVE</b>	<b>7.00</b>	<b>1.00</b>	<b>8.00</b>	<b>0.00</b>	<b>8.00</b>	<b>8.00</b>	<b>0.00</b>
<b>DISTRICT COURT</b>							
<b>District Court</b>							
Judge	2.00		2.00		2.00	2.00	
District Court Commissioner	1.00		1.00		1.00	1.00	
District Court Administrator	0.50		0.50		0.50	0.50	
Chief Deputy Clerk	1.00	(1.00)	0.00		0.00	0.00	
Deputy District Court Administrator	0.00	1.00	1.00		1.00	1.00	
Jury Coordinator	1.00		1.00		1.00	1.00	
Coordinator	2.00		2.00		2.00	2.00	
Financial Accountant	1.00		1.00		1.00	1.00	
Clerk	4.00		4.00		4.00	4.00	
Clerk/Receptionist	1.00		1.00		1.00	1.00	
Calendar Coordinator	2.00		2.00		2.00	2.00	
Senior Court Clerk	1.00		1.00		1.00	1.00	
Court Clerk	3.00		3.00		3.00	3.00	
	19.50	0.00	19.50	0.00	19.50	19.50	0.00
<b>District Court Probation</b>							
District Court Probation Administrator	0.50		0.50		0.50	0.50	
Probation Manager	1.00		1.00		1.00	1.00	
Lead Probation Officer	1.00		1.00		1.00	1.00	
Probation Officer	9.50	0.50	10.00		10.00	10.00	
Senior Clerk	1.00		1.00		1.00	1.00	
Clerk	2.00		2.00		2.00	2.00	
	15.00	0.50	15.50	0.00	15.50	15.50	0.00
<b>TOTAL DISTRICT COURT</b>	<b>34.50</b>	<b>0.50</b>	<b>35.00</b>	<b>0.00</b>	<b>35.00</b>	<b>35.00</b>	<b>0.00</b>
<b>HEALTH</b>							
<b><u>Health Administration</u></b>							
Health Department Director	1.00		1.00		1.00	1.00	
Health Officer	0.60		0.60		0.60	0.60	
Assistant Director	1.00		1.00		1.00	1.00	
Office Coordinator	1.00		1.00		1.00	1.00	
Contract Coordinator	1.00		1.00		1.00	1.00	
Accounting Supervisor	1.00		1.00		1.00	1.00	
Accountant	1.00		1.00		1.00	1.00	
Accounting Technician	2.00		2.00		2.00	2.00	

# EXHIBIT C - POSITION CONTROL CHANGES

	Adopted 2020 Totals	2019-2020 Changes	2020 Amended	2020 to 2021 Changes	2021 Totals	2022 Totals	Unfunded Positions Incl'd in Totals
Account Clerk	1.00		1.00		1.00	1.00	
Health Info & Assessment Supervisor	1.00		1.00		1.00	1.00	
Data Applications Specialist	1.00	(1.00)	0.00		0.00	0.00	
Program Special - Data Analyst	0.00	1.00	1.00		1.00	1.00	
Program Specialist	5.00		5.00		5.00	5.00	
Administrative Supervisor	1.00		1.00		1.00	1.00	
Clerk	7.00		7.00		7.00	7.00	
Coordinator	2.00		2.00		2.00	2.00	
	26.60	0.00	26.60	0.00	26.60	26.60	0.00
<b><u>Human Services</u></b>							
Human Services Manager	1.00		1.00		1.00	1.00	
Human Services Supervisor	2.00		2.00		2.00	2.00	
Program Specialist	6.00	1.00	7.00		7.00	7.00	
Mental Health Court Program Manager	1.00		1.00		1.00	1.00	
Community Health Specialist	4.00	(1.00)	3.00		3.00	3.00	1.00
	14.00	0.00	14.00	0.00	14.00	14.00	1.00
<b><u>Environmental Health</u></b>							
Environmental Health Services Manager	1.00		1.00		1.00	1.00	
Environmental Health Supervisor	3.00		3.00		3.00	3.00	
Environmental Health Specialist	15.00	0.50	15.50		15.50	15.50	
	19.00	0.50	19.50	0.00	19.50	19.50	0.00
<b><u>Communicable Disease &amp; Epidemiology</u></b>							
Communicable Disease & Epidemiology Mgr	1.00		1.00		1.00	1.00	
Public Health Nurse Supervisor	2.00	(1.00)	1.00		1.00	1.00	
Public Health Nurse	8.00	3.00	11.00		11.00	11.00	
Special Projects Manager	0.00	1.00	1.00		1.00	1.00	
Program Specialist	0.00	1.00	1.00		1.00	1.00	
Environmental Health Specialist	1.00	(0.50)	0.50		0.50	0.50	
	12.00	3.50	15.50	0.00	15.50	15.50	0.00
<b><u>Community Health</u></b>							
Community Health Manager	1.00		1.00		1.00	1.00	
Public Health Nurse Supervisor	1.00		1.00		1.00	1.00	
Public Health Nurse	4.00		4.00		4.00	4.00	
Community Nutrition Specialist	1.00		1.00		1.00	1.00	
Social Worker	1.00	(1.00)	0.00		0.00	0.00	
Program Specialist	1.00	1.00	2.00		2.00	2.00	
Community Health Specialist	2.00	1.00	3.00		3.00	3.00	
	11.00	1.00	12.00	0.00	12.00	12.00	0.00
<b>TOTAL HEALTH</b>	<b>82.60</b>	<b>5.00</b>	<b>87.60</b>	<b>0.00</b>	<b>87.60</b>	<b>87.60</b>	<b>1.00</b>
<b>PARKS &amp; RECREATION</b>							
<b><u>Administration</u></b>							
Director	1.00		1.00		1.00	1.00	
Administrative Supervisor	1.00		1.00		1.00	1.00	
Accountant	1.00		1.00		1.00	1.00	
Clerk	2.00		2.00		2.00	2.00	
	5.00	0.00	5.00	0.00	5.00	5.00	0.00
<b><u>Park Facilities</u></b>							
Park Operations Manager	1.00		1.00		1.00	1.00	
Regional Park Supervisor	3.00		3.00		3.00	3.00	
Park Ranger	3.00		3.00		3.00	3.00	
Conservation & Park Steward	1.00		1.00		1.00	1.00	

<b>EXHIBIT C - POSITION CONTROL CHANGES</b>							
	Adopted 2020 Totals	2019-2020 Changes	2020 Amended	2020 to 2021 Changes	2021 Totals	2022 Totals	Unfunded Positions Incl'd in Totals
Park Attendant	3.00		3.00		3.00	3.00	
Design & Development Supervisor	1.00		1.00		1.00	1.00	
Maintenance/Construction Supervisor	1.00		1.00		1.00	1.00	
Outside Maintenance Coordinator	2.00		2.00		2.00	2.00	
Repair Maintenance	5.00		5.00		5.00	5.00	
Maintenance Worker	1.00		1.00		1.00	1.00	
	21.00	0.00	21.00	0.00	21.00	21.00	0.00
<b>TOTAL PARKS &amp; RECREATION</b>	<b>26.00</b>	<b>0.00</b>	<b>26.00</b>	<b>0.00</b>	<b>26.00</b>	<b>26.00</b>	<b>0.00</b>
<b>PLANNING &amp; DEVELOP. SVCS.</b>							
Director	1.00		1.00		1.00	1.00	
Assistant Director	1.00		1.00		1.00	1.00	1.00
Operations Supervisor	0.00	1.00	1.00		1.00	1.00	
Administrative Supervisor	1.00	(1.00)	0.00		0.00	0.00	
Clerk/Receptionist	1.00		1.00		1.00	1.00	
Division Manager	1.00		1.00		1.00	1.00	
PDS Supervisor	1.00		1.00		1.00	1.00	
Division Secretary	1.00	(1.00)	0.00		0.00	0.00	
GIS Specialist	1.00		1.00		1.00	1.00	
Planner	25.00		25.00		25.00	25.00	
Coordinator	1.00	1.00	2.00		2.00	2.00	
Clerk	1.00		1.00		1.00	1.00	
Public Service Inspector	4.00		4.00		4.00	4.00	
Fire Inspector	3.00		3.00		3.00	3.00	
Plans Examiner	3.00		3.00		3.00	3.00	1.00
Permit Center Specialist	1.00		1.00		1.00	1.00	
Planning Technician	1.00		1.00		1.00	1.00	1.00
<b>TOTAL PLANNING &amp; DEVELOPMENT</b>	<b>47.00</b>	<b>0.00</b>	<b>47.00</b>	<b>0.00</b>	<b>47.00</b>	<b>47.00</b>	<b>3.00</b>
<b>PROSECUTING ATTORNEY</b>							
Prosecuting Attorney	1.00		1.00		1.00	1.00	
Chief Criminal Deputy	1.00		1.00		1.00	1.00	
Chief Civil Deputy	1.00		1.00		1.00	1.00	
Administrative Manager	1.00		1.00		1.00	1.00	
Assistant Chief Criminal Deputy	1.00		1.00		1.00	1.00	
Deputy	20.60	0.40	21.00		21.00	21.00	
Coordinator	1.00		1.00		1.00	1.00	
Legal Assistant	12.00	(1.00)	11.00		11.00	11.00	
Clerk/Receptionist	0.00	1.00	1.00		1.00	1.00	
Lead Victim Witness Coordinator	1.00		1.00		1.00	1.00	
Victim Witness Coordinator	3.00		3.00		3.00	3.00	
Confidential Secretary	1.00		1.00		1.00	1.00	
Paralegal	3.00		3.00		3.00	3.00	
Domestic Relations Coordinator	4.00		4.00	(2.00)	2.00	2.00	
<b>TOTAL PROSECUTING ATTORNEY</b>	<b>50.60</b>	<b>0.40</b>	<b>51.00</b>	<b>(2.00)</b>	<b>49.00</b>	<b>49.00</b>	<b>0.00</b>
<b>PUBLIC DEFENDER</b>							
Public Defender	1.00		1.00		1.00	1.00	
Chief Deputy	1.00		1.00		1.00	1.00	
Deputy	15.00	1.00	16.00		16.00	16.00	
Office Administrator	1.00		1.00		1.00	1.00	
Investigations Supervisor	1.00		1.00		1.00	1.00	
Investigator	3.00		3.00		3.00	3.00	
Behavioral Health Specialist	1.00		1.00		1.00	1.00	



# EXHIBIT C - POSITION CONTROL CHANGES

	Adopted 2020 Totals	2019-2020 Changes	2020 Amended	2020 to 2021 Changes	2021 Totals	2022 Totals	Unfunded Positions Incl'd in Totals
Legal Assistant	5.00		5.00		5.00	5.00	
Administrative Secretary	1.00		1.00		1.00	1.00	
Clerk	1.00		1.00		1.00	1.00	
Clerk/Receptionist	2.00		2.00		2.00	2.00	
<b>TOTAL PUBLIC DEFENDER</b>	<b>32.00</b>	<b>1.00</b>	<b>33.00</b>	<b>0.00</b>	<b>33.00</b>	<b>33.00</b>	<b>0.00</b>
<b>PUBLIC WORKS</b>							
<b><u>Administration/Accounting</u></b>							
Director	1.00		1.00		1.00	1.00	
Assistant Director	0.00	1.00	1.00		1.00	1.00	
Financial Services Manager	1.00		1.00		1.00	1.00	
Financial Accountant	1.00		1.00		1.00	1.00	
Accounting Technician	1.00		1.00		1.00	1.00	
Account Clerk	1.00		1.00		1.00	1.00	
Administrative Specialist	1.00		1.00		1.00	1.00	
Safety/Training Specialist	1.00		1.00		1.00	1.00	
Clerk/Receptionist	1.00		1.00		1.00	1.00	1.00
Program Specialist	1.00	1.00	2.00		2.00	2.00	
Special Programs Manager	2.00	(1.00)	1.00		1.00	1.00	
	11.00	1.00	12.00	0.00	12.00	12.00	1.00
<b><u>Engineering</u></b>							
County Engineer	0.00	1.00	1.00		1.00	1.00	
Assistant Director	1.00	(1.00)	0.00		0.00	0.00	
Administrative Secretary	1.00		1.00		1.00	1.00	
Clerk	1.00	1.00	2.00		2.00	2.00	
Records Assistant	1.00		1.00		1.00	1.00	
Engineering Manager	4.00		4.00		4.00	4.00	
Engineer	6.00	1.00	7.00		7.00	7.00	
Planner	3.00		3.00		3.00	3.00	
Clerk/Receptionist	1.00	(1.00)	0.00		0.00	0.00	
Coordinator	1.00		1.00		1.00	1.00	
Survey Technician	3.00	(1.00)	2.00		2.00	2.00	
Senior Professional Land Surveyor	1.00		1.00		1.00	1.00	
Engineering Technician	14.00	(1.00)	13.00		13.00	13.00	
	37.00	(1.00)	36.00	0.00	36.00	36.00	0.00
<b><u>NPDES</u></b>							
Natural Resource Specialist	0.00	1.00	1.00		1.00	1.00	
Engineering Technician	3.00	(1.00)	2.00		2.00	2.00	
Planner	1.00		1.00		1.00	1.00	
	4.00	0.00	4.00	0.00	4.00	4.00	0.00
<b><u>Flood Control</u></b>							
Engineering Manager	1.00		1.00		1.00	1.00	
Administrative Secretary	1.00		1.00		1.00	1.00	
Engineer	2.00	1.00	3.00		3.00	3.00	
Engineering Technician	2.00		2.00		2.00	2.00	
	6.00	1.00	7.00	0.00	7.00	7.00	0.00
<b><u>Flood - Natural Resources</u></b>							
Natural Resources Program Manager	1.00		1.00		1.00	1.00	
Division Secretary	1.00	(1.00)	0.00		0.00	0.00	
Clerk	0.00	1.00	1.00		1.00	1.00	
Program Specialist	1.00		1.00		1.00	1.00	
Planner	6.00		6.00		6.00	6.00	

# EXHIBIT C - POSITION CONTROL CHANGES

	Adopted 2020 Totals	2019-2020 Changes	2020 Amended	2020 to 2021 Changes	2021 Totals	2022 Totals	Unfunded Positions Incl'd in Totals
	9.00	0.00	9.00	0.00	9.00	9.00	0.00
<b><u>Maintenance &amp; Operations</u></b>							
M&O Superintendent	1.00		1.00		1.00	1.00	
Assistant Superintendent/M & O	2.00		2.00		2.00	2.00	
Road Crew Leader	6.00	1.00	7.00		7.00	7.00	
Sign Leader	1.00		1.00		1.00	1.00	
Heavy Equipment Operator	9.00		9.00		9.00	9.00	
Senior Road Maintenance Worker	22.00	(1.00)	21.00		21.00	21.00	
Sr Road Maintenance Worker - Sign Crew	3.00		3.00		3.00	3.00	
Sr Road Maintenance Worker - Basket Truck	1.00		1.00		1.00	1.00	
Road Maintenance Worker	18.00	2.00	20.00		20.00	20.00	
Clerk	2.50		2.50		2.50	2.50	
Administrative Secretary	1.00		1.00		1.00	1.00	
	66.50	2.00	68.50	0.00	68.50	68.50	0.00
<b><u>Noxious Weed</u></b>							
Weed Control Coordinator	1.00		1.00		1.00	1.00	
Weed Compliance Inspector	1.00		1.00		1.00	1.00	
	2.00	0.00	2.00	0.00	2.00	2.00	0.00
<b><u>Ferry</u></b>							
Coordinator	1.00		1.00		1.00	1.00	
Senior Master	1.00		1.00		1.00	1.00	
Master	1.00		1.00		1.00	1.00	
Master Engineer	1.00		1.00		1.00	1.00	
Purser/ Deckhand	3.00		3.00		3.00	3.00	
Deckhand	3.00		3.00		3.00	3.00	
Regular Relief Deckhands	3.00		3.00		3.00	3.00	
	13.00	0.00	13.00	0.00	13.00	13.00	0.00
<b><u>Stormwater &amp; BBWARM</u></b>							
Stormwater Program Manager	1.00		1.00		1.00	1.00	
Division Secretary	1.00		1.00		1.00	1.00	
Engineer	2.00		2.00		2.00	2.00	
Program Specialist (BBWARM)	1.00		1.00		1.00	1.00	
	5.00	0.00	5.00	0.00	5.00	5.00	0.00
<b><u>Equipment Services</u></b>							
Equipment Services Manager	1.00		1.00		1.00	1.00	
Shop Crew Leader	1.00		1.00		1.00	1.00	
Heavy Duty Mechanic	8.00		8.00		8.00	8.00	
Purchasing Coordinator	1.00		1.00		1.00	1.00	
Purchasing Assistant	3.00		3.00		3.00	3.00	
Clerk	0.50		0.50		0.50	0.50	
	14.50	0.00	14.50	0.00	14.50	14.50	0.00
<b>TOTAL PUBLIC WORKS</b>	<b>168.00</b>	<b>3.00</b>	<b>171.00</b>	<b>0.00</b>	<b>171.00</b>	<b>171.00</b>	<b>1.00</b>
<b>SHERIFF</b>							
Sheriff	1.00		1.00		1.00	1.00	
Undersheriff	1.00		1.00		1.00	1.00	
Chief Criminal Deputy	1.00		1.00		1.00	1.00	
Chief Civil Deputy	1.00		1.00		1.00	1.00	
Inspector	0.50		0.50		0.50	0.50	
Lieutenant	3.00		3.00		3.00	3.00	
Public Safety Communications Manager	1.00		1.00		1.00	1.00	
Crime Analyst	1.00		1.00		1.00	1.00	

# EXHIBIT C - POSITION CONTROL CHANGES

	Adopted 2020 Totals	2019-2020 Changes	2020 Amended	2020 to 2021 Changes	2021 Totals	2022 Totals	Unfunded Positions Incl'd in Totals
Community Programs Coordinator	1.00		1.00		1.00	1.00	
Senior Administrative Assistant	1.00		1.00		1.00	1.00	
Financial Accountant	1.00		1.00		1.00	1.00	
Accounting Technician	1.00		1.00		1.00	1.00	1.00
Records/ID Administrator	0.00	1.00	1.00		1.00	1.00	
Records/ID Supervisor	1.00	(1.00)	0.00		0.00	0.00	
ID Technician	5.00		5.00		5.00	5.00	
Coordinator	1.00		1.00		1.00	1.00	
Clerk	8.00		8.00		8.00	8.00	1.00
Sergeant	10.00		10.00		10.00	10.00	
Deputy	72.00		72.00		72.00	72.00	3.00
	110.50	0.00	110.50	0.00	110.50	110.50	5.00
<b><u>Bureau of Corrections</u></b>							
Chief of Corrections	1.00		1.00		1.00	1.00	
Inspector	0.50		0.50		0.50	0.50	
Lieutenant	2.00		2.00		2.00	2.00	
Corrections Sergeant	9.00		9.00	(1.00)	8.00	8.00	
Corrections Deputy	67.00		67.00		67.00	67.00	5.00
Clerk	4.00		4.00		4.00	4.00	
Coordinator	1.00		1.00		1.00	1.00	
Account Clerk	1.00		1.00		1.00	1.00	
Outside Maintenance Coordinator	6.00		6.00		6.00	6.00	
	91.50	0.00	91.50	(1.00)	90.50	90.50	5.00
<b><u>Emergency Management</u></b>							
Deputy Director	1.00		1.00		1.00	1.00	
Program Specialist	2.00		2.00		2.00	2.00	
Coordinator	1.00		1.00		1.00	1.00	
Clerk	1.00		1.00		1.00	1.00	
	5.00	0.00	5.00	0.00	5.00	5.00	0.00
TOTAL SHERIFF	207.00	0.00	207.00	(1.00)	206.00	206.00	10.00
<b>SUPERIOR COURT</b>							
<b>Superior Court Administration</b>							
Judge	4.00		4.00		4.00	4.00	
Director of Superior Court Admin.	1.00		1.00		1.00	1.00	
Superior Court Commissioner	3.00		3.00		3.00	3.00	
Court Reporter	3.00		3.00		3.00	3.00	
Judicial Assistant	4.00		4.00		4.00	4.00	
Pretrial Services Manager	0.00	1.00	1.00		1.00	1.00	
Pretrial Services Officer	0.00	1.00	1.00		1.00	1.00	
Court Facilitator	1.00		1.00		1.00	1.00	
Court Services Coordinator	1.00	(1.00)	0.00		0.00	0.00	
Therapeutic Court Coordinator	1.00		1.00		1.00	1.00	
Substance Abuse Specialist	1.70	1.00	2.70		2.70	2.70	
Court Clerk	0.00		0.00		0.00	0.00	
	19.70	2.00	21.70	0.00	21.70	21.70	0.00
<b>County Clerk</b>							
Asst SC Administrator/Chief Deputy Clerk	1.00		1.00		1.00	1.00	
Financial Accountant	1.00		1.00		1.00	1.00	
Court Clerk	13.50		13.50		13.50	13.50	1.50
Specialty Court Clerk	6.00		6.00		6.00	6.00	
Senior Court Clerk	1.00		1.00		1.00	1.00	

# EXHIBIT C - POSITION CONTROL CHANGES

	Adopted 2020 Totals	2019-2020 Changes	2020 Amended	2020 to 2021 Changes	2021 Totals	2022 Totals	Unfunded Positions Incl'd in Totals
Court Services Coordinator	0.00	1.00	1.00		1.00	1.00	
	22.50	1.00	23.50	0.00	23.50	23.50	1.50
<b>Juvenile Court Administration</b>							
Administrative Supervisor	1.00		1.00		1.00	1.00	
Assistant Administrator	1.00		1.00		1.00	1.00	
Accounting Technician	1.00		1.00		1.00	1.00	
Account Clerk	1.00		1.00		1.00	1.00	
Legal Secretary	4.00		4.00		4.00	4.00	
Probation Officer	8.00		8.00		8.00	8.00	
Detention Manager	1.00		1.00		1.00	1.00	
Juvenile Detention Officer	14.00		14.00		14.00	14.00	
CASA Volunteer Coordinator	2.00	(2.00)	0.00		0.00	0.00	
Volunteer Guardian Ad Litem Coordinator	0.00	3.00	3.00		3.00	3.00	
Dependency Guardian Ad Litem	2.00		2.00		2.00	2.00	
Lead Dependency Guardian Ad Litem	1.00		1.00		1.00	1.00	
Community Programs Coordinator	1.00		1.00		1.00	1.00	
	37.00	1.00	38.00	0.00	38.00	38.00	0.00
<b>TOTAL SUPERIOR COURT</b>	<b>79.20</b>	<b>4.00</b>	<b>83.20</b>	<b>0.00</b>	<b>83.20</b>	<b>83.20</b>	<b>1.50</b>
<b>TREASURER</b>							
Treasurer	1.00		1.00		1.00	1.00	
Chief Deputy	1.00		1.00		1.00	1.00	
Tax Specialist	1.00		1.00		1.00	1.00	
Revenue Deputy	3.00		3.00		3.00	3.00	
Operations/Accounting Specialist	1.00		1.00		1.00	1.00	
Investment Officer	1.00		1.00		1.00	1.00	
Tax Services Manager	1.00		1.00		1.00	1.00	
Accounting Technician	1.00		1.00		1.00	1.00	
Clerk	2.00		2.00		2.00	2.00	
Head Cashier	1.00		1.00		1.00	1.00	
<b>TOTAL TREASURER</b>	<b>13.00</b>	<b>0.00</b>	<b>13.00</b>	<b>0.00</b>	<b>13.00</b>	<b>13.00</b>	<b>0.00</b>
<b>WSU EXTENSION</b>							
Clerk	1.00		1.00		1.00	1.00	
Coordinator	1.00		1.00		1.00	1.00	
<b>TOTAL WSU EXTENSION</b>	<b>2.00</b>	<b>0.00</b>	<b>2.00</b>	<b>0.00</b>	<b>2.00</b>	<b>2.00</b>	<b>0.00</b>
<b>COUNTY TOTAL STAFFING</b>	<b>875.90</b>	<b>15.40</b>	<b>891.30</b>	<b>(3.00)</b>	<b>888.30</b>	<b>888.30</b>	<b>22.50</b>



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-520

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<b>File ID:</b>	AB2020-520	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	11/02/2020	<b>Entered by:</b>			
<b>Department:</b>		<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

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

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

Ordinance imposing an interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point urban growth area, the primary purpose of which would be the shipment of unrefined fossil fuels not to be processed at Cherry Point

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

Ordinance imposing an interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point urban growth area, the primary purpose of which would be the shipment of unrefined fossil fuels not to be processed at Cherry Point

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## HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
11/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

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**Attachments:** Ordinance 11.24.2020 Intro.

