

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
FEBRUARY 9, 2021**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

**10:15 A.M. – COMMITTEE OF THE WHOLE – EXECUTIVE SESSION
(ENDS NO LATER THAN 11:05 A.M.)**

**11:15 A.M. – FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
(ENDS NO LATER THAN 1 P.M.)**

**1:45 P.M. – COMMITTEE OF THE WHOLE
(ENDS NO LATER THAN 2:45 P.M.)**

**2:55 P.M. – PLANNING AND DEVELOPMENT
(MAY BEGIN EARLIER/LATER THAN 2:55 P.M.; ENDS NO LATER THAN 5 P.M.)**

6 P.M. - COUNCIL

PARTICIPATE IN VIRTUAL COUNCIL MEETINGS

THE COUNCIL IS CURRENTLY HOLDING ALL MEETINGS REMOTELY

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

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

COMMITTEE AGENDAS

COUNCIL COMMITTEE OF THE WHOLE – EXECUTIVE SESSION
10:15 A.M. TUESDAY, February 9, 2021 (ENDS NO LATER THAN 11:05 A.M.)
Virtual Meeting

Call To Order

Roll Call

Committee Discussion

1. AB2021-093 Discussion of pending litigation with Civil Deputy Prosecutor George Roche re: Anderson, et al. v. Whatcom County, et al. US District Court Western District of WA No. 2:20-cv-01125. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)]
Page 1

Items Added by Revision

Other Business

Adjournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
11:15 A.M. TUESDAY, February 9, 2021 (ENDS NO LATER THAN 1:00 P.M.)
Virtual Meeting

Call To Order

Roll Call

Special Presentation

1. AB2021-098 Presentation from RMC Architects regarding Northwest Annex Feasibility Study
Pages 2 - 20

Committee Discussion and Recommendation to Council

1. AB2021-049 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Henry Hollander to provide facilities management and support services at the COVID Temporary Housing Facility in the amount of \$60,000.
Pages 21 - 39
2. AB2021-052 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lighthouse Mission Ministries to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$103,088 for a total amended contract amount of \$476,302
Pages 40 - 66

3. AB2021-053 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to provide security services at the COVID-19 Temporary Housing Facility in the amount of \$79,425 for a total amended contract amount of \$278,972
Pages 67 - 87
4. AB2021-067 Resolution cancelling uncollectible personal property taxes
Pages 88 - 94
5. AB2021-074 Ordinance adopting amendments to Whatcom County Code 2.66 County-Owned Vehicles
Pages 95 - 110
6. AB2021-079 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and SeaMar Community Health Centers to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$95,460 for a total amended contract amount of \$357,976
Pages 111 - 142
7. AB2021-080 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the United States Department of the Treasury for rental and utility assistance and other housing expenses, in the amount of \$6,911,585
Pages 143 - 154
8. AB2021-087 Request authorization for the County Executive to enter into a contract between Whatcom County and Brown & Caldwell to conduct Phase 2 of the Lake Whatcom Total Maximum Daily Load (TMDL) Reassessment in the amount of \$303,935
Pages 155 - 172
9. AB2021-091 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington State Department of Transportation in the amount of \$2,047,063 for a total amended contract amount of \$2,197,063
Pages 173 - 182
10. AB2021-094 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Crossroads Consulting to provide consulting and facilitation services for the COVID Employer Support Task Force, for a total amended contract amount of \$130,