1 **CHANGES FROM INTERIM ORDINANCE ADOPTED**  
2 **JUNE 2, 2020, NOTED IN REDLINE/STRIKEOUT**  
3  
4

5 **PROPOSED BY: \_\_\_\_\_**  
6 **INTRODUCTION DATE: NOVEMBER 10, 2020**  
7

8 **ORDINANCE NO. \_\_\_\_\_**  
9

10 **IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF**  
11 **APPLICATIONS AND PERMITS FOR NEW OR EXPANDED FACILITIES IN THE**  
12 **CHERRY POINT URBAN GROWTH AREA THE PRIMARY PURPOSE OF WHICH WOULD**  
13 **BE THE SHIPMENT OF UNREFINED FOSSIL FUELS NOT TO BE PROCESSED AT**  
14 **CHERRY POINT**  
15

16 **WHEREAS**, on July 12, 2016, the County received a letter from Chairman Ballew of  
17 the Lummi Business Council which included the statement that they "hope that the  
18 amendments to the Comprehensive Plan not unfairly impact the current employers within  
19 Cherry Point."; and  
20

21 **WHEREAS**, the Whatcom County Council previously adopted Title 20 zoning code  
22 which regulates land use within unincorporated areas of Whatcom County; and  
23

24 **WHEREAS**, the Council adopted the Whatcom County Comprehensive Plan on May  
25 20, 1997, which contains goals, objectives and policies regarding land use compatibility and  
26 environmental considerations; and  
27

28 **WHEREAS**, the Council recently updated the Whatcom County Comprehensive Plan  
29 as required by Revised Code of Washington 36.70A; and  
30

31 **WHEREAS**, during the Comprehensive Plan review process the Council received  
32 many individual public comments on fossil fuel transshipment, transport, and transfer from  
33 Cherry Point related to the protection of the health of Whatcom County's environment,  
34 economy, and residents; and  
35

36 **WHEREAS**, the County recognizes that the existing refineries have for decades been  
37 significant shippers of refined fossil fuels such as jet fuel and calcined coke used in  
38 manufacture of aluminum while providing substantial local employment; and  
39

40 **WHEREAS**, the refining of fossil fuels at Cherry Point provides high wage jobs which  
41 could be lost if the existing refineries were converted to crude oil export facilities; and  
42

43 **WHEREAS**, the Whatcom County Council supports the development of Renewable  
44 Fuels Facilities and Transshipment Facilities within the CP District; and  
45

46 **WHEREAS**, multiple trains carrying crude oil from the Bakken formation moving  
47 through the United States and Canada have derailed and exploded causing damage to  
48 property and the environment, one derailment caused significant fatalities, which is the  
49 reason regulations must be improved; and  
50

51 **WHEREAS**, a unit train carrying Bakken crude traveling through Mosier, Oregon, on  
52 June 3, 2016, derailed and exploded causing damage to property and the Columbia River,  
53 demonstrating that recently adopted state and federal policies and corporate investment  
54 intended to reduce the risks associated with oil by rail have proven insufficient to protect  
55 communities along the rail corridor; and  
56

1       **WHEREAS**, the Washington State Department of Natural Resources has designated  
2 waters adjacent to the Cherry Point Urban Growth Area as an aquatic reserve to ensure  
3 long-term protection of this unique aquatic environment; and

4       **WHEREAS**, the United States recently lifted a ban on the export of crude oil from  
5 the country, increasing pressure on deep water ports such as Cherry Point to develop into  
6 crude export terminals; and  
7

8       **WHEREAS**, existing refineries at Cherry Point have recently increased their ability to  
9 accept crude oil by rail by constructing new rail offloading facilities to serve the refineries;  
10 and  
11

12       **WHEREAS**, existing and proposed pipeline facilities have increased, or proposed to  
13 increase, their capacity to move crude oil, diluted bitumen, and natural gas to Cherry Point;  
14 and  
15

16       **WHEREAS**, Title 20 currently does not explicitly prohibit transshipment, transport,  
17 and transfer of unrefined fossil fuels and construction of infrastructure to facilitate  
18 expanded shipment of unrefined fossil fuels not to be processed at Cherry Point; and  
19

20       **WHEREAS**, according to the June 27, 2016, Land Capacity Analysis report produced  
21 by Planning and Development Services, Cherry Point contains only 1,072.6 acres of  
22 developable land that is zoned Heavy Impact Industrial (HII) for the purposes of "supplying  
23 a reasonable amount of land, commensurate with demand, for the location and grouping of  
24 heavy impact industrial uses" and to "minimize the scope of impacts generated within the  
25 HII District and to provide protection for nonindustrial districts situated outside thereof..."  
26 (WCC 20.68.010); and  
27

28       **WHEREAS**, expansion of existing facilities for purposes of shipping unrefined fossil  
29 fuels not to be processed or consumed at Cherry Point will increase the transport of  
30 dangerous fuels through our community and increase the risk of possible derailment, spills,  
31 explosions, and the fallout will pose a serious threat to the community; and  
32

33       **WHEREAS**, pursuant to the Washington State Constitution, the general police  
34 powers granted to counties empower and authorize Whatcom County to adopt land use  
35 controls to provide for the regulation of land uses within the County and to provide that  
36 such uses shall be consistent with applicable law; and  
37

38       **WHEREAS**, on August 9, 2016, the Council adopted Ordinance 2016-031, an  
39 emergency ordinance imposing a sixty day moratorium on the filing, acceptance, and  
40 processing of new applications for conversion of land or water, new building or structure  
41 permits, or other County permits or authorizations in the Cherry Point Urban Growth Area  
42 for new or expanded facilities whose purpose is to facilitate the increased shipment of  
43 unrefined fossil fuels not to be processed or consumed at Cherry Point; and  
44

45       **WHEREAS**, the Council adopted interim measures on September 27, 2016  
46 (Ordinance 2016-039), March 21, 2017 (Ordinance 2017-011), September 26, 2017  
47 (Ordinance 2017-049), February 27, 2018 (Ordinance 2018-007), August 8, 2018  
48 (Ordinance 2018-044), January 29, 2019 (Ordinance 2019-010), July 9, 2019 (Ordinance  
49 2019-049), December 3, 2019 (Ordinance 2019-083), and June 2, 2020, (Ordinance 2020-  
50 030) prohibiting the filing, acceptance, and processing of new applications for conversion of  
51 land or water, new building or structure permits, or other County permits or authorizations  
52 in the Cherry Point Urban Growth Area for new or expanded facilities whose purpose is to  
53 facilitate the increased shipment of unrefined fossil fuels not to be processed or consumed  
54 at Cherry Point, unless the applications:  
55

1 1. Were filed and complete prior to the effective date of the ordinance and vested  
2 pursuant to Washington statutes;

3  
4 2. Were for building permits for remodels, maintenance, or repairs of existing  
5 structures where no increased capacity for shipping unrefined fossil fuels not to be  
6 processed or consumed at Cherry Point would result; or  
7

8 3. Were necessary to protect health and safety of the community; and  
9

10 **WHEREAS**, these interim measures were necessary to allow time for the Council to  
11 work with staff and Cascadia Law Group to develop proposed amendments to the  
12 Comprehensive Plan and zoning code to address risks to public health, safety, and the  
13 environment associated with under-regulated expansion of fossil fuel facilities at Cherry  
14 Point; and  
15

16 **WHEREAS**, on August 8, 2019, the Council approved Resolution 2019-037,  
17 forwarding proposed Cherry Point Urban Growth Area Comprehensive Plan and zoning code  
18 amendments to the Whatcom County Planning Commission for review and recommendation;  
19 and  
20

21 **WHEREAS**, on September 12, 2019, the Planning Commission hosted a town hall  
22 meeting to provide the public an opportunity to speak on the Council's proposed  
23 amendments; and  
24

25 **WHEREAS**, on September 26, October 10, October 24, November 14, and December  
26 12, 2019, and January 16, January 30, ~~and February 27, June 25, and July 9, 2020~~, the  
27 Planning Commission held work sessions to discuss the Council's proposed amendments and  
28 formulate recommendations (there were no Planning Commission meetings in March, April,  
29 or May of 2020 because of the COVID-19 meeting restrictions); and  
30

31 **WHEREAS**, on August 13, 2020, the Planning Commission held a public hearing and  
32 issued final recommendations on the proposed amendments.  
33

34 **WHEREAS**, the Planning Commission considered public comments and input from a  
35 joint industry/environmental stakeholder group in the review process; and  
36

37 **WHEREAS**, the County Council is diligently reviewing the proposed amendments  
38 (including special meetings to facilitate review in the fall of 2020) and considering  
39 recommendations from a joint industry/environmental stakeholder group;  
40

41 ~~**WHEREAS**, it was anticipated that the Planning Commission would return~~  
42 ~~recommended findings and conclusions to the Council in early 2020; and~~  
43

44 ~~**WHEREAS**, due to the COVID-19 pandemic and issuance of a stay-at-home order~~  
45 ~~by the Washington State Governor, the Planning Commission was required to cancel all~~  
46 ~~scheduled meetings until further notice; and~~  
47

48 ~~**WHEREAS**, the Planning Commission needs additional time to hold meetings and~~  
49 ~~prepare its recommendations; and~~  
50

51 ~~**WHEREAS**, the Council finds that extending the moratorium imposed by Ordinance~~  
52 ~~2019-083 is necessary to allow adequate time for the Planning Commission to complete its~~  
53 ~~work; and~~  
54



1       **WHEREAS**, the Council further finds that extending the moratorium imposed by  
2 Ordinance ~~2019-083~~ 2020-030 is necessary for the protection of public health and safety;  
3 and  
4

5       **WHEREAS**, the Whatcom County Council is scheduled to hold a public hearing on  
6 this issue on \_\_\_\_\_, or a later date; and  
7

8       **WHEREAS**, the County Council fully recognizes the limits to its authority over  
9 transportation of certain goods imposed by federal statutes and the US Constitution, and  
10 finds that this action is within its authority;  
11

12       **NOW, THEREFORE, BE IT ORDAINED** that the Whatcom County Council adopts  
13 the above "WHEREAS" recitals as findings of fact in support of its action as required by RCW  
14 36.70A.390  
15

16       **BE IT FURTHER ORDAINED** by the Whatcom County Council that an interim  
17 moratorium is hereby imposed prohibiting the filing, acceptance, and processing of new  
18 applications for conversion of land or water, new building or structure permits, or other  
19 County permits or authorizations in the Cherry Point Urban Growth Area for new or  
20 expanded facilities whose purpose is to facilitate the increased shipment of unrefined fossil  
21 fuels not to be processed or consumed at Cherry Point, unless the applications:  
22

- 23           1. Were filed and complete prior to the effective date of this ordinance and vested  
24 pursuant to Washington statutes;
- 25           2. Are for building permits for remodels, maintenance, or repairs of existing  
26 structures where no increased capacity for shipping unrefined fossil fuels not to be  
27 processed or consumed at Cherry Point will result; or  
28           3. Are necessary to protect health and safety of the community.  
29

30       **BE IT FURTHER ORDAINED** by the Whatcom County Council that this interim  
31 ordinance shall be effective for not longer than six months following its effective date, but  
32 may be renewed for one or more six-month periods if subsequent public hearings are held  
33 and findings of fact are made prior to each renewal.  
34

35       **BE IT FURTHER ORDAINED** that if a section, subsection, paragraph, sentence,  
36 clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by  
37 any court of competent jurisdiction; such decision shall not affect the validity of the  
38 remaining portions of this ordinance, and if the provisions of this ordinance are found to be  
39 inconsistent with other provisions of the Whatcom County Code, this ordinance shall control.  
40

41       **BE IT FURTHER ORDAINED** that for the purpose of this ordinance the definition of  
42 "unrefined fossil fuel" includes but is not limited to all forms of crude oil whether stabilized  
43 or not; raw bitumen, diluted bitumen, or syncrude; coal; methane propane, butane, and  
44 other "natural gas" in liquid or gaseous formats excluding those that are the byproduct of  
45 refinery processes in the Cherry Point UGA; and condensate.  
46

47       **BE IT FURTHER ORDAINED** to prevent any misunderstanding the Whatcom County  
48 Council affirms that consistent with previous Interim Moratorium~~s~~, the refining, storage,  
49 blending, and manufacture of renewable fuels shall remain an outright permitted use,  
50 unaffected by this Interim Moratorium, subject to the existing provisions of the current  
51 County Code.  
52  
53  
54  
55  
56

1        **BE IT FINALLY ORDAINED** that for the purpose of this ordinance, the definition of  
2 "facility" includes but is not limited to piers, wharfs, buildings, tank farms, pipelines, rail  
3 loading and offloading facilities, road spurs, or any other such physical infrastructure  
4 intended to receive, transfer, or store unrefined fossil fuels;  
5

6        **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
7

8        **ATTEST:**

**WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON**

9  
10  
11 \_\_\_\_\_  
12 Dana Brown Davis, Clerk of the Council  
13

\_\_\_\_\_  
Barry Buchanan, Council Chair

14  
15        **APPROVED AS TO FORM:**

**WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON**

16  
17  
18  
19 \_\_\_\_\_  
20 Civil Deputy Prosecutor  
21

\_\_\_\_\_  
Satpal Sidhu, County Executive

(    ) Approved        (    ) Denied

22  
23  
24  
25        Date Signed: \_\_\_\_\_



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-532

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<b>File ID:</b>	AB2020-532	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/06/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	11/24/2020	<b>Enactment #:</b>			

---

Primary Contact Email: KRoy@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 Washington State Health Care Authority to support Medicaid related outreach and linkage activities to Whatcom County residents

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** Washington State Health Care Authority – Medicaid Administrating Claiming Interlocal Agreement

**DATE:** November 6, 2020

---

Attached is an Interlocal Agreement between Whatcom County and Washington State Health Care Authority for your review and signature.

▪ **Background and Purpose**

The purpose of this contract is to support Medicaid related outreach and linkage activities performed by the Health Department to Washington State resident who live within Whatcom County. This program assists county residents in applying for and accessing Medicaid services and has been in operation with the Health Department since 2011.

▪ **Funding Amount and Source**

This contract is funded by the United States Department of Health and Human Services Medical Assistance Program (CFDA 93.778) and is a fee-for-service contract without a not-to-exceed amount. The contract reimburses the department at 50% of the cost of assisting County residents in accessing Medicaid services. Match for this contract is provided by the existing work of the department and does not require any additional monetary outlay. 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 Number:

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Washington State Health Care Authority	
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?			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s):	K4664	CFDA#: 93.778
Is this contract grant funded?			
Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process?			Contract Cost Center:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> :	
Fee for service with no maximum revenue		<ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>	
Summary of Scope: This contract supports Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to WA State residents who live within its jurisdictions.			
Term of Contract:	2 Years	Expiration Date:	12/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 11/04/2020
	2. Health Budget Approval	KR/JG	Date: 11/06/2020
	3. Attorney signoff:	RB	Date: 11/05/2020
	4. AS Finance reviewed:	M Caldwell	Date: 11/04/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

	<b>INTERAGENCY AGREEMENT for MEDICAID ADMINISTRATIVE CLAIMING</b>	HCA Contract Number: K4664
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**THIS AGREEMENT** is made by and between Washington State Health Care Authority (HCA) and Whatcom County Health Department, (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

<b>CONTRACTOR NAME</b> Whatcom County Health Department		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b>	
<b>CONTRACTOR ADDRESS   Street</b> 509 Girard Street	<b>City</b> Bellingham	<b>State</b> WA	<b>Zip Code</b> 98225
<b>CONTRACTOR CONTRACT</b> Jessie Thomson	<b>CONTRACTOR TELEPHONE</b> (360) 778 6020	<b>CONTRACTOR E-MAIL ADDRESS</b> jthomson@co.whatcom.wa.us	

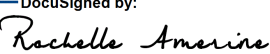
<b>HCA PROGRAM</b> Medicaid Administrative Claiming (MAC)	<b>HCA DIVISION/SECTION</b> Medicaid Programs Operations & Integrity / Community Services
<b>HCA CONTRACT MANAGER NAME AND TITLE</b> Jon Brogger, Medical Assistance Program Specialist	<b>HCA CONTRACT MANAGER ADDRESS</b> Health Care Authority 626 8th Avenue SE PO Box 45530 Olympia, WA 98504-5530
<b>HCA CONTRACT MANAGER TELEPHONE</b> (360) 725-1647	<b>HCA CONTRACT MANAGER E-MAIL ADDRESS</b> jon.brogger@hca.wa.gov

<b>CONTRACT START DATE</b> January 1, 2021	<b>CONTRACT END DATE</b> December 31, 2022	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> No Maximum
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**PURPOSE OF CONTRACT:**

The purpose of this Contract is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction. These activities assist residents who have no or inadequate medical coverage, and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This Agreement provides a process for partially reimbursing the Contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by HCA.

<b>CONTRACTOR SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>
<b>HCA SIGNATURE</b> <small>DocuSigned by:</small> 	<b>PRINTED NAME AND TITLE</b> Rachelle Amerine Contracts Administrator	<b>DATE</b> 11/3/2020

71E17FEBBC774E7...

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 email RB/JT \_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney

11/05/2020 \_\_\_\_\_  
Date

## TABLE OF CONTENTS

<b>Recitals.....</b>	<b>6</b>
<b>1. DEFINITIONS.....</b>	<b>6</b>
<b>2. STATEMENT OF WORK.....</b>	<b>11</b>
<b>3. PERIOD OF PERFORMANCE .....</b>	<b>11</b>
<b>4. PAYMENT .....</b>	<b>11</b>
<b>5. BILLING PROCEDURE .....</b>	<b>12</b>
<b>6. OVERPAYMENTS TO CONTRACTOR.....</b>	<b>13</b>
<b>7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS .....</b>	<b>13</b>
<b>8. SUBCONTRACTING.....</b>	<b>13</b>
<b>9. SUBRECIPIENT .....</b>	<b>14</b>
<b>10. ASSIGNMENT .....</b>	<b>15</b>
<b>11. CONTRACT MANAGEMENT .....</b>	<b>15</b>
<b>12. DISALLOWED COSTS .....</b>	<b>15</b>
<b>13. DISPUTES .....</b>	<b>16</b>
<b>14. INSURANCE.....</b>	<b>16</b>
<b>15. LEGAL AND REGULATORY COMPLIANCE .....</b>	<b>18</b>
<b>16. NONDISCRIMINATION .....</b>	<b>18</b>
<b>17. PAY EQUITY .....</b>	<b>19</b>
<b>18. GOVERNANCE .....</b>	<b>19</b>
<b>19. INDEPENDENT CAPACITY .....</b>	<b>20</b>
<b>20. RECORDS MAINTENANCE .....</b>	<b>20</b>
<b>21. RIGHTS IN DATA .....</b>	<b>20</b>
<b>22. CONFIDENTIALITY .....</b>	<b>21</b>
<b>23. CONFIDENTIAL INFORMATION PROTECTION .....</b>	<b>21</b>
<b>24. RIGHTS OF STATE AND FEDERAL GOVERNMENTS .....</b>	<b>21</b>
<b>25. SEVERABILITY .....</b>	<b>21</b>
<b>26. FEDERAL FUNDING ACCOUNTABILITY &amp; TRANSPARENCY ACT (FFATA).....</b>	<b>21</b>
<b>27. FUNDING AVAILABILITY .....</b>	<b>22</b>
<b>28. TERMINATION .....</b>	<b>22</b>
<b>29. TERMINATION FOR CAUSE .....</b>	<b>22</b>
<b>30. WAIVER.....</b>	<b>22</b>
<b>31. ALL WRITINGS CONTAINED HEREIN .....</b>	<b>23</b>
<b>32. SURVIVORSHIP .....</b>	<b>23</b>

The following Attachments and Exhibits are attached and are incorporated into this Contract  
by reference:



**Attachments**

Attachment 1: Confidential Information Security Requirements

Attachment 2: Federal Compliance, Certifications, and Assurances

Attachment 3: Federal Award Identification for Subrecipients

Attachment 4: Federal Funding Accountability and Transparency Act Data Collection Form

**Schedules**

Schedule A: Statement of Work (SOW) Medicaid Administrative Claiming Services

## **Recitals**

This Contract, number K4664 supercedes and replaces contract K3084 in its entirety.

### **1. DEFINITIONS**

**“A19-1A Invoice Voucher”** or **“A19”** means the state of Washington Invoice Voucher used by Contractors and vendors to submit claims for payment in return for goods and/or Services provided to Health Care Authority (HCA) or its clients.

**“Activity Code”** or **“Code”** means the code assigned to the daily activities performed by Contractor staff in order to identify the percentage of time spent on any given activity.

**“Administrative Fee”** means the dollar amount charged to a contractor by HCA based on a percentage of each contractor’s billing for Federal Financial Participation (FFP) claimed at the federally approved match rate, to offset HCA’s costs incurred in administering this Contract.

**“Apple Health”** or **“Medicaid”** means the Washington State Medicaid program funded by the federal and state government, which pays for medical coverage for children and adults who meet specific income criteria.

**“Audit”** means an investigation of a contractor’s MAC program and financial information to ensure compliance with state, federal, and local laws.

**“Authorized Representative”** means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

**“Billing Quarter”** means a calendar quarter consisting of three (3) consecutive calendar months beginning with the first date of the calendar quarter during which this Agreement starts. The Contractor shall use Billing Quarters as the time periods for which claims for FFP are made.

**“Breach”** means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

**“Budget Unit”** means the individual contractor eligible to submit a claim for reimbursement to HCA, and includes all of its subunits.

**“Budgeting, Accounting and Reporting System”** or **“BARS”** or **“BARS Manual”** The BARS Manual prescribes accounting and reporting for local governments in accordance with RCW 43.09.200 and found at this website <http://www.sao.wa.gov/local/Pages/BarsManual.aspx>.

**“Business Days and Hours”** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**“Centers for Medicare and Medicaid Services”** or **“CMS”** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

**“Centers for Medicare and Medicaid Services School-Based Administrative Claiming Guide”** or **“CMS Guide”** means the document issued by CMS in 2003 and any supplements, amendments, or successor; incorporated herein by reference which provides guidance to States for developing and managing MAC programs.

**“Certified Public Expenditure”** or **“CPE”** means the sources of funds certified as actual expenditures by a local or public governmental entity and used as the State share in order to receive federal matching Medicaid funds, or Federal Financial Participation (FFP).

**“Client”** means an individual served within budget unit or cost center of the Contractor.

**“Code of Federal Regulations”** or **“CFR”** means the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement regulation.

**“Cognizant Agency”** means the federal agency responsible for reviewing, negotiating, and approving Indirect Cost Rates.

**“Confidential Information”** means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or Regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

**“Contract”** or **“Agreement”** means the entire written Agreement between HCA and the Contractor, including any exhibits, documents, or materials incorporated by reference. The parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this Contract shall be the same as delivery of an original. Contract and Agreement may be used interchangeably.

**“Contractor”** means Whatcom County Health Department, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing Services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

**“Corrective Action”** or **“Corrective Action Plan”** means the written description of the plan the Contractor will complete in order to correct any finding or deficiency as identified by HCA or government entity.

**“Cost Allocation Plan”** or **“CAP”** means the official document which describes the procedures that states use in identifying, measuring, and allocating state agency costs incurred in support of all

programs administered or supervised by the state agency. The Cost Allocation Plan makes explicit reference to the methodologies, claiming mechanisms, interagency agreements, and other relevant issues pertinent to the allocation of costs and submission of claims by MAC Contract acts. The Cost Allocation Plan must be reviewed and approved by CMS.

**“CPE Local Match Certification”** means HCA’s form the Contractor must submit with each quarterly invoice to report the source of funds certified as public expenditures and therefore eligible to be used as match for the MAC program.

**“Data”** means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

**“Direct Charge Method”** means the method of accounting for Direct Costs without a stepdown allocation for single funding sources expenses wholly attributed to the MAC program.

**“Direct Cost”** means an operating expense that is wholly attributable to the MAC program and is not already included in the Indirect Cost Rate.

**“Effective Date”** means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**“Eligible Participant”** or **“Participant”** or **“RMTS Participant”** means an employee of the Contractor that is in compliance with all federal, state, and HCA regulations including this Contract, the CAP, the Manual, CMS guidance, and any other requirements for participation in the MAC program and whose costs are eligible for claiming their staff time costs for conducting MAC activities.

**“Federal Financial Participation”** or **“FFP”** means the federal payment (or federal “match”) that is available at a rate of 50% for amounts expended by a state “as found necessary by the Secretary for the proper and efficient administration on the state plan” per 42 CFR § 433.15(b)(7). An enhanced FFP rate of seventy five percent (75%) is available for certain SPMP or interpretation administrative costs. Only permissible, non-federal funding sources are allowed to be used as the state match for FFP.

**“Fiscal Coordinator”** means the Contractor’s employee who is assigned to be the liaison between HCA and the Contractor for the accounting purposes of this Agreement. The Contractor may assign the fiscal and RMTS coordinator roles to the same staff if desired.

**“HCA Contract Manager”** means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

**“Health Care Authority”** or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

**“Indirect Cost”** means an operating expense that is allocated across more than one program.

**“Indirect Cost Rate”** means the ratio, expressed as a percentage, of the Indirect Costs to a Direct Cost base as approved by the Contractor’s Cognizant Agency.

**“LHJ Coordinator Manual”** or **“Manual”** means the HCA document or its successor including any updates, that describes how the Contractor must manage their MAC program and provides program guidance.

**“Linkage”** means connecting Clients to Medicaid Covered Services.

**“Local Matching Funds”** means the Contractor’s non-federal tax dollars that are not otherwise obligated and are designated or certified to match the FFP rate of reimbursement. This revenue must be in the Contractor’s budget and under the Contractor’s control. These funds cannot be contributed by healthcare providers as Local Matching Funds and Subcontractors cannot certify local match funding. All local match funds must meet CPE requirements.

**“MAC Activity”** or **“Allowable Activity”** or **“Reimbursable Activity”** or **“Claimable Activity”** means an activity that is administrative in nature, and necessary for the proper and efficient administration for the Medicaid state plan which must be in compliance as described in applicable federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement.

**“Medicaid Administrative Claiming”** or **“MAC”** means the source of funding for reimbursements provided in this Agreement shared between the Contractor and the Federal Financial Participation (FFP).

**“Medicaid Covered Services”** means the array of federally required and Washington State legislatively appropriated medical and social services available to Medicaid Clients through the State Medicaid Plan (Apple Health).

**“Medicaid Eligibility Rate”** or **“MER”** means the proportional share of Medicaid individuals to the total number of individuals in the target population (Contractor’s jurisdiction) as defined in the CAP, Manual and this Agreement.

**“Monitoring”** means review of a Contractor’s MAC program to ensure program integrity.

**“Office of Management and Budget”** or **“OMB”** means a division under the Executive Office of the President of the United States.

**“Operating Expense”** means those costs incurred by the Contractor to perform business activities and includes both Direct Costs and Indirect Costs. Only operating expenses necessary to operate the Contractor’s MAC program are allowable for FFP reimbursement.

**“Outreach”** means activities undertaken by the Contractor to inform individuals, families and community members within its jurisdiction about Services available and encourage access to these Services.

**“Overpayment”** means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

**“Position Description”** means a document summary of specific duties and responsibilities assigned to a staff position.

**“Protected Health Information”** or **“PHI”** means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR 160.103. Individually identifiable information is information that

identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

**“Random Moment Time Study (RMTS)”** or **“System”** or **“Time Study”** means an electronic System that quantifies the daily activities of eligible time study Participants through a statistically valid sampling methodology and allocates allowable participant costs to the MAC program. The System calculates the amount of FFP reimbursement based on the Contractors RMTS results, staff costs, MER, costs and other applicable calculations as described in the CAP, Manual and this Agreement.

**“Regulation”** means any federal, state, or local regulation, rule, or ordinance.

**“RCW”** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute.

**“RMTS Consortium”** or **“RMTS Consortia”** or **“Consortium”** or **“Consortia”** means a group of Contractors who have organized together based on similar duties their staff perform, organizational structure, type of programs, scope of work, or regional working relationships and will participate in a single time study together in order to achieve statistical validity.

**“RMTS Coordinator”** means an employee of the Contractor who is assigned to be the time study liaison between HCA and the Contractor for purposes of this Agreement. The Contractor may assign the fiscal and RMTS coordinator roles to the same staff if desired.

**“Services”** means all work performed or provided by Contractor pursuant to this Contract.

**“Skilled Professional Medical Personnel”** or **“SPMP”** means an individual who has completed a two-or-more-year program leading to an academic degree or certificate in a medically related profession, demonstrated by possession of a medical license, certificate or other document issued by a recognized National or State medical licensure or certifying organization or a degree in a medical field issued by a college or university certified by a professional medical organization.

**“State Fiscal Year”** or **“SFY”** means a twelve (12) month period beginning on July 1<sup>st</sup> of one calendar year and ending on June 30<sup>th</sup> of the following calendar year. The SFY is broken into four (4) Billing Quarters.

**“State Medicaid Plan”** means the comprehensive written commitment by HCA, submitted under 1902(a) of the Social Security Act and approved by CMS, to administer the Washington State Medicaid program in accordance with federal and state requirements.

**“Statement of Work”** or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is attached as Schedule A.

**“Subcontract”** means any separate agreement or contract between the Contractor and an individual third party or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

**“Subcontractor”** means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Subrecipient”** shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award.

**“Sub-unit”** means an individual cost center or budget unit within a budget unit (LHJ).

**“Successor”** means any entity or individual which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the first contractor/vendor or any person who succeeds to the office, rights, responsibilities or place of another.

**“USC”** means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute.

## **2. STATEMENT OF WORK**

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Schedule “A”

## **3. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Contract will commence on January 1, 2021, and be completed on December 31, 2022, unless terminated sooner or extended upon written agreement between the parties.

This Contract may be extended through December 31, 2026 in two (2), two (2) year increments and at HCA’s sole discretion. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

## **4. PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for Services will be based on the Source(s) of Funds identified below.

4.1. Source of Funds for Administrative Claiming are as follows:

4.1.1. Fifty percent (50%) of funds is received from the United States Department of Health and Human Services under Medical Assistance Program CFDA 93.778; and

- 4.1.2. Fifty percent (50%) is received from the Contractor's Local Matching Funds.
- 4.2. Source of funds for Administrative Claiming for appropriately documented Skilled Professional Medical Personnel and appropriately documented Interpreter staff Administrative Claiming are as follows:
  - 4.2.1. Seventy-five percent (75%) of funds is received from the United States Department of Health and Human Services under Medical Assistance Program CFDA 93.778; and
  - 4.2.2. Twenty-five percent (25%) is received from the Contractor's Local Matching Funds.
- 4.3. HCA will not issue reimbursement for any quarters where HCA receives credible evidence or suspected evidence of a system failure that has the potential to impact the integrity of the reimbursement request. This includes but is not limited to failures related to the time study, MER calculation, claim calculation, or reconciliation.
  - 4.3.1. HCA will pursue corrective action as needed, and will restore payment after any issues related to the reimbursement request are resolved, and the requested amount is accurate.

## **5. BILLING PROCEDURE**

Contractor must submit accurate invoices to the HCA Contract Manager for all amounts to be paid by HCA via e-mail to the HCA Contract Manager email address listed on the cover of this Agreement. Include the HCA Contract number in the subject line of the email.

All invoices submitted must receive approval of the HCA Contract Manager or their designee prior to payment. Approval will not be unreasonably withheld.

Contractor shall only submit invoices for Services or deliverables as permitted by this section of the Contract. The Contractor shall not bill HCA for Services performed under this Contract, and HCA 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 such Services or deliverables.

Contractor must submit properly itemized invoices to include the following information, as applicable:

- a. HCA Contract number K4664;
- b. Contractor name, address, phone number;
- c. Description of Services;
- d. Date(s) of delivery;
- e. Net invoice price for each item;
- f. Applicable taxes;



- g. Total invoice price; and
- h. Payment terms and any available prompt payment discount.

HCA will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.

In order to receive payment for Services or products provided to a state agency, Contractor must register with the [Statewide Payee Desk](#). Payment will be considered timely if made by HCA within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.

Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

## **6. OVERPAYMENTS TO CONTRACTOR**

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 13, *Disputes*.

## **7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

## **8. SUBCONTRACTING**

8.1. Neither the Contractor nor any Subcontractor shall enter into Subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

8.1.1. Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.

- 8.1.2. If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 8.1.3. The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- 8.1.4. HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.
- 8.1.5. Contractor is prohibited from entering into Subrecipient Subcontracts for the purpose of participating in the MAC program.

## **9. SUBRECIPIENT**

### **9.1. General**

If the Contractor is a Subrecipient (as defined in 45 CFR 75.2 and 2 CFR 200.93) of federal awards, then the Contractor, in accordance with 2 CFR 200.501 and 45 CFR 75.501, shall:

- 9.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- 9.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- 9.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 9.1.4. Incorporate OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are Subrecipients;
- 9.1.5. Comply with any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any successor or replacement Circular or regulation;
- 9.1.6. Comply with the applicable requirements of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, and any successor or replacement Circular or regulation; and
- 9.1.7. Comply with the Omnibus Crime 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 II 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, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

## 9.2. Single Audit Act Compliance

If the Contractor is a Subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

- 9.2.1. Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; and
- 9.2.2. Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, prepare a "Summary Schedule of Prior Audit Findings."

## 9.3. Overpayments

- 9.3.1. If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to HCA as provided in Section 6, *Overpayments to Contractor*.

## 10. **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 will not be unreasonably withheld.

## 11. **CONTRACT MANAGEMENT**

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

## 12. **DISALLOWED COSTS**

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

### 13. **DISPUTES**

In the event that a dispute arises under this Agreement, it will be determined by a Dispute Board in the following manner: Each party to this Agreement will appoint one member to the Dispute Board. The members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board will thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board will 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.

### 14. **INSURANCE**

HCA certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which is found liable.

The Contractor certifies by signing this Contract that either:

- 14.1. The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable, or
- 14.2. The Contractor maintains the types and amounts of insurance identified below and shall, if requested by HCA; provide certificates of insurance to that effect to the HCA contact on page one of the Agreement.

#### 14.2.1. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, HCA, and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the Contractor is a sole proprietor with less than three contracts, the Contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of this Contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, HCA, it's elected and appointed officials, agents, and employees shall be named as additional insureds.

14.2.2. Business Auto Liability Insurance (BAL)

The Contractor shall maintain a Business Automobile Policy on all vehicles used in the performance of work under this Contract, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide HCA with a waiver of subrogation or name HCA as an Additional Insured.

14.2.3. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions Insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

14.2.4. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and Regulations. The State of Washington and HCA shall not be held responsible for claims filed for Worker's Compensation under Title 51 RCW by the Contractor or its employees under such laws and Regulations.

14.2.5. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport Clients or deliver Services have personal automobile insurance and current driver's licenses.

14.2.6. Subcontractors

The Contractor shall ensure that all Subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under this Contract.

14.2.7. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

14.2.8. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

OR

The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

#### 14.2.9. Evidence of Coverage

The Contractor, upon request by HCA staff, submits a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify HCA as the Certificate Holder. A duly Authorized Representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to the HCA copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the Contract.

The Contractor shall maintain copies of Certificates of Insurance for each Subcontractor as evidence that each Subcontractor maintains insurance as required by the Contract.

#### 14.2.10. Material Changes

The insurer shall give HCA 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give HCA ten (10) days advance written notice of cancellation.

#### 14.2.11. General

By requiring insurance, the State of Washington and HCA do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and HCA in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

### 15. **LEGAL AND REGULATORY COMPLIANCE**

15.1. During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

15.2. Failure to comply with any provisions of this section may result in Contract termination.

### 16. **NONDISCRIMINATION**

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42

U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under Section 29, *Termination for Cause*, and Contractor may be declared ineligible for further contracts with HCA.

## **17. PAY EQUITY**

- 17.1. Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, 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 (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job Titles alone are not determinative of whether employees are similarly employed.
- 17.2. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 17.3. Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 17.4. A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 17.5. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

## **18. GOVERNANCE**

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 will be construed to conform to those laws.

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

- 18.1. Applicable state and federal statutes and rules;
- 18.2. Recitals;
- 18.3. Special Terms & Conditions;

- 18.4. General Terms & Conditions;
- 18.5. Attachment 1: *Confidential Information Security Requirements*;
- 18.6. Attachment 2: *Federal Compliance, Certifications and Assurances*;
- 18.7. Attachment 3: *Federal Award Identification for Subrecipients*;
- 18.8. Attachment 4: *Federal Funding Accountability and Transparency Act Data Collection Form*;
- 18.9. Schedule A, *Statement of Work*; and
- 18.10. Any other provisions of the Agreement, including materials incorporated by reference.

**19. INDEPENDENT CAPACITY**

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

**20. RECORDS MAINTENANCE**

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and Indirect Costs expended by either party in the performance of the Services described herein. These records will 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 (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will 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 use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**21. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by HCA. Data will 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.



**22. CONFIDENTIALITY**

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's Clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

**23. CONFIDENTIAL INFORMATION PROTECTION**

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 1: Confidential Information Security Requirements).

**24. RIGHTS OF STATE AND FEDERAL GOVERNMENTS**

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

**25. SEVERABILITY**

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

**26. FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)**

26.1. This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The

purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

- 26.2. To comply with the act and be eligible to enter into this Contract, Contractor must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Contractor does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).
- 26.3. Information about Contractor and this Contract will be made available on [www.uscontractorregistration.com](http://www.uscontractorregistration.com) by HCA as required by P.L. 109-282. HCA's Attachment 4: Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Contract and must be completed and returned along with the Contract.

## **27. FUNDING AVAILABILITY**

HCA's ability to make payments is contingent on funding availability. 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, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

## **28. TERMINATION**

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

## **29. 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 fifteen (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.

## **30. WAIVER**

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will 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.

**31. 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 will be deemed to exist or to bind any of the parties hereto.

**32. SURVIVORSHIP**

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

**Attachments**

Attachment 1: Confidential Information Security Requirements

Attachment 2: Federal Compliance, Certifications and Assurances

Attachment 3: Federal Award Identification for Subrecipients

Attachment 4: Federal Funding Accountability and Transparency Act Data Collection Form

**Schedules**

Schedule A: Statement of Work (SOW) Medicaid Administrative Claiming (MAC) Services

## Attachment 1

### Confidential Information Security Requirements

#### 1. Definitions

In addition to the definitions set out in Section 1, *Definitions*, of this Contract for Medicaid Administrative Claiming (MAC) Services, the definitions below apply to this attachment.

- a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
  - i. Passwords for external authentication must be a minimum of ten (10) characters long.
  - ii. Passwords for internal authentication must be a minimum of eight (8) characters long.
  - iii. Passwords used for system service or service accounts must be a minimum of twenty (20) characters long.
- b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State

Governmental Network (SGN) is a Trusted System for communications within that Network.

- g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

## **2. Confidential Information Transmitting**

- a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

## **3. Protection of Confidential Information**

The Contractor agrees to store Confidential Information as described:

- a. Data at Rest:
  - i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
  - ii. Data stored on Portable/Removable Media or Devices:
    - Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
    - HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
      - 1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
  3. Keeping devices in locked storage when not in use;
  4. Using check-in/check-out procedures when devices are shared;
  5. Maintain an inventory of devices; and
  6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

#### **4. Confidential Information Segregation**

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

- a. The HCA Confidential Information must be kept in one of the following ways:
  - i. On media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
  - ii. In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
  - iii. In a database that will contain only HCA Data; or
  - iv. Within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
  - v. When stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

## **5. Confidential Information Shared with Subcontractors**

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

## **6. Confidential Information Disposition**

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

- a. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, *Protection of Confidential Information*. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

## Attachment 2

### Federal Compliance, Certifications, and Assurances

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Jon Brogger**.
- a. **Source of Funds *Medical Assistance Program***: This Contract is being funded partially or in full through Cooperative Contract number **21-05WA5ADM**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.778** in the amount of ***no maximum, reimbursement based*** on percentages. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K4664**.
  - b. **Period of Availability of Funds *Medical Assistance Program***: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **21-05WA5ADM** unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
  - c. **Single Audit Act**: Contractor or Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Contractor or Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
  - d. **Modifications**: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
    1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
      - i. Deviations from the budget and Project plan.
      - ii. Change in scope or objective of the Contract.
      - iii. Change in a key person specified in the Contract.
      - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
      - v. Need for additional funding.
      - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
      - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
    2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
  - e. **Sub-Contracting**: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
  - f. **Condition for Receipt of Health Care Authority Funds**: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
  - g. **Unallowable Costs**: The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.



- h. **Supplanting Compliance: SABG:** If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).
- i. **Citizenship/Alien Verification/Determination:** The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- j. **Federal Compliance:** The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- k. **Civil Rights and Non-Discrimination Obligations:** During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

#### **HCA Federal Compliance Contact Information**

Federal Grants and Budget Specialist Health Care Policy

Washington State Health Care Authority

Post Office Box 42710

Olympia, Washington 98504-2710

- II. **CIRCULARS ‘COMPLIANCE MATRIX’** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Whatcom County Health Department**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

	<b>OMB CIRCULAR</b>		
<b>ENTITY TYPE</b>	<b>ADMINISTRATIVE REQUIREMENTS</b>	<b>COST PRINCIPLES</b>	<b>AUDIT REQUIREMENTS</b>
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

- a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
    - i. The dangers of drug abuse in the workplace;
    - ii. The contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
  3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—

- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

**Legal Services Manager**  
 WA State Health Care Authority  
 PO Box 42700  
 Olympia, WA 98504-2700

- c. **CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

- e. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

**The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.**

f. **CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, 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 Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

**CONTRACTOR SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

### Attachment 3

#### Federal Award Identification for Subrecipients (reference 2 CFR 200.331)

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Whatcom County Health Department
(ii) Subrecipient's Data Universal Numbering System (DUNS®) unique entity identifier	
(iii) Federal Award Identification Number (FAIN);	21-05WA5ADM
(iv) Federal Award Date (see §200.39 Federal award date);	10/01/2020
(v) Subaward Period of Performance Start and End Date;	01/01/2021 – 12/31/2021
(vi) Amount of Federal Funds Obligated by this action;	No Maximum – Reimbursement based on percentages.
(vii) Total Amount of Federal Funds Obligated to the Subrecipient;	No Maximum – Reimbursement based on percentages.
(viii) Total Amount of the initial Federal Award;	\$2,622,877,000.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official	CMS WA State Health Care Authority Jon Brogger, HCA Contract Manager 626 8th Ave SE; Olympia, WA 98504-5330 jon.brogger@hca.wa.gov
(xi) Catalog of Federal Domestic Assistance (CFDA) Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.778 Medical Assistance Program
(xii) Identification of whether the award is Research & Development; and	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(xiii) Indirect Cost Rate for the Federal award, including if the de minimis rate is charged per §200.414 Indirect (Facilities & Administrative) costs.	

## Attachment 4

### Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

Required Information about your organization and this contract will be made available on USASpending.gov by HCA as required by P.L. 109-282. As a tool to provide the information, HCA encourages registration with the Central Contractor Registry (CCR) because less data entry and re-entry is required by both HCA and your organization. You may register with CCR on-line at <https://www.uscontractorregistration.com/>.

#### CONTRACTOR

Legal Name	DUNS Number												
Principle Place of Performance	Congressional District												
3b. City	State												
3d. Zip+4	Country												
Are you registered in CCR ( <a href="https://www.uscontractorregistration.com/">https://www.uscontractorregistration.com/</a> )? <input type="checkbox"/> YES (skip to page 2. Sign, date and return) <input type="checkbox"/> NO													
<p>In the preceding fiscal year did your organization:</p> <p>Receive 80% or more of annual gross revenue from procurement federal contracts, Subcontracts, grants, loans, sub-grants, and/or cooperative agreements; <b>and</b></p> <p>\$25,000,000 or more in annual gross revenues from federal procurement contracts, Subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></p> <p>The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330</p> <p><input type="checkbox"/> NO (skip the remainder of this section - Sign, date and return)</p> <p><input type="checkbox"/> YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Name Of Official</th> <th style="width: 40%;">Total Compensation</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> <tr><td>5.</td><td></td></tr> </tbody> </table> <p><b>Note:</b> "Total compensation" means the cash and noncash dollar value earned by the executive during the sub-recipient's past fiscal year of the following (for more information see 17 CFR 229.402 (c) (2))</p>		Name Of Official	Total Compensation	1.		2.		3.		4.		5.	
Name Of Official	Total Compensation												
1.													
2.													
3.													
4.													
5.													

Signature of Contractor Authorized Representative	Date
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By signing this document, the Contractor Authorized Representative attests to the information.

***HCA will not endorse the Contractor's sub-award until this form is completed and returned.***

**FOR HEALTH CARE AUTHORITY USE ONLY**

HCA Contract Number: <b>K</b>
Sub-award Project Description (see instructions and examples below)

**Instructions for Sub-award Project Description:**

In the first line of the description provide a title for the sub-award that captures the main purpose of the Subrecipients work. Then, indicate the name of the Subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

**Example of a Sub-award Project Description:**

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.



## **Schedule A**

### **Statement of Work**

The purpose of this Agreement is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction. These activities assist residents who have no or inadequate medical coverage, and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This Agreement provides a process for partially reimbursing the Contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

The Contractor must provide staff and perform all activities necessary to do the work outlined in this Agreement.

#### **1. Contractor Responsibilities**

The Contractor is responsible for monitoring its MAC program to ensure compliance with all applicable laws, regulations and guidelines specific to the MAC program as described in this Agreement and comply with all roles, responsibilities, limitations, restrictions, and documentation requirements described in the CAP, Manual, associated federal and state regulations, and this Agreement. Only expenses that are reasonable and allowable, are permitted for reimbursement. HCA expects the MAC program to be managed similarly to other federal awards and expects the RMTS and Fiscal coordinators to report to, or work closely, with an administrator assigned oversight authority of the LHJ.

The Contractor must:

- 1.1. Provide the necessary staff to perform the allowable MAC activities described in the Cost Allocation Plan (CAP), and perform the work necessary to ensure all applicable laws, regulations and guidelines specific to the MAC program and this Agreement are in compliance including but not limited to:
  - 1.1.1. Code of Federal Regulation (CFR) Title 42 and Title 45;
  - 1.1.2. 1903(w)(6)(A) of the Social Security Act;
  - 1.1.3. Medicaid School-Based Administrative Claiming Guide May 2003;
  - 1.1.4. Revised Code of Washington (RCW);
  - 1.1.5. The LHJ MAC Coordinator Manual;
  - 1.1.6. HCA-approved MAC training documents;
  - 1.1.7. 2 CFR 225 Cost Principles for State, Local, and Indian Tribal Governments;
  - 1.1.8. OMB Compliance Supplements;

- 1.1.9. Washington State Medicaid Plan; and
- 1.1.10. Secretary of State (SOS) records retention schedule.
- 1.2. Maintain documentation to support each administrative claim submitted to HCA for reimbursement as required by federal, state, HCA and CMS Regulations, the CAP, the Manual and this Agreement. The documentation must be sufficiently detailed in order to determine whether the activities are necessary for the proper and efficient administration of the Medicaid State Plan and support the appropriateness of the administrative claim.

The Contractor must:

- 1.2.1.1. Maintain all documentation related to staff participation in the RMTS according to section 1902(a)(4) of the Act and 42 CFR § 431.17; see also 45 CFR § 74.53 and 42 CFR § 433.32(a) (requiring source documentation to support accounting records) and 45 CFR § 74.20 and 42 CFR § 433.32(b and c) (retention period for records) and as described in the Medicaid School-Based Administrative Claiming Guide May 2003;
- 1.2.1.2. Maintain all documentation related to MAC claiming, according to section 1902(a)(4) of the Act and 42 CFR § 431.17; see also 45 CFR § 74.53 and 42 CFR § 433.32(a) (requiring source documentation to support accounting records) and 45 CFR § 74.20 and 42 CFR § 433.32(b and c) (retention period for records) and as described in Medicaid School-Based Administrative Claiming Guide May 2003;
- 1.2.1.3. Comply with the SOS records retention schedule;
- 1.2.1.4. Assure all documentation is immediately accessible and available, must be in a useful and readable format, and must be stored electronically within the System at every opportunity as determined by HCA;
- 1.2.1.5. Provide any and all information and documentation requested by HCA within thirty (30) business days, or within a written, mutually agreed upon time frame; and
- 1.2.1.6. Submit any Audit related to its MAC program to HCA within thirty (30) business days of receipt of the final report. This includes but is not limited to SAO Audits, OMB Circular Compliance Supplement Audits, Federal Reviews or Federal Audits. The contractor must provide to HCA, any corrective action related to MAC findings and questioned costs within thirty (30) business days of submission.
- 1.3. Abide by all roles, responsibilities, limitations, restrictions, and documentation requirements including but not limited to those described in the CAP, the Manual, and this Agreement.

- 1.4. Only include staff in the claimed reimbursement (through the RMTS or direct charge method) who are eligible to participate. The Contractor is prohibited from including any staff in the RMTS or the claimed reimbursement unless their job positions comply with the criteria described in the CAP, the Manual, and this Agreement.

Staff who may be eligible to be included in the RMTS or claimed reimbursement must:

- 1.4.1. Not be included in another MAC time study or reimbursement claim;
- 1.4.2. Be directly employed or contracted by the LHJ, or an HCA approved Subcontractor;
- 1.4.3. Be reasonably expected to perform MAC related activities;
- 1.4.4. Have all federal dollars appropriately off-set according to the CAP and Manual;
- 1.4.5. Not be included in the calculation of an indirect cost rate that is used to calculate FFP reimbursement;
- 1.4.6. Not include any Federally Qualified Health Clinic (FQHC) staff (or expenses) whose costs are included in the FQHC cost report; and
- 1.4.7. Be job positions that fit within these job categories: nurses, other medical professionals, other professional classifications, community outreach and linkage classifications, manager/supervisor/administrator classifications, or administrative support classifications as described in the CAP and Manual.
- 1.5. Designate staff for an RMTS Coordinator and a Fiscal Coordinator to be responsible for daily oversight and management of the Contractor's MAC program.
  - 1.5.1. The RMTS and Fiscal Coordinator roles may be assumed by one individual if desired.
  - 1.5.2. The Contractor must submit contact information to the HCA Contract Manager for each coordinator, including their assigned role, name, telephone number, fax number, email, and address prior to participation in the MAC program, within seven (7) calendar days of the change.
  - 1.5.3. The Contractor must ensure the Coordinators accurately perform all responsibilities listed in the CAP, the Manual, and this Agreement. Including but not limited to the following:
    - 1.5.3.1. The Coordinators must participate in the monthly statewide coordinator conference calls;
    - 1.5.3.2. The Coordinators must participate in any scheduled RMTS consortium conference calls; and
    - 1.5.3.3. The Coordinators must ensure federal, state, and HCA MAC policies are implemented.
- 1.6. Certify all data entered into the System is true and accurate, and based on actual expenditures incurred during the period of performance of the invoice. This certification

must be maintained within the System. This includes, but is not limited to: calendaring, Staff/Participant lists, salary and benefits, direct charges or other claimed costs, indirect rate, MER, and any other data used to generate a claim to HCA for reimbursement.

- 1.7. Verify all data that is determined necessary to be stored electronically within the System or other associated websites, or databases as described in the CAP, Manual and this Agreement is physically entered and stored according to the SOS Retention Schedule. This data includes, but is not limited to: calendaring, Staff/Participant lists, salary and benefits, direct charges or other claimed costs, indirect rate, MER, and any other data used to generate a claim to HCA for reimbursement.
- 1.8. Prepare an annual MER proposal to include the MER calculation and formula, the data sources used to determine the MER, the data collection process, the Contractor's monitoring process to ensure accuracy of the MER and any other relevant information.
  - 1.8.1. The proposal must be submitted to HCA no later than December first of each year.
  - 1.8.2. The proposal must be updated and re-submitted if the data source or collection, calculations, or monitoring changes thirty (30) business days prior to the change.
- 1.9. Submit a quarterly CPE certification identifying the revenue account codes as found in the BARS manual with each invoice validating the accuracy of the CPE.
- 1.10. Submit an annual certificate of indirect costs that certifies the accuracy of indirect cost rate proposal submitted to their Cognizant Agency each January.
- 1.11. Certify the accuracy of all data used to determine a quarterly MAC reimbursement by signing the A19 by an Authorized Representative. This certification extends to all RMTS data, MER data and financial data.
- 1.12. Complete a one hundred percent (100%) code review of all RMTS moments to ensure the code and narrative correlate, within forty five (45) calendar days after the end of the quarter.
- 1.13. Finalize and certify the accuracy of the 10% quality assurance review no more than 10 (ten) calendar days after the 10% review is received.
- 1.14. Monitor the RMTS non response rate, identify and take corrective action to resolve any deficiencies in staff responses.
 

Corrective action must:

  - 1.14.1. Be implemented within ten (10) business days; and
  - 1.14.2. Be documented and available to HCA upon request.
- 1.15. Use a System that is statistically valid and in compliance with all state, and federal laws and Regulations whether through a third-party or other means as stated in the CAP.
- 1.16. Not participate in a time study or claiming process for the HCA MAC program with any entity that does not have an executed agreement with HCA.

- 1.17. Not participate in an RMTS consortium without prior written approval from HCA and express, written approval of the Consortia organization and membership.
  - 1.17.1. If identified as a Lead Agency for the RMTS Consortium, the Contractor must perform the Lead Agency duties described in the CAP and Manual and participate in the current statewide LHJ Steering Committee.
- 1.18. Ensure all interpreter staff have been tested and certified by Washington State Department of Social and Health Services (DSHS) as defined by DSHS. The Contractor is prohibited from claiming the enhanced seventy five percent (75%) rate for any interpretation activities unless:
  - 1.18.1. The staff has been certified by DSHS;
  - 1.18.2. The MAC activities performed are part of the staff's assigned job duties; and
  - 1.18.3. The allowable MAC activity was performed on behalf of children under twenty one (21).
- 1.19. Ensure all Coordinators and Participants have completed and have certified their understanding of the training prior to participating in the MAC program, and annually thereafter. The contractor is prohibited from allowing any staff to participate in the program unless they have completed and have certified their understanding of the training.
 

The Contractor must:

  - 1.19.1. Ensure all Coordinators receive HCA approved training prior to participation;
  - 1.19.2. is prohibited from using any training materials without express, written approval from HCA;
  - 1.19.3. Ensure all Participants certify completion of the online training before performing any duties within the System or participating in the RMTS;
  - 1.19.4. Ensure all Participants fully understand each Activity Code and how to answer moments according to what activity they are doing exactly at the sampled moment;
  - 1.19.5. Train all Participants to maintain proper documentation for MAC related activities;
  - 1.19.6. Only use training materials that have been approved in writing by HCA; and
  - 1.19.7. Track the completion and certification of training within the System, and must be available upon request by HCA.
- 1.20. Comply with all HCA revisions and RMTS/claiming requirements as described in the Manual.
- 1.21. Only use the Activity Codes (or their successor) in the Manual as approved by HCA, for participation in MAC and are responsible for ensuring all Participating Staff understand each code.

## 2. Documentation and Forms

- 2.1. Contractor must use all forms and documentation as outlined in this Contract and within the Manual, including but not limited to the following:
  - 2.1.1. Utilize the RMTS System for the time study and claims calculation;
  - 2.1.2. Utilize the current State of Washington A19-1A Invoice Voucher (A19) produced by the System for submitting quarterly A19s to HCA;
  - 2.1.3. Provide, maintain, and have available all supporting documentation for the time study and claiming in a readable and usable format as required in this Contract and Manual; and
  - 2.1.4. Create and maintain quarterly documents reconciling all costs claimed for each A19.
- 2.2. Submit all Audit reports within thirty (30) calendar days of issuance to HCA including, but not limited to State Auditor Office (SAO) Audits, OMB Circular A-133 Single Audit Guidance, Federal Reviews, or Federal Audits.
  - 2.2.1. Submit to HCA any corrective action related to MAC findings and questioned costs within thirty (30) calendar days of submission.

### 2.3. Maintenance of Records

During the term of any contract and for six (6) years following the termination or expiration of the Contract, the parties must maintain records sufficient to:

- 2.3.1. Document performance of all acts required by any Contract and applicable statutes, Regulations, and rules;
- 2.3.2. Substantiate the Contractor's statement of its organization's structure, tax status, administrative capabilities, and performance;
- 2.3.3. Demonstrate accounting procedures, practices, and records which sufficiently and properly document all invoices, expenditures, and payments;
- 2.3.4. Maintain all documentation related to MAC claiming and staff participation in the RMTS according to section 1902(a) (4) of the Act and 42 CFR 431.17. See also 45 CFR 74.53 and 42 CFR 433.32(a), requiring source documentation to support accounting records, and 45 CFR 74.20 and 42 CFR 433.32(b) and (c), retention period for records, and as described in the Medicaid School-Based Administrative Claiming Guide; and
- 2.3.5. Provide any and all information and documentation as requested by HCA, state and/or federal Auditors and reviewers in a readable and usable format.

### **3. Billing and Claiming**

The Contractor must submit invoices for reimbursement to HCA for review and approval within one hundred twenty (120) calendar days following the end of each Billing Quarter. Upon approval, the Contractor must submit a signed A19-1A invoice voucher within thirty (30) calendar days.

- 3.1. Invoices submitted after one hundred twenty (120) calendar days following the end of the Billing Quarter may result in corrective action.
- 3.2. HCA will not offset negative balances against future A19s. The Contractor must immediately remit a check to HCA for any funds requiring repayment.
- 3.3. HCA is not a recovery agent and any overpayments that are at or beyond the one hundred eighty (180) calendar day mark will be turned over to the Office of Financial Recovery (OFR).
- 3.4. HCA will not seek reimbursement for any invoice received after the 23rd month of the two-year federal filing deadline.
  - 3.4.1. Contractor must not bill and HCA must not pay for Services performed under this Contract if the Contractor has charged or will charge another agency of the State of Washington or any other party for the same Services.

### **4. Calculating the FFP and Generating an Invoice**

The Contractor is responsible for ensuring all data (including all RMTS and financial data) used to calculate the amount of FFP submitted to HCA for reimbursement is accurate, based on actual expenses incurred during the period of performance, and complies with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement. The Contractor must certify the accuracy of all data used to calculate the amount of FFP by an Authorized Representative signing the A19-1A Invoice Voucher (A19). The Contractor must use a System that is statistically valid and in compliance with all state, and federal laws and Regulations whether through a third-party or other means as stated in the CAP to calculate the amount of FFP and generate a claim.

- 4.1. The Contractor must submit invoices to HCA for FFP on a quarterly basis.
- 4.2. All data used to calculate the FFP must be from the same period of service.
- 4.3. All data used to calculate the FFP must be the actual cost/expenditure and not approximated.
- 4.4. The FFP is determined by calculating the total adjusted costs, multiplying these costs by the adjusted RMTS results, and the applicable Medicaid Eligibility Rate (MER), adding any direct charges, and then applying the appropriate FFP rate.
- 4.5. The invoice must be generated within one hundred twenty (120) business days of the end of the quarter and generated based on following five components:
  - 4.5.1. Cost pool construction;
  - 4.5.2. Calculating allowable Medicaid administrative time via the System or direct charge method and documentation;

- 4.5.3. Calculation and application of the pertinent MER;
  - 4.5.4. Calculation and application of the indirect cost rate; and
  - 4.5.5. Application of the appropriate FFP rate.
- 4.6. Cost Pool Construction
- 4.6.1. The Contractor must comply with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement when constructing cost pools.
  - 4.6.2. The Contractor is prohibited from including any unallowable costs in any cost pool.
  - 4.6.3. The Contractor must include all costs used to calculate the FFP reimbursement to one of these six (6) cost pools:
    - 4.6.3.1. Cost Pool 1: MAC SPMP;
    - 4.6.3.2. Cost Pool 2: MAC Non-SPMP;
    - 4.6.3.3. Cost Pool 3a and 3b: Non-MAC;
    - 4.6.3.4. Cost Pool 4: MAC Direct Charge – enhanced;
    - 4.6.3.5. Cost Pool 5: MAC Direct Charge – non-enhanced; and
    - 4.6.3.6. Cost Pool 6: Allocated.
  - 4.6.4. Costs included in the calculation of an indirect cost rate are prohibited from being assigned to any of the six cost pools except by application of the indirect cost rate.
  - 4.6.5. All costs assigned to each cost pool must be allowable and comply with the descriptions in the CAP and Manual.
- 4.7. Calculating Allowable Medicaid Administrative Time
- The Contractor must:
- 4.7.1. Use only the RMTS or the Direct Charge method to calculate the percent of reimbursable time.
  - 4.7.2. Use the RMTS for all eligible staff who are not certified as a Single Cost Objective.
  - 4.7.3. Use the RMTS results produced by the System.
  - 4.7.4. Will not alter the RMTS results and will certify the accuracy of the data by signing the A19 by an authorized Contractor representative.



4.7.5. Use only the Direct Charge method for staff who are certified as a Single Cost Objective.

4.7.5.1. These staff are required to document their daily work activities in fifteen (15) minute increments.

4.7.5.1.1. Daily logs must be maintained according to the SOS record's retention schedule.

4.7.5.1.2. All daily logs must have a quarterly summary rolling up all time over the quarter.

4.7.5.2. These staff must complete a single cost objective certification quarterly using an HCA approved form.

4.7.5.3. Each single cost objective staff must be reported individually on the invoice.

4.7.5.4. The invoice must report the name, the actual amount of time spent performing allowable MAC activities, and total dollar amount claimed for reimbursement for each staff.

4.8. Direct Charge for Interpretation Service Contracts

The Contractor may only direct charge for a portion of the Interpretation Service contracts and only for allowable interpretation activities as described in this Agreement.

4.8.1. Services direct charged must be for interpretation activities identified as allowable activities within the Manual, the CAP, and this Agreement. The Contractor is prohibited from including any other portion of an Interpretation Services Contract in the calculation for FFP reimbursement.

4.8.2. Each interpretation activity must be documented to HCA's satisfaction, in fifteen (15) minute increments, using a patient encounter form that includes, at minimum, the following data elements:

4.8.2.1. Appointment time/duration;

4.8.2.2. Client Name/ID/transaction information;

4.8.2.3. Interpreter Agency;

4.8.2.4. Interpreter Name or Employee ID;

4.8.2.5. Language/communication type;

4.8.2.6. Requestor or nurse name; and

4.8.2.7. The forms must be maintained according to SOS Record's retention schedule.

- 4.8.3. The above data from all patient encounter forms, except Client Name/ID Information, must be transferred onto a single spreadsheet that is searchable and sortable must be available upon request. When requested, the data will be provided in a readable, usable, mutually agreed upon format.
  - 4.8.4. The invoice must report a summary for each Interpretation Service contract including the names of the interpreting staff, the total amount of time spent performing allowable MAC activities, and total dollar amount claimed for reimbursement.
  - 4.8.5. The Contractor is prohibited from altering the information on the patient encounter forms and certifies the accuracy of the data entered into the spreadsheet and the System by signing the A19 by an Authorized Representative.
- 4.9. Calculation and Application of the Pertinent MER
- 4.9.1. All MERs must be calculated quarterly and match the methodology outlined in the contractor's annual MER proposal.
  - 4.9.2. All MERs must be based on the quarter claimed.
  - 4.9.3. All MAC activities that benefit the Contractors Clients directly and are performed within a program that identifies Clients may use a Client-based MER as described in the CAP and Manual.
  - 4.9.4. All MAC activities that benefit the Contractors Clients directly and are performed within a program that operates a primary care or specialty clinic may use a clinic-based MER as described in the CAP and Manual.
  - 4.9.5. All MAC activities that benefit a larger population in the geographical region served by the Contractor, or in programs that do not identify Clients or collect demographic data may use the modified county-wide MER.
  - 4.9.6. The Contractor is required to collect and maintain demographic data used to determine Medicaid enrollment for all Clients served within budget units whose costs are included in the FFP reimbursement. The Contractor is prohibited from including clients from any budget unit that is not allowable within the MAC program.
- 4.10. Demographic Data Requirements for the Client MER:
- 4.10.1. All data related to Medicaid enrollment and the MER must be maintained according to the SOS records retention schedule.
  - 4.10.2. The information collected must be sufficiently detailed to determine Medicaid enrollment through HCA's ProviderOne System.
  - 4.10.3. The information must be entered in the Contractor's Client information System or data base.
  - 4.10.4. The Contractor must produce a single electronic list of all unduplicated Clients served over the quarter within thirty (30) business days of the end of the quarter.

- 4.10.5. The Contractor is prohibited from including the same Client more than once (duplicating) on the quarterly list.
- 4.10.6. The Contractor must submit the quarterly list to either their third party System operator or other System operator which calculates the Client-based and clinic-based MER.

#### 4.11. Calculation and Application of the Indirect Cost Rate

All indirect cost rates must be developed in accordance with all applicable regulations and guidelines including the 2 CFR Chapter I, Chapter II, part 200, et al (OMNI Circular).

The Contractor will ensure the following:

- 4.11.1. Have an indirect cost rate proposal approved by their Cognizant Agency;
- 4.11.2. Certify the accuracy of the indirect cost rate annually using HCA form 02-568 Certificate of Indirect Costs;
- 4.11.3. Verify all costs submitted to HCA for reimbursement are not duplicated through the indirect rate or any other mechanism; and
- 4.11.4. The Contractor is prohibited from requesting duplicate FFP for any cost.

#### 4.12. Application of the Appropriate FFP Rate

The Contractor is:

- 4.12.1. Permitted to claim seventy five percent (75%) enhanced FFP only for specific allowable MAC activities accurately reported to SPMP or Interpretation Activity Codes as described in the Manual;
- 4.12.2. Required to verify the accuracy of activities reported to Activity Codes 12b and 7d;
- 4.12.3. Prohibited from claiming seventy five percent (75%) FFP for any other activities.
- 4.12.4. Permitted to claim fifty percent (50%) for all other accurately reported MAC Activity Codes; and
- 4.12.5. Required to certify the accuracy of the FFP claimed for reimbursement by signing the A19.

#### 4.13. Certified Public Expenditures

The MAC invoice must document that there are adequate non-federal funds to support the costs of allowable MAC activities and be used as CPE.

The Contractor is:

- 4.13.1. Prohibited from using any source of funds that do not comply with federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement as CPE;
- 4.13.2. Required to certify all sources of funds used as for CPE are accurate, allowable, and in compliance with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement quarterly by completing a Certified Public Expenditure Local Match Certification quarterly and by signing the A19;
- 4.13.3. Required to use the Budgeting, Accounting and Reporting System (BARS manual) prescribed accounting and reporting for local governments to identify and document the revenue account codes for all local matching funds reported as CPE;
- 4.13.4. Required to ensure the source of all CPE funds are not federal tax money and are not used as a match for federal money (by the Contractor or any other agency);
- 4.13.5. Only permitted to use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended or services provided under this Agreement;
- 4.13.6. Required to have funds available for MAC activities and the funds must be within the Contractor's control and budget;
- 4.13.7. Prohibited from using provider-related donations or impermissible health care related tax source for CPE;
- 4.13.8. Prohibited from using any private donations or non-public funds as a source for CPE without authorization from CMS' Center for Medicaid and State Operations' National Institutional Reimbursement Team (NIRT);
- 4.13.9. Prohibited from requiring or allowing private non-profits to participate in the financing of the non-federal share of expenditures;
- 4.13.10. Prohibited from allowing non-governmental units to voluntarily provide, or be contractually required to provide, any portion of the non-federal share of the Medicaid expenditures;
- 4.13.11. Prohibited from using funds payable under this Agreement for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Agreement shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of a state or federal agency, or an officer or member of any state or federal legislative body or committee regarding the award, amendment, modification, extension, or renewal of a state or federal contract grant;
- 4.13.12. Required to expend the total computable cost to Subcontractors for performance of allowable MAC activities;
- 4.13.13. Prohibited from submitting a request for FFP reimbursement to HCA until they have actually incurred the total computable cost; and

- 4.13.14. Prohibited from requiring the Subcontractor to provide the non- federal share of the payment, or return any portion of the total computable cost to the Contractor.

#### 4.14. Revenue Offset

Federal or other unallowable funds that paid for MAC activities must be offset in the MAC invoice.

The Contractor is:

- 4.14.1. Prohibited from submitting a request for FFP reimbursement to HCA unless all funds are appropriately offset according to all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement;
- 4.14.2. Required to certify the accuracy of the funds that are offset and the accuracy of the requested FFP reimbursement by signing the A19;
- 4.14.3. Required to ensure there is no duplication in FFP reimbursement between programs or cost objectives;
- 4.14.4. Financially responsible for repayment of any duplicated funds;
- 4.14.5. Required to provide documentation that Coordinators have been trained and fully understands the scope of work and terms of each funding source; and
- 4.14.6. Required to perform an assessment to determine whether each cost objective contained within the MAC budget unit(s) has potential to overlap with MAC;
- 4.14.7. The Contractor is prohibited from using any source of funds contained within the MAC budget unit until they have been assessed and determined appropriate;
- 4.14.8. The Contractor must complete the assessment as frequently as necessary to ensure proper allocation of cost, but at least annually and must be available upon request.
- 4.14.9. If the assessment determines any portion of the scope of work overlaps with MAC activities, the entire cost objective is deemed to overlap and is prohibited from being used as CPE; and
- 4.14.10. Required to identify costs that must be offset, and verify the remaining net costs are allowable for inclusion in the MAC program and eligible for FFP reimbursement.

## 5. Skilled Professional Medical Personnel (SPMP) Requirements

Contractor staff who have completed a two-or-more-year program leading to an academic degree or certificate in a medically related profession, demonstrated by possession of a medical license, certificate or other document issued by a recognized National or State medical licensure or certifying organization, or a degree in a medical field issued by a college or university certified by a professional medical organization are eligible for a seventy five percent (75%) enhanced

reimbursement for specific MAC activities. Years of experience in the administration, direction, or implementation of the Medicaid program is not considered the equivalent of professional training in a field of medical care. The Contractor is permitted to perform SPMP activities as directed by HCA's Chief Medical Officer (CMO) to assist in achieving HCA's goals and administering the Medicaid State Plan.

The Contractor must:

- 5.1. Monitor and ensure that FFP reimbursement for SPMP activities are in compliance with all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement. Federal requirements include 42 CFR § 432.2, 432.45, 432.50, and 433.15.
- 5.2. Have all forms and documents supporting the designation of an SPMP entered into the System and retained according to the SOS record's retention schedule.
- 5.3. Not, and is prohibited from, requesting seventy five percent (75%) enhanced reimbursement for:
  - 5.3.1. Any staff who are not certified as an SPMP, as stated above;
  - 5.3.2. Any staff whose position descriptions do not require certified SPMP duties or responsibilities;
  - 5.3.3. Any staff who are not directly employed by the Contractor;
  - 5.3.4. Medical assistance expenditures;
  - 5.3.5. Any SPMP activities that are not directed by HCA's CMO and explicitly described in this Agreement (All other allowable MAC activities performed by an SPMP are eligible for 50% FFP); and
  - 5.3.6. Any activities that are not directly related to the administration of the State Medicaid plan.
- 5.4. Contribute to a quarterly SPMP report as needed by HCA and/or WSALPHO. Provide details and additional information needed for the report as requested by HCA and/or WSALPHO, within a mutually agreed upon time frame.
- 5.5. Participate in program planning and policy development meetings as requested by HCA.
  - 5.5.1. The meetings will include discussions related to, but not limited to, reviewing the SPMP reports and related topics or the effectiveness of the activities performed in support of HCA's goals and the Medicaid State Plan.
- 5.6. Comply with any changes to the allowable SPMP activities as directed by the CMO.
  - 5.6.1. Failure to comply with CMO directives may result in termination of SPMP participation in the MAC program.
- 5.7. Monitor and ensure that all activities reimbursed at the seventy five percent (75%) enhanced FFP are in support of the Medicaid State Plan and fall within the categories

below. All other allowable MAC activities performed by an SPMP are eligible for fifty percent (50%) FFP.

- 5.8. Comply with any changes to allowable SPMP activities as directed by the CMO that may include, but is not limited to the following:
  - 5.8.1. Clinical consultation with medical providers regarding best practices and adequacy of medical care covered by Medicaid. Includes, but is not limited to the following areas:
    - 5.8.1.1. Pediatric immunization issues;
    - 5.8.1.2. Access to Baby and Child Dentistry (ABCD) Emerging treatment/therapies for high risk populations;
    - 5.8.1.3. Coordination of Medicaid-covered medical services for medically at-risk populations;
    - 5.8.1.4. Medically fragile children;
    - 5.8.1.5. High risk pregnant women;
    - 5.8.1.6. Homeless individuals; and
    - 5.8.1.7. Individuals with multiple medical conditions.
  - 5.8.2. Case staffing on the medical aspects of cases requiring Medicaid-covered services including:
    - 5.8.2.1. Medically involved children in foster care;
    - 5.8.2.2. High risk pregnant women; and
    - 5.8.2.3. Individual with communicable diseases requiring extraordinary/non-standard medical care.
  - 5.8.3. Planning and coordination with local medical providers to facilitate earlier referrals and treatment for high-risk populations including but not limited to the following:
    - 5.8.3.1. Children in foster care;
    - 5.8.3.2. Homeless individuals; and
    - 5.8.3.3. Children with developmental delays or behavioral challenges.
  - 5.8.4. Providing medical consultation to the state regarding the Medicaid state plan including the following:
    - 5.8.4.1. Consultation with medical providers to improve birth outcomes for Medicaid children; and

- 5.8.4.2. Consultation with school personnel to improve health outcomes for children exhibiting developmental delays or behavioral challenges due to medical condition, family stress, or other factors.
- 5.8.5. Pediatric immunizations including but not limited to:
  - 5.8.5.1. Clinical consultation with providers concerning strategies to improve rates for pediatric immunizations.
- 5.9. Corrective Action Plan
- 5.10. HCA will pursue a Corrective Action Plan if a Contractor fails to meet any MAC program requirements described in the Cost Allocation Plan, Manual, this Agreement, or as determined by HCA. HCA will require a Corrective Action Plan if the Contractor fails to address or correct any problems sufficiently and in a timely manner, as determined by HCA.
  - 5.10.1. In the event HCA determines that the Contractor has failed to comply with the terms and conditions of this Contract, HCA will notify the Contractor in writing of the need to take corrective action.
  - 5.10.2. The Contractor must develop and submit a Corrective Action Plan to HCA for approval within thirty (30) calendar days of HCA's notification.
    - 5.10.2.1. If corrective action is not taken within the time period agreed to by both parties in writing, the Contract may be terminated per Section 29, *Termination for Cause*.
  - 5.10.3. If the Contractor fails to meet the requirements outlined in the Corrective Action Plan, HCA may impose remedial actions including, but not limited to:
    - 5.10.3.1. Conducting more frequent reviews;
    - 5.10.3.2. Delaying or denying payment of MAC claims;
    - 5.10.3.3. Recouping of funds; or
    - 5.10.3.4. Terminating the Contract.
  - 5.10.4. Other Contractor actions that may result in HCA remedial actions include, but are not limited to:
    - 5.10.4.1. Repeated and/or uncorrected errors in financial reporting;
    - 5.10.4.2. Failure to maintain adequate documentation;
    - 5.10.4.3. Failure to cooperate with state or federal staff;
    - 5.10.4.4. Failure to provide accurate and timely information to state or federal staff as required;



5.10.4.5. Failure to meet time study minimum response rates;

5.10.4.6. Failure to meet statistical validity requirements; and

5.10.4.7. Failure to comply with the terms and conditions of this Agreement.

## **6. Minimum Response Rate and Non-Responses**

Non-responses are moments not completed by Participant within five (5) business days, with the exception of expired moments where the Participant was on paid or unpaid leave. The return rate of valid responses for the RMTS must be a minimum of eighty five percent (85%). The following remedial action is required of the Contractor if the RMTS response rate drops below eighty five percent (85%).

6.1. Non-response rates greater than fifteen percent (15%):

6.1.1. HCA may send written notification to the Contractor requesting a Corrective Action Plan to ensure a minimum eighty five percent (85%) compliance rate for the RMTS is achieved in subsequent quarters.

6.1.2. The Contractor must develop and submit the plan to HCA for approval within thirty (30) business days of HCA's notification.

6.1.3. Failure to provide a timely Corrective Action Plan within thirty (30) business days may result in the Contractor being prohibited from participation in MAC for the following quarter or Contract termination; and

6.1.4. An eighty five percent (85%) compliance rate for the RMTS must be met in the following quarter.

6.2. Non-response rates greater than fifteen percent (15%) for two (2) consecutive quarters:

6.2.1. HCA may reduce reimbursement by thirty five percent (35%) for the second consecutive quarter.

6.2.2. The Contractor will be notified via Certified Mail of the reduced reimbursement; and

6.2.3. Eighty five percent (85%) compliance rate for the RMTS must be met in the following quarter.

6.3. Non-response rates greater than fifteen percent (15%) for three (3) consecutive quarters:

6.3.1. HCA may deny all reimbursement for the third consecutive quarter;

6.3.2. The Contractor may be prohibited from participating in MAC for the following quarter, which is the fourth consecutive quarter;

6.3.3. The Contractor will be notified via certified mail of the denied reimbursement for the third (3<sup>rd</sup>) consecutive quarter and prohibited participation in the MAC program;

6.3.4. The Contractor may not claim any denied or withheld reimbursement;

- 6.3.5. The Contractor may resume participation in the MAC program following the prohibited quarter (5<sup>th</sup> consecutive quarter); and
- 6.3.6. The Contract may be terminated if the eighty-five percent (85%) compliance rate is not met after the Contractor resumes claiming.

## **7. Administrative Fee**

HCA charges MAC contractors an Administrative Fee to offset HCA's costs for the administration of the MAC program. The rate is based on the costs associated with the staff effort spent on MAC related work for an entire State Fiscal Year (SFY) and is billed as a line item on the quarterly claim form A-19-1A submitted by the MAC contractor. This cost is divided by the dollar amount of administrative claims submitted by the participating contractors in the MAC program for the same SFY. The calculated rate is used on the claims for the subsequent SFY. At the end of the period, the rate used will be validated using the actual claimed expenditures for that period and any variances will be settled with the contractor during the second quarter of the new SFY.

## **8. HCA Responsibilities**

Health Care Authority is responsible for performing oversight of the Contractor's MAC program to ensure the effective administration of the MAC program and complying with all roles, responsibilities, limitations, restrictions, and documentation requirements described in the CAP, Manual, and this Agreement.

Including but not limited to the following:

- 8.1. Maintain oversight of the Contractor's MAC program and monitoring activities including review of all components of the time study, claiming, training, or anything MAC related.
- 8.2. Direct the MAC activities reimbursable at the enhanced seventy five percent (75%) rate for all Skilled Professional Medical Personnel (SPMP) participating in the Contractor's MAC program.
- 8.3. Review the Contractor's monitoring activities to ensure monitoring is occurring and any identified issues are addressed as deemed appropriate by HCA.

This will include but is not limited to the following:

- 8.3.1. Review of time study responses;
- 8.3.2. Accuracy of coding;
- 8.3.3. Appropriateness of code changes; Sufficiency of backup documentation; and
- 8.3.4. Non-response rates.
- 8.4. Verify the Contractor has entered all necessary data into the System and verify all data entered was certified by the Contractor as accurate.
- 8.5. Review all claimed costs prior to issuing reimbursement to ensure they are allowable, reasonable, and are supported by documentation that is sufficiently detailed to permit

HCA, CMS, or others to determine whether the costs are necessary for the proper and efficient administration of the state plan. This includes but is not limited to; source documentation of staff costs, operating expenses, and subcontracted vendor costs.

- 8.6. Review the RMTS Consortia organization and membership, including the Lead Agency identified, annually and issuing an official notice of approval or denial.
- 8.7. Review all MAC related training materials prior to their use in the MAC program and issuing an official notice of approval or denial. This includes multimedia video, audio, digital, or other electronic sources, and paper based training materials.
- 8.8. Evaluate RMTS and claiming data prior to issuing quarterly reimbursements to ensure the RMTS results and claimed costs are appropriate according to all applicable laws, Regulations and guidelines specific to the MAC program. This evaluation will also be used to identify trends, best practices for the MAC program, quality assurance, training needs, areas in need of improvement, or other concerns related to the MAC program and HCA's oversight responsibilities.
- 8.9. Issue corrective action plans as necessary and determined by HCA's oversight capacity that includes but is not limited to, quarterly reviews of RMTS and claiming data, the Contractor's failure to be in compliance with all applicable laws, Regulations and guidelines specific to the MAC program and this Agreement, or other quality assurance needs.
- 8.10. Produce and update the CAP, Manual, Contracts, training materials, or other MAC related documentation as needed and make it available to the Contractor.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-524

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<b>File ID:</b>	AB2020-524	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/03/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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Primary Contact Email: [Click here to enter text.](#)

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

Ordinance creating a Child and Family Well-Being Taks Force

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

The Whatcom Working Towards Well-being Action Plan calls for the creation of a county task force, or other official county committee, to ensure that diverse community partners are informed, coordinated and included in the implementation of the action plan, make additional recommendations, and regularly report progress to County Council and County Executive,

---

### **HISTORY OF LEGISLATIVE FILE**

---

Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** Proposed Ordinance

1 PROPOSED BY: \_\_\_\_\_  
2 INTRODUCTION DATE: NOVEMBER 24, 2020  
3  
4

5 ORDINANCE NO. \_\_\_\_\_  
6

7 **ESTABLISHING WHATCOM COUNTY CODE 2.106**  
8 **AND CREATING A WHATCOM COUNTY**  
9 **CHILD AND FAMILY WELL-BEING TASK FORCE**  
10

11 **WHEREAS**, in April 2019, the County Health Board adopted Resolution 2019-020  
12 affirming commitment to Whatcom County's Young Children and Families; and  
13

14 **WHEREAS**, in February 2020, the County Health Board officially adopted a child and  
15 family action plan entitled: "Whatcom Working Towards Well-being: An Action Plan for  
16 County Government" (Action Plan); and  
17

18 **WHEREAS**, the Action Plan calls for the development of an ordinance to create a  
19 county task force, or other official county committee, with high level staffing and resources  
20 to ensure that diverse community partners are informed, coordinated and included in the  
21 implementation of the action plan, make additional recommendations, and regularly report  
22 progress to County Council and County Executive; and  
23

24 **WHEREAS**, the Action Plan recommends using the County Incarceration Prevention  
25 and Reduction Task Force as a model, including representatives from government,  
26 community organizations, and families; and  
27

28 **WHEREAS**, the Action Plan also specifies that the task force will focus on tracking  
29 and furthering progress of community efforts to achieve the desired results for children and  
30 families.  
31

32 **NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that  
33 Whatcom County Code Chapter 2.106 is hereby established, creating a Whatcom County  
34 Child and Family Well-being Task Force as outlined in Exhibit A to this ordinance.  
35

36 **BE IT FURTHER ORDAINED** that the initial tasks to be accomplished by the Task  
37 Force are as follows:  
38

39 **A. Develop processes and procedures to ensure that all work of the Task Force**  
40 **is embedded in principles of:**

- 41 a. Equity, with specific attention to racial equity  
42 b. Family engagement  
43 c. Results-based approaches  
44

45 **B. Develop recommendations for County infrastructure to promote child and**  
46 **family wellbeing**

- 47 a. Clarify scope and purpose of infrastructure  
48 b. Identify and evaluate infrastructure models such as a County Office of Child and  
49 Family Well-being  
50 c. Recommend funding approaches to build and sustain infrastructure  
51 d. Recommend policies and practices that increase accountability to parents,  
52 caregivers, and stakeholders from under-represented communities in county  
53 committees and workgroups.

- 1 e. Propose strategies to adopt trauma-informed practices across County  
2 government, including staff training and development  
3

4 **C. Develop recommendations for adoption of a “children and families first”**  
5 **approach for County policy and funding decisions across all departments**

- 6 a. Recommend policy and program review process  
7 b. Recommend ways to fully integrate parents, caregivers, and stakeholders from  
8 underrepresented communities in county committees and workgroups, including  
9 compensation for time  
10 c. Recommend processes to ensure consideration and prioritization of child and  
11 family needs in county funding decisions  
12

13 **D. Develop recommendations to promote shared governmental and**  
14 **community accountability for child and family results**

- 15 a. Review results approaches in other communities and recommend strategies for  
16 County adoption  
17 b. Identify mechanisms for government and community stakeholders to agree on  
18 and work together toward desired results, including identification of key strategies  
19 and actions  
20 c. Identify mechanisms to track and share progress on key indicators aligned with  
21 desired results  
22

23 **E. Develop recommendations for coordination and enhancement of existing**  
24 **county initiatives focused on issues impacting young children and their**  
25 **families**

- 26 a. Review existing County initiatives and groups focused on issues such as racial  
27 equity, housing, behavioral health, economic development, and incarceration  
28 prevention, and recommend ways to incorporate focus on young children and  
29 their families into these initiatives and groups.  
30 b. Review existing community initiatives addressing high priority concerns such as  
31 child/family homelessness, lack of access to affordable child care and early  
32 learning opportunities, and need for child/family behavioral health supports and  
33 identify opportunities for additional County support and coordination.  
34

35 **F. Develop recommendations for new, or enhancement of existing, funding**  
36 **streams to support child and family programs and services that are aligned**  
37 **with desired results**

- 38 a. Recommend scope and process of fiscal analysis  
39 b. Review and recommend options for new or enhanced funding streams  
40

41 **BE IT FINALLY ORDAINED** that the initial work of the Task Force for the above  
42 tasks shall be accomplished and reported to the County Council and County Executive in the  
43 following phases:  
44

45 PHASE I – Establish Task Force processes and procedures. Clarify goals and metrics.  
46 Establish processes for shared accountability for results. Evaluate and recommend  
47 infrastructure model for County adoption. Propose scope and approach for County  
48 fiscal analysis to identify existing and potential funding streams for child and family  
49 programs. Review and identify existing child and family serving collaborative  
50 resources and initiatives, and infrastructure. Recommend strategies to fill the gaps  
51 identified. Deliver the initial Phase I report by June 1, 2021.  
52

1 PHASE II -- Develop and establish methods to increase and stabilize funding streams  
2 for child and family programs, services, and infrastructure. Deliver the initial Phase II  
3 report as completed no later than March 2022.

4  
5 PHASE III – Develop specific operational plans and budgets leading to  
6 implementation of appropriate programs, services and infrastructure. Include details  
7 on assignment of responsibilities, and projected outcomes anticipated. Deliver the  
8 initial Phase III report with sufficient details to proceed with programs and  
9 infrastructure no later than October 1, 2022.

10  
11  
12 **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

13  
14  
15  
16 **ATTEST:**

**WHATCOM COUNTY COUNCIL**  
**WHATCOM COUNTY, WASHINGTON**

17  
18  
19 \_\_\_\_\_  
20 **Dana Brown-Davis, Clerk of the Council**

\_\_\_\_\_  
**Barry Buchanan, Council Chair**

21  
22  
23 **APPROVED AS TO FORM:**

**WHATCOM COUNTY EXECUTIVE**  
**WHATCOM COUNTY, WASHINGTON**

24  
25  
26 \_\_\_\_\_  
27 **Civil Deputy Prosecutor**

\_\_\_\_\_  
**Satpal Sidhu, County Executive**

( ) Approved ( ) Denied

**Date Signed:**

28  
29  
30  
31 \_\_\_\_\_  
32

## **EXHIBIT A**

### **Chapter 2.106**

#### **CHILD AND FAMILY WELL-BEING TASK FORCE**

##### **Sections:**

##### **2.106.010 Established**

##### **2.106.020 Purpose**

##### **2.106.030 Function**

##### **2.106.040 Permanent Members**

##### **2.106.050 Additional Appointed Members**

##### **2.106.060 Term of Office**

##### **2.106.070 Organization – Meetings**

##### **2.106.080 Staff and Funding Support**

##### **2.106.090 Reporting**

##### **2.106.010 Established**

There is hereby established a Whatcom County Child and Family Well-being Task Force.

##### **2.106.020 Purpose**

The purpose of the Whatcom County Child and Family Well-being Task Force is to continually review Whatcom governmental impact on children and families and make specific recommendations for improvements for all departments

##### **2.106.030 Function**

The Task Force will consider input from diverse families throughout Whatcom County and evidence-based and promising practices and report on and make recommendations to County Council, Executive, and other appropriate officials regarding implementation of recommendations in the Whatcom Working Toward Well-being: An Action Plan for County Government (Action Plan) as adopted on February 4, 2020.

##### **2.106.040 Permanent Members**

Members of the Child and Family Well-being Task Force shall include the following 15 representatives, appointed by their designated agency:

- A. Three representatives from families selected by Generations Forward Family Council
- B. One representative from Whatcom Early Learning Alliance
- C. One representative from Whatcom Taking Action for Children/Youth with Special Health Needs
- D. One representative from School Superintendents (selected by Superintendents)
- E. One representative from Department of Children, Youth and Families (DCYF)
- F. One representative from the Whatcom County Health Department (selected by Health Director)
- G. One representative from Public Health Advisory Board (selected by PHAB)
- H. One member of the Whatcom County Council/Health Board
- I. Whatcom County Executive or alternate
- J. One representative from City of Bellingham
- K. One representative from small cities (selected by the Small Cities Partnership)
- L. One representative from Lummi Nation (selected by Lummi Nation)
- M. One representative from Nooksack Tribe (selected by Nooksack Tribe)

These representatives are not subject to term limits. The individual agencies will determine who will represent them on the Task Force.



### **2.106.050 Additional Appointed Members**

In addition to officials designated above, the Child and Family Well-being Task Force shall include the following 15 members who represent at least one of the following experiences, appointed by the Whatcom County Council:

1. Community Members from Under-Represented Communities: Hispanic/Latino, American Indian/Alaska Native, Black/African American, Immigrant, Rural (up to 5 members)
2. Representative from a Community Action Agency, Non-Profit Housing Organization or Social Service Agency (up to 2 members)
3. Representative from the Faith Community
4. Representative from Private School, Home School, Higher Education or Child Care Provider (up to 2 members)
5. Medical and Behavioral Health Care Provider serving young children and families
6. Community Members with experience caring for children such as Parent, Foster Parent, Grandparent, or Guardian. (up to 3 members)
7. Representative from Private Business, Corporation, or Philanthropic Organization

### **2.106.060 Term of Office**

The term of office for appointed members shall be four years; members may apply for and be appointed to an additional consecutive four-year term. Appointment of members shall comply with Chapter 2.03 WCC.

### **2.106.070 Organization — Meetings.**

- A. Meetings of the task force shall be open and accessible to the public and shall be subject to the Open Public Meetings Act.
- B. At every meeting, the task force will schedule an open session to take public comment.
- C. Written records of meetings, resolutions, research, findings and recommendations shall be kept and such records shall be submitted to county staff and shall be made public, including posting on the county website.
- D. The task force shall adopt its own rules and procedures for the conduct of business.
- E. The task force shall elect co-chairs (including at least one representing family perspective) from among its members who shall preside at its meetings.
- F. The task force shall determine its meeting schedule and agenda, but shall meet at least quarterly.
- G. The task force may form and appoint ad hoc committees to work on specific issues, so long as at least two committee members are also members of each ad hoc committee.

### **2.106.080 Staff and Funding Support**

The Task Force will have full support from the Council, the County Executive's Office, Health Department staff, and locally delivered paid consultant assistance to conduct and complete its tasks in an efficient and effective manner.

### **2.106.090 Reporting**

As outlined in the Phases of the Ordinance and at least biannually thereafter, no later than March 30 and September 30 of each year, the Task Force will provide a report and recommendations to the County Council and County Executive on progress.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-535

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<b>File ID:</b>	AB2020-535	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/09/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

---

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

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

Ordinance amending the project budget for the E. Smith/Hannegan Road Intersection Improvements Fund, request no. 1

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

Requests appropriation of \$3,925,000 to fund the construction phase and wetland mitigation requirements of the E. Smith/Hannegan Rd Intersection Improvements project, to be funded by grants and local road funds.

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Proposed Ordinance, Proposed Ordinance - Exhibit A, Memo, Supplemental Budget Request, CRP Narrative

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE E.  
SMITH/HANNEGAN ROAD INTERSECTION IMPROVEMENTS FUND,  
REQUEST NO. 1**

**WHEREAS**, Ordinance No. 2018-057 established the E. Smith/Hannegan Road Intersection Improvements Fund in 2018 granting expenditure authority to initiate preliminary engineering for the multi-year project, and;

**WHEREAS**, the preliminary engineering of the E. Smith/Hannegan Road Intersection Improvements is approximately 90% complete, with permitting and property rights acquisition in progress, and;

**WHEREAS**, it is now necessary to add to the project based budget to supplement design and continue with the construction and construction engineering services, and;

**WHEREAS**, the East Smith & Hannegan Road Intersection Improvements Project was confirmed on the Council approved 2021 Annual Construction Program and is item number 2 on the Council approved 2021-2026 Six Year Transportation Improvement Program (2021-2026 STIP), and;

**WHEREAS**, the 2021-2026 STIP estimate of \$3.565 million in remaining project expenses is an estimate only and therefore should be budgeted with a 10% contingency ,and;

**WHEREAS**, the project has secured \$2 million of outside funding commitments (\$1 million federal Highway Safety Improvement Program funds and \$1 million federal Surface Transportation Block Grant funds), and;

**WHEREAS**, additional Road funds of up to \$1.925 million, including contingency amounts, will be used to supplement the project's grant funding;

1       **NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that  
2 Ordinance No. 2018-057, associated with establishing a project based budget for  
3 the E. Smith/Hannegan Rd Intersection Improvements Fund, is hereby amended,  
4 effective January 1<sup>st</sup>, 2021, by adding an additional amount of \$3,925,000 of  
5 expenditure authority to the project budget for a new current project budget  
6 expenditure amount of \$4,785,000 as described in Exhibit "A"

7  
8  
9       **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

10  
11  
12 ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

13  
14  
15 Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Chair of the Council

16  
17  
18  
19 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

20  
21  
22 Approved Electronically CQ/CPK 11-09-20

23 Christopher Quinn  
24 Senior Civil Deputy Prosecuting Attorney

Satpal Singh Sidhu, County Executive

(    ) Approved      (    ) Denied

25  
26  
27 Date Signed: \_\_\_\_\_  
28  
29

Exhibit "A"

**Project Based Budget - Budget Request Tracking Sheet**

11/5/2020

AJT

Project Title: **E. Smith Road & Hannegan Road Intersection Improvements**

Project Codes: **CRP No. 914002; Cost Center 382100**

Project Based Budget Request: **No. 1**

Duration Requested: **4 yrs (2020, 2021, 2022, 2023)**

Budget Account	Project Activity	Current Approved Project Budget		Amended Project Budget Request		New Approved Project Budget
595110	Preliminary Engineering (In-House & Consultant)	\$640,000		\$110,000		\$750,000
595200	Right of Way	\$220,000				\$220,000
595300	Construction			\$3,365,000		\$3,365,000
595120	Construction Engineering (In-House & Consultant)			\$450,000		\$450,000
		<b>TOTAL</b>	<b>\$860,000</b>	<b>\$3,925,000</b>		<b>\$4,785,000</b>

Object Account	Project Funding	Current Approved Project Revenue		Amended Project Revenue Request		New Approved Project Revenue
8301	Local Funds (transfer from Road Fund)	\$860,000		\$1,925,000		\$2,785,000
4333	Federal STBG Funds (Reimbursement for construction)*			\$1,000,000		\$1,000,000
4333	Federal HSIP Funds (Reimbursement for construction)*			\$1,000,000		\$1,000,000
		<b>TOTAL</b>	<b>\$860,000</b>	<b>\$3,925,000</b>		<b>\$4,785,000</b>

\* Funds committed, but not yet obligated

\*HSIP = Highway Safety Improvement Program

\*STBG = Surface Transportation Block Grant

Jon Hutchings  
Director



James P. Karcher, P. E.  
*County Engineer*  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## MEMORANDUM

**To:** The Honorable Satpal Singh Sidhu, Whatcom County Executive, and  
The Honorable Members of the Whatcom County Council

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

**From:** James P. Karcher, P.E., County Engineer *JP K*

**Date:** November 6, 2020

**Subject:** E. Smith/Hannegan Road Intersection Improvements;  
CC 382100; CRP No 914002  
**Project Based Budget Amendment No. 1 to Ordinance 2018-057**

---

Enclosed for your review and signature is Amendment No. 1 to Ordinance 2018-057 associated with the E. Smith/Hannegan Road Intersection Improvement's Project Based Budget Fund.

### **Requested Action**

Public Works respectfully requests that the County Council and the County Executive sign Amendment No. 1 to Ordinance 2018-057 for the E. Smith/Hannegan Road Intersection Improvements Project Based Budget Fund.

### **Background and Purpose**

The E. Smith/Hannegan Road Intersection Improvement's Project Based Budget Fund was established by Ordinance 2018-057 for an amount of \$860,000. This request will increase the Project Based Budget fund amount by \$3,925,000 to cover the construction contract, the consultant construction services, in-house construction engineering & contract administration and wetland mitigation requirements. The request includes a contingency to address the fact that the remaining construction phase items are an estimate. The total project budget authority will be \$4,785,000.

Current project status is: Design phase for the roundabout is at approximately 90% complete; Permitting and Right of Way are in progress.

### **Funding Amount and Source**

The construction contract and construction engineering work will be funded by a variety of sources including Federal Highway Safety Improvement Program Funds & Surface Transportation Block Grant Funds and Local Road Funds as detailed in the attached documents.

Please contact Andrew Tischleder at extension 6224, if you have any questions or concerns regarding the details of this Project Based Budget Amendment No. 1.

## Supplemental Budget Request

**Public Works**

**Engineering Design/Const**

Suppl ID # 3132

**Fund** 382

**Cost Center** 382100

**Originator:** Jim Karcher

**Expenditure Type:** One-Time

**Year** 1 2021

**Add'l FTE** ☐

**Add'l Space** ☐

**Priority**

1

**Name of Request:** Fund 382 E. Smith/Hannegan Intersection Imp. Req 2

**X**

**Department Head Signature (Required on Hard Copy Submission)**

**Date**

11/9/20

<b>Costs:</b>	<b>Object</b>	<b>Object Description</b>	<b>Amount Requested</b>
	4333.2022	STP (Surface Trans Prog	(\$1,000,000)
	4333.2029	FHWA-Other	(\$1,000,000)
	6110	Regular Salaries & Wages	\$145,000
	6110	Regular Salaries & Wages	\$65,000
	6290	Applied Benefits	\$105,000
	6290	Applied Benefits	\$45,000
	6630	Professional Services	\$200,000
	7380	Other Improvements	\$3,365,000
	8301	Operating Transfer In	(\$1,925,000)
	<b>Request Total</b>		<b>\$0</b>

### 1a. Description of request:

The intersection of East Smith and Hannegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E. This project is listed #R2 on the 2021-2026 Six-Year Transportation Improvement Program and currently experiences delays due to the lack of left-turn channelization on Smith Road. Traffic counts and warrants have been completed. Additionally, an associated 'Alternatives Analysis' was performed by a traffic consultant in 2018. Construction proposed for 2021 or 2022 depending ROW acquisition, utility relocation, and environmental permitting. This request is to provide the funding needed in the project based budget for the construction and construction engineering work related to this project.

### 1b. Primary customers:

All road users who travel on the Hannegan and Smith Road corridors.

### 2. Problem to be solved:

The main purpose of the intersection improvements is to improve vehicle operations and increase safety for vehicle drivers, bicyclists, and pedestrians.

### 3a. Options / Advantages:

The alternatives analysis completed in 2018 compared three alternatives for improvements to the intersection. The three alternatives were an upgraded traffic signal with protected left turn movements, a single-lane roundabout, and a double-lane roundabout. The double-lane roundabout provided the highest level of vehicle operations for a twenty year design life, while providing a much safer intersection than the existing signal or an upgraded signal.

### 3b. Cost savings:

Potential costs savings are realized by an improved level of service for the motoring public and potential decrease in motor vehicle accidents.

### 4a. Outcomes:

The approval of budget authority will allow for the completion of design, R/W acquisition, permitting, and construction of the chosen alternative

## Supplemental Budget Request

---

### Public Works

### Engineering Design/Const

---

Suppl ID # 3132
-----------------

**Fund** 382**Cost Center** 382100**Originator:** Jim Karcher

---

**4b. Measures:**

The measures of success will be obligation of construction grant funds of \$2 million when R/W is certified and environmental permits are signed off by FHWA and WSDOT.

**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:**

The construction contract and construction engineering work will be funded with Surface Transportation Block Grant (STBG) and Highway Safety Improvement Program funds. The remainder will be covered with local Road funds.

Current Funding:

Road Funds: \$860,000

Proposed Additional Funding:

Federal STBG: \$1,000,000

Federal HSIP: \$1,000,000

Road Funds: \$1,925,000

Total Project Budget: \$4,785,000



## East Smith Road & Hannegan Road Intersection Improvements CRP # 914002

**Construction Funding Year(s):** 2021 - 2022

**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:** \$4,785,000

**Expenditures to Date:** \$450,000

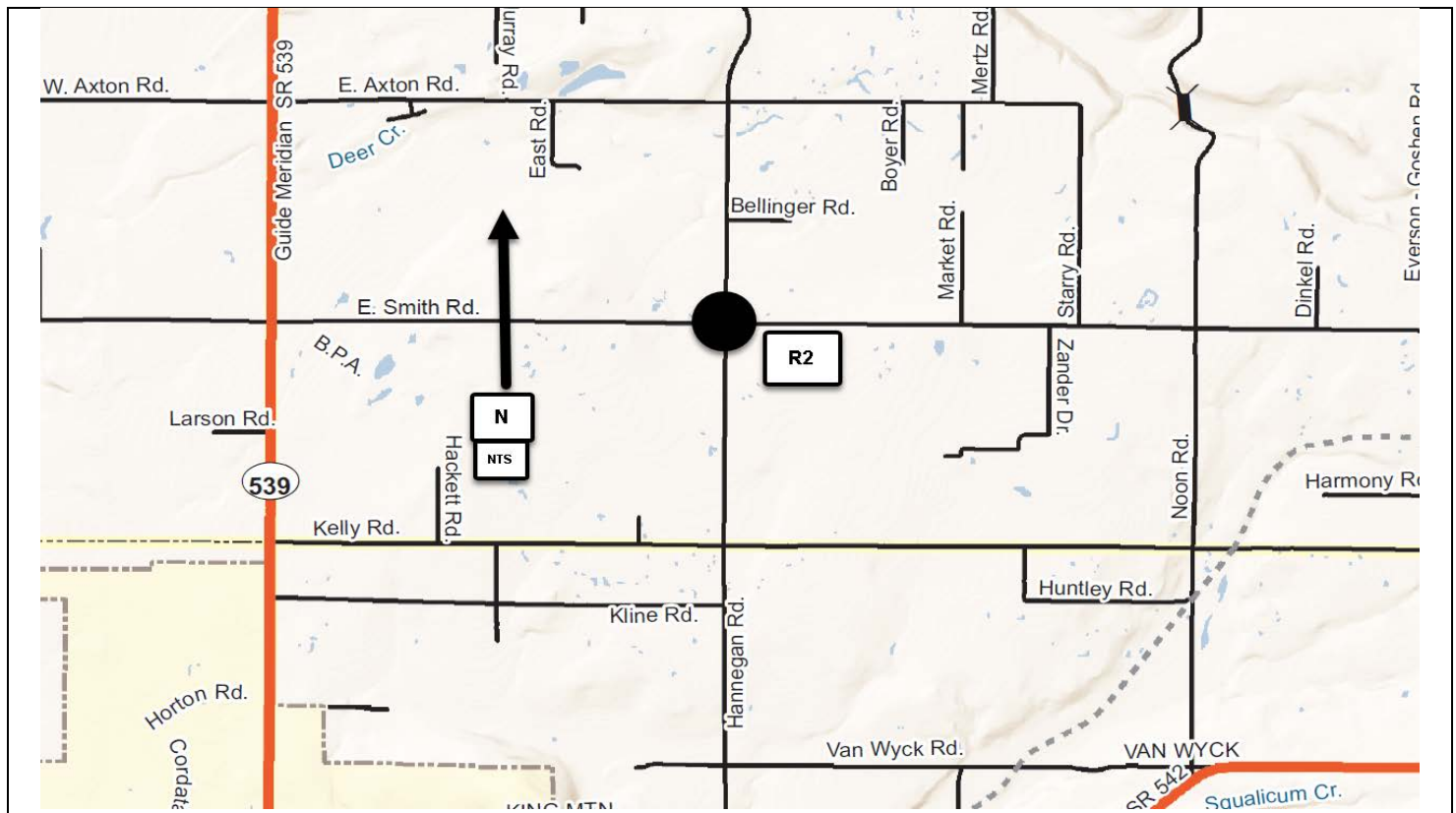
**Funding Sources:**

Federal	\$2,000,000 STBG/HSIP available in 2021
State	\$0
Local	\$2,785,000

<b>Environmental Permitting</b>	NEPA, ESA, Corp of Engr, Clrg/CAO, DOE
---------------------------------	--

<b>Right-of-Way Acquisition (Estimate)</b>	\$220,000
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<b>County Forces (Estimate)</b>	N/A
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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: AB2020-536

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<b>File ID:</b>	AB2020-536	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/09/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

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

Ordinance amending the project budget for the Marine Drive, Locust Ave to Alderwood Ave, Reconstruction Fund, request no. 1

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

Requests appropriation of \$3,379,695 to fund the construction phase of the Marine Drive (Locust Ave to Alderwood Ave) Reconstruction & Bicycle/Pedestrian Facilities project, to be funded by grants and local road funds.

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** Proposed Ordinance, Exhibit A, Memo, Supplemental Request, Marine Dr Project Narrative

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE  
MARINE DRIVE, LOCUST AVE TO ALDERWOOD AVE, RECONSTRUCTION FUND,  
REQUEST NO. 1**

**WHEREAS**, Ordinance No. 2018-070 established the Marine Drive, Locust Ave to Alderwood Ave, Reconstruction Fund in 2018 granting expenditure authority to initiate preliminary engineering for the multi-year project, and;

**WHEREAS**, the preliminary engineering (design) of the Marine Drive (Locust Ave to Alderwood Ave) Reconstruction & Bicycle/Pedestrian Facilities project is approximately 90% complete, with permitting and property rights acquisition in progress, and;

**WHEREAS**, it is now necessary to add to the project based budget to continue with the construction and construction engineering services, and;

**WHEREAS**, the Marine Drive (Locust Ave to Alderwood Ave) Reconstruction & Bicycle/Pedestrian Facilities project was confirmed on the Council approved 2021 Annual Construction Program and is item number 3 on the Council approved 2021-2026 Six Year Transportation Improvement Program (2021-2026 STIP), and;

**WHEREAS**, the 2021-2026 STIP estimate of \$3.510 million in remaining project expenses is an estimate only and therefore should be budgeted with a 10% contingency ,and;

**WHEREAS**, the project has secured \$1.51 million of outside funding commitments (\$1.30 million federal Surface Transportation Block Grant funds and \$0.21 million federal Transportation Alternative grant funds), and;

**WHEREAS**, additional Road funds of up to \$1.87 million, including contingency amounts, will be used to supplement the project's grant funding;

1       **NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that  
2 Ordinance No. 2018-070, associated with establishing project based budget for the  
3 Marine Drive, Locust Ave to Alderwood Ave, Reconstruction Fund, is hereby  
4 amended, effective January 1<sup>st</sup>, 2021, by adding an additional amount of  
5 \$3,379,695 of expenditure authority to the project budget for a new current project  
6 budget expenditure amount of \$4,177,195 as described in Exhibit "A".  
7  
8

9       **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

10  
11  
12 ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

13  
14  
15 \_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Chair of the Council

16  
17  
18  
19 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

20  
21  
22 Approved Electronically CQ/ *CPK* 11-09-2020  
23 Christopher Quinn  
24 Senior Civil Deputy Prosecuting Attorney

\_\_\_\_\_  
Satpal Singh Sidhu, County Executive

(    ) Approved      (    ) Denied

25  
26  
27 Date Signed: \_\_\_\_\_  
28  
29

## Exhibit "A"

**Project Based Budget - Budget Request Tracking Sheet**

11/6/2020

BW/JPK

Project Title: **Marine Drive (Locust Ave to Alderwood Ave) Reconstruction and Bicycle/Pedestrian Facilities**Project Codes: **CRP No. 917001; Cost Center 380100**Project Based Budget Request: **No. 2**Duration Requested: **3 yrs (2020-2022)**

Budget Account	Project Activity	Current Approved Project Budget	Amended Project Budget Request	New Approved Project Budget
595110	Preliminary Engineering (In-House & Design Consultant)	\$747,500	\$0	\$747,500
595200	Right of Way	\$50,000	\$0	\$50,000
595300	Construction - Federal STBG, TA, and Local Funds		\$3,000,000	\$3,000,000
595120	Construction Engineering (In-House & Consultant)		\$379,695	\$379,695
<b>TOTAL</b>		<b>\$797,500</b>	<b>\$3,379,695</b>	<b>\$4,177,195</b>

Object Account	Project Funding	Current Approved Project Revenue	Amended Project Revenue Request	New Approved Project Revenue
4333	Federal STBG (Reimbursement for construction)*		\$1,304,695	\$1,304,695
4333	Federal TA (Reimbursement for construction)*		\$205,000	\$205,000
8301	Local Funds (transfer from Road Fund)	\$797,500	\$1,870,000	\$2,667,500
<b>TOTAL</b>		<b>\$797,500</b>	<b>\$3,379,695</b>	<b>\$4,177,195</b>

\* Funds committed, but not yet obligated

Jon Hutchings  
Director



James P. Karcher, P. E.  
*County Engineer*  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## MEMORANDUM

**To:** The Honorable Satpal Singh Sidhu, Whatcom County Executive, and  
The Honorable Members of the Whatcom County Council

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

**From:** James P. Karcher, P.E., County Engineer *JP K*

**Date:** November 6, 2020

**Subject:** Marine Dr. (Locust Ave to Alderwood Ave) Reconstruction & Bicycle/Pedestrian Facilities  
CC 380100; CRP No 917001  
**Project Based Budget Amendment No. 1 to Ordinance 2018-070**

---

Enclosed for your review and signature is Amendment No. 1 to Ordinance 2018-070 associated with the Marine Drive, Locust Ave to Alderwood Ave, Reconstruction Fund.

### Requested Action

Public Works respectfully requests that the County Council and the County Executive sign Amendment No. 1 to Ordinance No. 2018-70 for the aforementioned Project Based Budget Fund.

### Background and Purpose

Current status of the preliminary engineering/design phase for this roadway reconstruction project is at approximately 90% complete, with project permitting and right-of-way acquisitions in progress. The initial Project Based Budget Fund was established by Ordinance 2018-070 in the amount of \$797,500 for the purpose of preliminary engineering and right-of-way. This request will increase the Project Based Budget fund amount by \$3,379,695 to cover the construction contract, the consultant construction services, and in-house construction engineering & contract administration. The request includes a contingency to address the fact that the remaining construction phase items are an estimate. The total project budget authority will be \$4,177,195.

### Funding Amount and Source

The construction contract and construction engineering work will be funded with Surface Transportation Block Grant (STBG) and Transportation Alternatives (TA) federal grant fund programs, and the balance paid with Local Road Funds as detailed in the attached documents.

Please contact Jim Karcher at extension 6271, if you have any questions or concerns regarding the details of this Project Based Budget Amendment No. 1.

## Supplemental Budget Request

**Public Works**

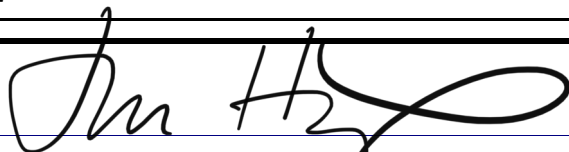
**Engineering Design/Const**

Suppl ID # 3133 Fund 380 Cost Center 380100 Originator: Jim Karcher

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

**Name of Request: Fund 380 Marine Drive Locust to Alderwood Req 2**

**X**



11/9/20

**Department Head Signature (Required on Hard Copy Submission)**

**Date**

Costs:	Object	Object Description	Amount Requested
	4333.2022	STP (Surface Trans Prog	(\$1,304,695)
	4333.2026	Federal Aid Other	(\$205,000)
	6110	Regular Salaries & Wages	\$190,000
	6290	Applied Benefits	\$139,695
	6630	Professional Services	\$50,000
	7380	Other Improvements	\$3,000,000
	8301	Operating Transfer In	(\$1,870,000)
	<b>Request Total</b>		<b>\$0</b>

### 1a. Description of request:

This project is located on Marine Drive between Locust Ave and Alderwood Ave, in Section 15 of T38N, R2E. The work involves reconstruction of approximately 0.5 miles of roadway with emphasis on bicycle/pedestrian and stormwater quality enhancements. This project is listed #R3 on the 2021-2026 Six-Year Transportation Improvement Program, with construction proposed for 2021. This request is to provide the funding needed in the project based budget for the construction and construction engineering work related to this project.

### 1b. Primary customers:

Citizens of Whatcom County including the traveling public in motor vehicles, pedestrians and bicyclists.

### 2. Problem to be solved:

The main purpose of the roadway corridor improvement is to increase safety for vehicle drivers, bicyclists, and pedestrians. Additionally, having sufficient budget capacity, with contingency in the Project Based Budget, will allow Public Works to address construction concerns in a timely and cost effective manner.

### 3a. Options / Advantages:

The project shall improve safety by the addition of street lighting, bicycle lanes, concrete curb/gutter and sidewalks, and a pedestrian actuated crosswalk at the western end of the project. ADA accessible routes in the corridor shall be improvement with the removal of existing obstructions and barriers including the replacement of non-compliant driveway and intersection ramps and updating stormwater and sewer manhole castings with slip-resistant covers. Roadway design options are limited as the project is located within the City of Bellingham Urban Growth Area boundary, and is being constructed to City Urban Arterial roadway standards per the Interlocal Agreement between the City of Bellingham and Whatcom County. Advantages provided by the projects improvements include establishing a continuous multimodal roadway corridor, by advancing ADA accessible routes and bicycle lanes consistent with existing improvements in the urban area.

### 3b. Cost savings:

The project improvements shall provide a significantly improved level of safety for bicycle and pedestrian users of the roadway corridor, resulting in reducing the likelihood of future accidents and mitigating the risk of claims against the County. The civil design has been conducted in a manner that efficiently

## Supplemental Budget Request

### Public Works

### Engineering Design/Const

Suppl ID # 3133

**Fund** 380

**Cost Center** 380100

**Originator:** Jim Karcher

improves the roadway corridor to City Urban Arterial roadway standards and minimizing costs associate with construction.

#### **4a. Outcomes:**

The approval of budget authority will allow for the completion of the project by funding the construction contract, construction engineering, and provide contingency funds for unseen contract issues.

#### **4b. Measures:**

The measures of success will be the obligation of construction grant funds of \$1.5 million, and completing of construction in the summer of 2021.

#### **5a. Other Departments/Agencies:**

The project is located within the City of Bellingham Urban Growth Area boundary, and is being constructed to City Urban Arterial roadway standards per the Interlocal Agreement between the City of Bellingham and Whatcom County.

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

N/A

#### **6. Funding Source:**

The construction contract and construction engineering work will be funded primarily with Surface Transportation Block Grant (STBG) and Transportation Alternatives (TA) Federal grant funds. The remainder will be covered with local Road funds.

Current Funding:

Road Funds: \$797,500

Proposed Additional Funding:

Federal STBG funds: \$1,304,695

Federal TA grant funds: \$205,000

Road Funds: \$1,870,000

Total Project Budget: \$4,177,195



**Marine Drive  
Locust Avenue to Alderwood Avenue  
Reconstruction and Bike/Ped Facilities  
CRP # 917001**

**Construction Funding Year(s):** 2021 - 2022

**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.

<b>Total Estimated Project Cost:</b> \$4,177,200  <b>Expenditures to Date:</b> \$350,000	<b>Funding Sources:</b>	
	Federal	\$1,510,000 (STBG) Available in 2021
	State	\$0
	Local	\$2,667,200

<b>Environmental Permitting</b>	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
<b>Right-of-Way Acquisition (Estimate)</b>	\$50,000
<b>County Forces (Estimate)</b>	N/A





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-542

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<b>File ID:</b>	AB2020-542	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/10/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

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

Ordinance amending Silver Lake Park Improvement Fund, request no. 2

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

Requests project budget appropriation of \$1,565,000 to fund replacement of shower and restroom facility at Maple Creek campground to be funded by a transfer from Real Estate Excise Tax II Fund.

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Proposed Ordinance, Exhibit A, Supplemental Request

PROPOSED BY: Executive  
INTRODUCTION DATE: 11/24/20

ORDINANCE NO. \_\_\_\_\_

**AMENDING SILVER LAKE PARK IMPROVEMENT FUND, REQUEST NO. 2**

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

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

**WHEREAS**, additional funding in the 2019-2020 biennium has provided for full renovation of the Maple Creek campground and is currently providing for design, engineering, permitting and construction of a new shower and restroom building for the Red Mountain campground; and

**WHEREAS**, the next phase of the Silver Lake improvement project is construction of a new shower and restroom facility at the park's Maple Creek campground; and

**WHEREAS**, continued funding for this project is available by transfer from Real Estate Excise Tax Fund II,

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that Ordinance 2014-077 is hereby amended by adding \$1,565,000 of expenditure authority, effective January 1, 2021, as presented in Exhibit A, to the amended project budget for a total project budget of \$6,138,300.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

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

\_\_\_\_\_  
Satpal Sidhu, County Executive  
Date: \_\_\_\_\_

## EXHIBIT A

### SILVER LAKE PARK IMPROVEMENTS FUND AMENDMENT #2 (Fund 361)

Account	Description	Current Amended Project Budget	2021 Amendment #2 to Ord. 2014-077	Total Amended Project Budget
<b>Expenditures</b>				
6190	Direct Billing Rate	\$108,250	\$43,000	\$151,250
6330	Printing	\$4,400	\$0	\$4,400
6630	Professional Services	\$428,000	\$0	\$428,000
6810	Advertising	\$3,250	\$0	\$3,250
7060	Repairs and Maintenance	\$880,000	\$0	\$880,000
7350	Buildings & Structures	\$0	\$1,500,000	\$1,500,000
7380	Other Improvements	\$3,149,400	\$22,000	\$3,171,400
		<b>\$4,573,300</b>	<b>\$1,565,000</b>	<b>\$6,138,300</b>
<b>Revenues</b>				
8301.324	Operating Transfer In - REET II	\$4,573,300	\$1,565,000	\$6,138,300
		<b>\$4,573,300</b>	<b>\$1,565,000</b>	<b>\$6,138,300</b>

# Supplemental Budget Request

## Parks & Recreation

Suppl ID # 3126 Fund 361 Cost Center 361100 Originator: Rod Lamb

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

Name of Request: Silver Lake Restroom & Day-Use Improvements

X

Department Head Signature (Required on Hard Copy Submission)

Date

11-9-20

Costs:	Object	Object Description	Amount Requested
	6190	Direct Billing Rate	\$43,000
	7350	Buildings & Structures	\$1,500,000
	7380	Other Improvements	\$22,000
	8301	Operating Transfer In	(\$1,565,000)
	<b>Request Total</b>		<b>\$0</b>

### 1a. Description of request:

This project continues improvement efforts currently funded and underway at Silver Lake Park. This request will fund construction of a new shower and restroom facility at the park's Maple Creek Campground. This campground is currently serviced only by vault toilets with no running water for hand washing and the parks existing showers are located outside of the campground in the group picnic area.

The new facility will be connected to the existing water system and be serviced with a new on-site septic system. The building will be approximately 1,600 square feet and contain eight restroom stalls, and six shower stalls. Two of the shower stalls are family friendly and include a toilet and sink increasing operational flexibility. The building will be constructed from precast concrete masonry and have a metal roof that will provide durability and easy maintenance.

### 1b. Primary customers:

Whatcom County residents are the primary customers of this new service. Silver Lake park has seen a large increase in park usage over the last six years, with visitation more than tripling since 2014. The last two years have seen more than 200,000 visitors each year and through September 30 of 2020 the park has had more than 275,000 visitors. Camping at Silver Lake generates more than \$200,000 per year and appears to be trending upwards.

### 2. Problem to be solved:

Silver Lake Park was constructed in 1969, and is currently serviced by a single shower facility. Because of the age of the facility the existing septic system is challenged to handle current demand. The new shower & restroom facility at Maple Creek Campground will take a great deal of pressure off of the existing shower building while providing a convenient facility to campers at Maple Creek Campground and Group Camp. Visitor feedback, collected through surveys, has identified improved shower and restroom facilities as the number one way to improve visitor experience at the park. Aging vault toilets and a shower building located outside of the campground no longer meets the needs of our large customer base.

### 3a. Options / Advantages:

There are few feasible options. Visitation has dramatically increased over the last several years, and overnight camping is becoming even more popular. For example, more than 275,000 visitors in 2020 so far, an increase of nearly 40 percent over 2019. This increase in use has allowed staff to get visitor feedback for ways to improve their experience at the park. The feedback has been clear, improved shower & restroom facilities are consistently identified as needing improvement. The park currently has only one shower facility, but three campgrounds and a group camp area.

## Supplemental Budget Request

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### Parks & Recreation

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Suppl ID # 3126    **Fund** 361    **Cost Center** 361100    **Originator:** Rod Lamb

#### **3b. Cost savings:**

This proposal doesn't specifically include a cost savings component except that maintenance and repair efforts on the existing bath facility and associated septic system will be reduced.

#### **4a. Outcomes:**

When completed, this proposal will result in the construction of a new shower & restroom building at Silver Lake Park. The new facility will offer greater convenience and services to the visitors of Silver Lake Park, and meet current Health Code (24.04.030) requirements for number of toilet, lavatory and bathing facilities for camping units at Maple Creek Campground.

#### **4b. Measures:**

Once the buildings are open for public use, the project objective will be realized. Success will be measured in visitor feedback that is solicited by the Parks Dept. by online visitor surveys, comment cards, and staff interactions with park users.

#### **5a. Other Departments/Agencies:**

Yes, Planning & Development Services and the Health will be involved in regulatory review and approval.

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

Unknown at this time.

#### **6. Funding Source:**

REET II



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-543

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<b>File ID:</b>	AB2020-543	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/10/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Ordinance amending the 2021 Whatcom County Budget, request no. 1, in the amount of \$14,781,015

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #1 requests funding from the Road Fund:

1. To appropriate \$13,216,015 to fund 2021 Annual Road Construction Program.  
From Real Estate Excise Tax II Fund:
2. To appropriate \$1,565,000 to fund transfer out to Silver Lake Park Improvement Fund for  
Maple Creek campground restroom and shower building replacement.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Proposed Ordinance, Summary, Supplemental Requests

PROPOSED BY: Executive  
INTRODUCTION DATE: 11/24/20

**ORDINANCE NO.  
AMENDMENT NO. 1 OF THE 2021 BUDGET**

**WHEREAS**, the 2021-2022 budget was adopted November 24, 2020; and,

**WHEREAS**, changing circumstances require modifications to the approved 2021-2022 budget;  
and,

**WHEREAS**, the modifications to the budget have been assembled here for deliberation by the  
Whatcom County Council,

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the 2021-2022  
Whatcom County Budget Ordinance #2020-\_\_\_ is hereby amended by adding the following additional  
amounts to the 2021 budget included therein:

Fund	Expenditures	Revenues	Net Effect
Road Fund	13,216,015	(1,086,000)	12,130,015
Real Estate Excise Tax II Fund	1,565,000	-	1,565,000
Total Supplemental	14,781,015	(1,086,000)	13,695,015

**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 2021 Supplemental Budget Ordinance No. 1				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
Road Fund	To fund 2021 Annual Road Construction Program.	13,216,015	(1,086,000)	12,130,015
Real Estate Excise Tax II Fund	To fund transfer out to Silver Lake Park Improvement Fund for Maple Creek campground restroom and shower building replacement.	1,565,000	-	1,565,000
Total Supplemental		14,781,015	(1,086,000)	13,695,015

Jon Hutchings  
DIRECTOR



Randy Rydel

Financial Services Manager  
322 N. Commercial Street, Suite 210  
Bellingham, WA 98225-4042  
Telephone: (360) 778-6217  
[www.whatcomcounty.us](http://www.whatcomcounty.us)  
RRydel@co.whatcom.wa.us

## MEMORANDUM

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

Through: Jon Hutchings, Public Works Director *JH*

From: James P. Karcher, P.E., County Engineer *JPK*  
Randy Rydel, Public Works Financial Services Manager *RR*

Date: November 9, 2020

Re: Supplemental Budget Request #3134 for the implementation of the 2021 Annual Construction Program

The attached Supplemental Budget Request #3134 grants expenditure authority for the capital budget associated with the approved 2021 Annual Construction Program (approved by Council 10/27/20). The Annual Construction Program has been summarized in the following schedule:

<b>Total Approved 2021 Annual Construction Program</b>	<b>\$21,360,000</b>
Project based budgets (less funding transfers in)	-7,005,000
Previously budgeted wage and benefits	<u>-1,138,985</u>
<b>Remaining ACP Expenditure to be budgeted</b>	<b>\$13,216,015</b>
 <b>Current Budget Expenditure Request</b>	
Prelim./Const. Engineering	\$1,926,015
Right of Way Acquisition	195,000
Contract and County Forces Construction	<u>7,300,000</u>
<b>Capital Expenditure Request Total</b>	<b>\$9,421,015</b>
 <b>Transfers to fund Project Based Budgets (PBB)</b>	
East Smith/Hannegan Rd Fund 382	\$1,925,000
Marine Drive Locust to Alderwood Fund 380	<u>1,870,000</u>
<b>Transfer to PBB Total</b>	<b>\$3,795,000</b>
 <b>Remove Offsetting Federal/State Grant Funding</b>	<b><u>-1,086,000</u></b>
 <b>Net Change/SBR Total</b>	<b>\$12,130,015</b>

Please contact Randy Rydel at extension 6217 with any questions.

Enclosures: Supplementary Budget Request #3134  
Exhibit A – Budget Distribution Detail  
Exhibit B – Annual Construction Program as Approved 10/27/2020

## Supplemental Budget Request

**Public Works**

**Engineering Design/Const**

Suppl ID # 3134

**Fund** 108

**Cost Center**

**Originator:** Randy Rydel

**Expenditure Type:** One-Time

**Year** 1

2021

**Add'l FTE** ☐

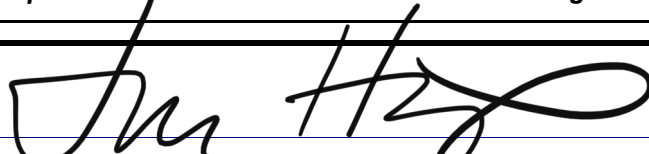
**Add'l Space** ☐

**Priority**

1

**Name of Request:** 2021 Annual Road Construction Program

**X**



11/10/20

**Department Head Signature (Required on Hard Copy Submission)**

**Date**

<b>Costs:</b>	<b>Object</b>	<b>Object Description</b>	<b>Amount Requested</b>
	4333.2021	Bridge Replacement (BR/BRR)	(\$200,000)
	4333.2026	Federal Aid Other	(\$521,000)
	4334.0312	River Improvement	(\$200,000)
	4334.0371	CRAB Arterial Projects	(\$165,000)
	6630	Professional Services	\$195,000
	6630	Professional Services	\$1,876,015
	7380	Other Improvements	\$2,650,000
	7380	Other Improvements	\$1,050,000
	7380	Other Improvements	\$3,450,000
	8351	Operating Transfer Out	\$3,795,000
	8351	Operating Transfer Out	\$200,000
	<b>Request Total</b>		<b>\$12,130,015</b>

**1a. Description of request:**

This supplemental follows council's approval of the 2021 Annual Road Construction Program. The requested funding will provide the expenditure authority to move forward with the approved Annual Construction Program.

The County Road Administration Board (CRAB) requires that an Annual Construction Program (ACP) be approved prior to approving a capital budget to fund the program. Council reviewed and approved the 2021 ACP at the October 27th council meeting. This request summarizes the budgetary impacts of the ACP and supplements the Road Fund's 2021 budget to account for the included capital projects.

This request also authorizes the transfer of \$3,795,000 into Project Based Funds for construction funding of two multi-year projects, East Smith Hannegan Intersection Improvements and Marine Drive Reconstruction and Bicycle/Pedestrian Facilities.

**1b. Primary customers:**

Users of Whatcom County roads.

**2. Problem to be solved:**

**3a. Options / Advantages:**

**3b. Cost savings:**

**4a. Outcomes:**

## Supplemental Budget Request

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**Public Works****Engineering Design/Const**

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Suppl ID # 3134
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**Fund** 108**Cost Center****Originator:** Randy Rydel

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**4b. Measures:**

**5a. Other Departments/Agencies:**

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

**6. Funding Source:**

Road Fund, State and Federal Grants

**Budget Distribution Detail**

ACP Number	Cost Center	Expense	Account	Description	Revenue	Account	Description
4	919005	\$10,000	6630.595200	Right-of-Way			
4	919005	\$40,000	7380.595300	Construction			
5	919018	\$1,000,000	7380.595300	Construction	(\$165,000)	4334.0371	Rural Arterial Program
12	910002	\$100,000	7380.595300	Construction			
13	916007	\$1,300,000	7380.595300	Construction			
17	915013	\$25,000	6630.595200	Right-of-Way			
17	915013	\$30,000	8351.169114	Transfer to Flood			
18	921003	\$20,000	8351.169114	Transfer to Flood			
19	919002	\$150,000	8351.169114	Transfer to Flood			
24	921006	\$200,000	7380.595300	Construction			
26	917004	\$50,000	6630.595200	Right-of-Way			
28	920003	\$20,000	6630.595200	Right-of-Way	(\$200,000)	4333.2021	Bridge Advisory
29	919006	\$10,000	6630.595200	Right-of-Way			Committee Funding
29	919006	\$500,000	7380.595510	Construction			
30	919007	\$20,000	6630.595200	Right-of-Way	(\$200,000)	4334.0312	Fish Barrier
31	920004	\$5,000	6630.595200	Right-of-Way			Removal Board
31	920004	\$300,000	7380.595510	Construction			
32	921008	\$5,000	6630.595200	Right-of-Way			
34	919021	\$750,000	7380.595810	Construction			
35	914015	\$1,900,000	7380.595810	Construction	(\$521,000)	4333.2026	Ferry Boat
37	921009	\$250,000	7380.595510	Construction			Discretionary Program
38	921010	\$50,000	6630.595200	Right-of-Way			
39	921011	\$270,000	7380.595300	Construction			
40	921012	\$100,000	7380.595300	Construction			
41	921013	\$50,000	7380.595300	Construction			
43	921015	\$90,000	7380.595300	Construction			
44	921016	\$150,000	7380.595300	Construction			
46	921018	\$150,000	7380.595300	Construction			
2	108920	\$1,925,000	8351.382	Transfer to PBB			
3	108920	\$1,870,000	8351.380	Transfer to PBB			
0	108920	\$1,876,015	6630.595110	Engineering by Consultant			
		\$13,216,015			(\$1,086,000)		
			\$12,130,015	Net Impact			

Whatcom County  
2021  
**Annual Construction Program**  
WAC 136-16

(A) TOTAL CONSTRUCTION DONE (total sum of column 13 + column 14): \$16,300,000.00  
 (B) COMPUTED COUNTY FORCES LIMIT: \$1,801,002.00  
 (C) TOTAL COUNTY FORCES CONSTRUCTION (total sum of column 14): \$1,600,000.00

Date of Environmental Assessment:  
Date of Final Adoption:  
Ordinance/Resolution Number:

Oct 27, 2020  
2020-044

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road #	Road Segment Information Road Name	Project Length (mi.)	Project Type Code	Environmental Assessment	County Road Funds	Other Funds Amount	PE & CE (\$95,10)	Right of Way (\$95,20)	Construction Contract	Estimated Expenditures Dollars	Grand Total (All \$95)
1	R1	CRP #907001 Birch Bay Drive & Pedestrian Facility from Lora Lane to Cedar Avenue	20010	Road Name: Birch Bay Drive From: Lora Lane To: Cedar Avenue	1.58	P&T FP DR Other	S	\$1,700,000		\$200,000		\$1,500,000		\$1,700,000
2	R2	CRP #914002 East Smith Road & Hannegan Road	55080 55110	Road Name: East Smith Road From: Hannegan Road Road Name: Hannegan Road From: East Smith Road To: Hannegan Road	0.40 0.07	3R IS Ilim Safety	S	\$1,500,000	\$2,000,000.00	\$400,000	\$100,000	\$3,000,000		\$3,500,000
3	R3	CRP #917001 Marine Drive, Locust Avenue to Alderwood Avenue	12790	Road Name: Marine Drive From: Locust Avenue To: Alderwood Avenue	0.65	RC SW P&T Safety	S	\$1,941,000	\$1,509,000.00	\$400,000	\$50,000	\$3,000,000		\$3,450,000
4	R4	CRP #919005 Samish Way/Galbraith Lane	44060	Road Name: Samish Way From: Samish Way To: Galbraith Lane Road Name: Galbraith Lane From: 0 To: 0	0.27 0.09	IS Other Safety Ilim	S	\$60,000		\$10,000	\$10,000	\$30,000	\$10,000	\$60,000
5	R5	CRP #919018 Birch Bay Lynden Rd., Enterprise Rd. to Rathbone Rd.	21580	Road Name: Birch Bay Lynden Rd. From: Enterprise Rd. To: Rathbone Rd.	2.03	2R Safety	E	\$985,000	\$165,000.00	\$150,000		\$1,000,000		\$1,150,000
6	R6	CRP #906001 Birch Bay Lynden Rd. & Blaine Rd.	21580	Road Name: Birch Bay Lynden Rd. From: Birch Bay Lynden Rd. To: Blaine Rd.	0.25	IS Ilim SW Safety 3R	S	\$400,000		\$400,000				\$400,000
7	R7	CRP #918019 Smith Road & Northwest Drive	75080 74050	Road Name: Smith Road From: 0 To: 0 Road Name: Northwest Drive From: 0 To: 0	1.60 0.40 3.70 16	RC IS Ilim Safety	S	\$25,000		\$25,000				\$25,000
8	R8	CRP #920016 Chief Martin Road, Cughey Road to Kwina Road	14110	Road Name: Chief Martin Road From: Cughey Road To: Kwina Road	2.50	3R Safety	S	\$200,000		\$200,000				\$200,000
9	R9	CRP #914001 Slater Road & Northwest Drive	14760 74050	Road Name: Slater Road From: Slater Road To: Northwest Drive Road Name: Northwest Drive From: Slater Road To: Northwest Drive	8.29 0.40 2.38 16	RC FP IS Ilim Safety	S	\$5,000		\$5,000				\$5,000
10	R10	CRP #916002 Horton Road, Northwest Drive to Aldrich Road	74230	Road Name: Horton Road From: Horton Road To: Aldrich Road	0.70	NEW SW DR IS	S	\$10,000		\$10,000				\$10,000
11	R11	CRP #912017 Lummi Naton Transportation Projects			N/A			\$2,000,000		\$350,000	\$150,000	\$1,500,000		\$2,000,000
12	R12	CRP 910002 Point Roberts Transportation Improvements			N/A			\$150,000		\$50,000		\$90,000	\$10,000	\$150,000
13	R13	CRP #916007 Hemmi Road Flood Mitigation	56320	Road Name: East Hemmi Road From: East Hemmi Road To: East Hemmi Road	0.30	2R DR Other	S	\$1,450,000		\$150,000		\$1,290,000	\$10,000	\$1,450,000

(1)	(2)	(3)	(4)				(5)	(6)	(7)	(8)-(10)			(11)	(12)	(13)	(14)	(15)	
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road #	Road Segment Information Road Name	BMP	EMP	FFC	Project Length(mi.)	Project Type Code	Environmental Assessment	Sources of Funds			PG & CE (\$95.10)	Right of Way (\$95.20)	Estimated Expenditures Dollars		Grand Total (All \$95)
											County Road Funds	Other Funds Amount	Program Source			Construction Contract	County Forces	
14	R14	CRP #915014 Innis Creek Road	88850	Road Name: Innis Creek Road From: Innis Creek Road To: Innis Creek Road	2.45	2.65	09	0.20	2R DR Other Safety	S	\$10,000			\$10,000				\$10,000
15	R15	CRP #921001 Birch Bay Drive, Jackson Road to Shintaffer Road	20010	Road Name: Birch Bay Drive From: Jackson Road To: Shintaffer Road	2.10	4.53	07	2.43	3R Safety	E	\$15,000			\$15,000				\$15,000
16	R16	CRP #921002 Marine Drive II, Alderwood Avenue to Bridge No. 172	12790	Road Name: Marine Drive From: Alderwood Avenue To: Bridge No. 172	3.37	3.92	06	0.55	RC P&T	S	\$15,000			\$15,000				\$15,000
17	R17	CRP #915013 Turkington Road/Jones Creek	89200	Road Name: Turkington Road From: Turkington Road To: Turkington Road	0.40	0.60	09	0.20	RC Other	S	\$55,000			\$30,000	\$25,000			\$55,000
18	R18	CRP #921003 Truck Road, 2020 Flood Damage Repair	89200	Road Name: Truck Road From: Truck Road To: Truck Road	0.40	0.60	16	0.20	3R K	S	\$100,000			\$100,000				\$100,000
19	R19	CRP #919002 Abbott Road/Levee Improvements	55560	Road Name: Abbott Road From: Abbott Road To: Abbott Road	1.70	1.90	09	0.20	RC Other	S	\$150,000				\$150,000			\$150,000
20	R20	CRP #919001 Ferndale Road/Levee Improvements	12800	Road Name: Ferndale Road From: Ferndale Road To: Ferndale Road	2.50	3.82	08	1.32	Other	S	\$50,000			\$50,000				\$50,000
21	R21	CRP #921004 Lake Louise, Austin Street to Lake Whatcom Boulevard	46010	Road Name: Lake Louise Road From: Austin Street To: Lake Whatcom Blvd.	0.00	4.06	18	4.06	3R Safety	E	\$25,000			\$25,000				\$25,000
22	R22	CRP #921005 Austin Street/Lake Louise Street to Cable Street	46020	Road Name: Austin Street From: Lake Louise To: Cable Street	0.00	0.37	16	0.37	3R SW Safety	S	\$25,000			\$25,000				\$25,000
23	R28	CRP #921019 Lakeway Drive Corridor Improvements	45690	Road Name: Lakeway Drive From: Lakeway Drive To: Lakeway Drive	0.00	1.39	16	1.39	Other P&T Safety	E	\$50,000			\$50,000				\$50,000
24	R31	CRP #921006 Small Area Paving, Various locations						N/A	Br 2R	E	\$250,000			\$50,000	\$200,000			\$250,000
25	R34	CRP #921007 South Pass Road, 2020 Flood Damage Repair	66040	Road Name: South Pass Road From: South Pass Road To: South Pass Road	3.50	3.65	16	0.15	2R Safety	E	\$25,000			\$25,000				\$25,000
26	B2	CRP #917004 Jackson Road/Terrell Creek Bridge No. 81	21950	Road Name: Jackson Road From: Jackson Road To: Jackson Road	0.00	0.10	18	0.10	Br	S	\$250,000			\$200,000	\$50,000			\$250,000
27	B4	CRP #913006 North Lake Samish Road Bridge No. 107	44170	Road Name: North Lake Samish From: North Lake Samish To: North Lake Samish	0.01	0.11	08	0.10	P&T Br	S	\$150,000			\$100,000	\$50,000			\$150,000
28	B5	CRP #920003 Goshen Road/Anderson Creek Bridge No. 248	56140	Road Name: Goshen Rd. From: At Bridge No. 248 To: At Bridge No. 248	0.56	0.76	08	0.20	Br	S	\$20,000	\$200,000.00	BR	\$200,000	\$20,000			\$220,000
29	B10	CRP #919006 Mosquito Lake Road/Hutchinson Creek Tributary	84190	Road Name: Mosquito Lake Road From: Mosquito Lake Road To: Mosquito Lake Road	3.10	3.20	08	0.10	FP	S	\$560,000			\$50,000	\$10,000	\$0	\$500,000	\$560,000
30	B11	CRP #919007 North Fork Road/Kenney Creek	89510	Road Name: North Fork Road From: North Fork Road To: North Fork Road	1.00	1.10	09	0.10	FP	S	\$70,000	\$200,000.00	FBRB	\$250,000	\$20,000			\$270,000
31	B12	CRP #920004 Truck Road Fish Passage	89370	Road Name: Truck Road From: Truck Road To: Truck Road	0.90	0.91	09	0.01	FP	S	\$330,000			\$25,000	\$5,000	\$0	\$300,000	\$330,000
32	B13	CRP #921008 Deal Road, Fish Passage	89300	Road Name: Deal Road From: Deal Road To: Deal Road	0.20	0.21	09	0.01	FP	S	\$80,000			\$75,000	\$5,000			\$80,000
33	F1	CRP #919008 Replacement of Whatcom Chief & Terminal Modification						N/A	Ferry	E	\$300,000			\$300,000				\$300,000
34	F2	CRP #919021 Gooseberry Pt. Terminal Preservation Project						N/A	Ferry	S	\$800,000			\$50,000		\$750,000		\$800,000

(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)			(9)	(10)	(11)	(12)	(13)	(14)	(15)
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road #	Road Segment Information Road Name	BMP	EMP	FFC	Project Length(mi.)	Project Type Code	Environmental Assessment	Sources of Funds		PE & CE (595.10)	Right of Way (595.20)	Construction Contract	County Forces	Grand Total (All 595)
											County Road Funds	Other Funds Amount					
36	F4	CRP #919009 Relocation of Gooseberry Terminal						N/A	Ferry	E	\$50,000		\$50,000				\$50,000
37	Y1	CRP #921009 Various Bridge Rehabilitation/Replacement						N/A	Br	S	\$300,000		\$50,000		\$0	\$250,000	\$300,000
38	Y2	CRP #921010 Right of Way Acquisition						N/A		E	\$50,000			\$50,000			\$50,000
39	Y3	CRP #921011 Unanticipated Site Improvements						N/A		E	\$300,000		\$30,000		\$0	\$270,000	\$300,000
40	Y4	CRP #921012 Unanticipated Stormwater Quality Improvements						N/A		S	\$120,000		\$20,000		\$90,000	\$10,000	\$120,000
41	Y5	CRP #921013 Unanticipated Non-motorized Transportation Improvements						N/A	SW P&T Safety	I	\$60,000		\$10,000		\$50,000		\$60,000
42	Y6	CRP #921014 Fish Passage Project						N/A	FP	S	\$50,000		\$50,000				\$50,000
43	Y7	CRP #921015 Swift Creek Transportation Impact						N/A			\$100,000		\$10,000		\$0	\$90,000	\$100,000
44	Y8	CRP #921016 Railroad Crossing Improvements						N/A	Other 2R Safety	I	\$200,000		\$50,000		\$0	\$150,000	\$200,000
45	Y9	CRP #921017 Beam Guardrail Replacements/Upgrades						N/A	Safety	I	\$50,000		\$50,000				\$50,000
46	Y10	CRP #921018 ADA Barrier Removal						N/A	SW	E	\$200,000		\$50,000		\$150,000		\$200,000
											<b>\$16,765,000</b>	<b>\$4,595,000</b>	<b>\$4,515,000</b>	<b>\$545,000</b>	<b>\$14,700,000</b>	<b>\$1,600,000</b>	<b>\$21,360,000</b>



# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 3138

Fund 324

Cost Center 32400

Originator: M Caldwell

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: REET trf in support of Silver Lake PB

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<b>Object</b>	<b>Object Description</b>	<b>Amount Requested</b>
	8351.106	Operating Transfer Out	\$1,565,000
	<b>Request Total</b>		<b>\$1,565,000</b>

### 1a. Description of request:

Companion request to Silver Lake Park Improvement Fund request no. 2, supplemental ID #3126 to fund transfer in support of Maple Creek campground shower and restroom construction project.

### 1b. Primary customers:

### 2. Problem to be solved:

### 3a. Options / Advantages:

### 3b. Cost savings:

### 4a. Outcomes:

### 4b. Measures:

### 5a. Other Departments/Agencies:

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

### 6. Funding Source:

REET II



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-546

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<b>File ID:</b>	AB2020-546	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/12/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 2.98, Point Roberts Community Advisory Committee, to revise membership and meeting procedures to broaden representation and improve transparency

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code 2.98, Point Roberts Community Advisory Committee, to revise membership and meeting procedures to broaden representation and improve transparency

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** Proposed Ordinance

ORDINANCE NO. \_\_\_\_\_

**AMENDING WHATCOM COUNTY CODE 2.98, POINT ROBERTS COMMUNITY  
ADVISORY COMMITTEE, TO REVISE MEMBERSHIP AND MEETING PROCEDURES TO  
BROADEN REPRESENTATION AND IMPROVE TRANSPARENCY**

**WHEREAS**, the County government requires all of its boards and commissions to provide full transparency and the opportunity for public participation in their meetings; and

**WHEREAS**, the County Council recently received communications from residents of Point Roberts in which an overwhelming majority have expressed concern that the Point Roberts community advisory committee membership:

- a) is not currently adequately communicating the wishes of the community on a key local issue; and
- b) has not provided adequate notice of its meeting agenda sufficient to allow for broad public comment prior to the committee considering and voting on recommendations the committee has subsequently forwarded to the county council; and
- c) is not maintaining detailed minutes sufficient to reflect the debate and public comments within the meetings, nor who voted and how; and

**WHEREAS**, the County government abides by and supports the principals embodied in the Open Public Meetings Act.

**NOW, THEREFORE, BE IT ORDAINED**, that Whatcom County Code 2.98 shall be amended to include a new section as detailed in the attached Exhibit A to the ordinance.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Singh Sidhu, County Executive

(    ) Approved            (    ) Denied

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

## **EXHIBIT A**

### **POINT ROBERTS COMMUNITY ADVISORY COMMITTEE**

#### Sections:

- 2.98.010 Established.**
- 2.98.020 Purpose.**
- 2.98.030 Function.**
- 2.98.040 Membership – Term of office.**
- 2.98.050 Organization – Meetings.**
- 2.98.060 Committee staffing.**

#### **2.98.010 Established.**

There is hereby established the Point Roberts community advisory committee. (Ord. 2010-008).

#### **2.98.020 Purpose.**

The committee is created to provide advice and recommendation to the executive and to the council regarding needs and issues specific to the Point Roberts community. (Ord. 2010-008).

#### **2.98.030 Function.**

The committee shall utilize its ties to the community in order to identify community needs and to develop and propose methods to address those needs. (Ord. 2010-008).

#### **2.98.040 Membership – Term of office.**

The committee shall consist of the following individuals:

A. One representative from each of the following: the Point Roberts Taxpayers' Association, the Point Roberts Voters' Association, and the Point Roberts Chamber of Commerce.

B. ~~Two~~ Four representatives to be appointed by the executive.

Member terms will be two years; provided, that the terms of members first appointed will be staggered so that two of the committee members shall be appointed for one year. (Ord. 2010-008).

#### **2.98.050 Organization – Meetings.**

Meetings of the committee shall be open and accessible to the public and shall comply with the requirements of the Open Public Meetings Act. The committee shall determine its meeting schedule, but shall meet at least quarterly providing at least two weeks' notice of all meetings and shall include the Agenda. Any item intended for a vote must be clearly and unambiguously defined on the agenda. The date of any meeting along with the agenda shall published on the County Website a minimum of two weeks prior. At every meeting, the committee will schedule an open session to take public comment on issues consistent with the charge of the committee. Written and audio records of meetings, resolutions, findings and recommendations shall be kept and such records shall be public. Minutes must be sufficiently detailed to enable a reader to understand the topic discussed and the key points of any debate. All external communications made by the committee shall be in writing, approved by a majority vote with the names of the committee members and their votes attached. The committee shall adopt its own rules and procedures for the conduct of business. The committee shall elect a chairperson from among its members who shall preside at its meetings. (Ord. 2010-008).

#### **2.98.060 Committee staffing.**

The county may provide staffing based on the committee's timely notification of staffing needs at its meetings. The committee is authorized to request from the executive's office information from administrative departments. (Ord. 2010-008).



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-552

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<b>File ID:</b>	AB2020-552	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	11/18/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Council Appointment Requiring Introduction		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	11/24/2020			<b>Enactment #:</b>	

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

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

Receipt of application to Drainage Improvement District #7, Supervisor Position 3 - Applicant(s): Rod Stump (deadline for additional applications for this position is 10 a.m. on December 1, 2020)

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

#### Special District Vacancies

Applicants must be registered voters in the State of Washington and own land in the district they represent. Appointments are made by the County Council. Appointees will serve until the next special district election in February 2022.

Duties include field review of drainage needs, attending an annual meeting to determine the next year's work schedule and assessment levy, elect internal officers, and review, discuss, or act on any other official and district business. (RCW 85.06 and RCW 85.38.170 and .180)

#### Drainage Improvement District #7

1 vacancy, Supervisor Position 3. Appointed term will expire at the special district general election of February 2022. District boundary is generally located in the Custer area northerly of Ferndale. Unnamed tributary ditches to and the upstream reaches of California Creek, tributary to Drayton Harbor, are the primary channels.

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## HISTORY OF LEGISLATIVE FILE

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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**Attachments:**    Stump Application

## Online Form Submittal: Board and Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Tue 11/17/2020 4:50 PM

### Board and Commission Application

#### Step 1

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#### Application for Appointment to Whatcom County Boards and Commissions

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##### 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	Rod
Last Name	Stump
Today's Date	11/17/2020
Street Address	7406 Valley View Rd
City	Ferndale
Zip	98248
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	360-303-3535
Secondary Telephone	Field not completed.
Email Address	Stump45rod@gmsil.com

---

**Step 2**

1. Name of Board or Committee	Drainage Improvement District #7
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	BP Cherry Pt Refinery Inspection Field Coordinator. I have work for BP since 2010. Prior was a self employed general contractor



10. Please describe why you're interested in serving on this board or commission	I have been directly impacted by drainage issues in the past. I would like to help my neighbors and community improve and function safely and effectively.
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References (please include daytime telephone number):	Ed Pomeroy - 360-815-7213
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Signature of applicant:	Rod Stump
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Place Signed / Submitted	Blaine Wa
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(Section Break)

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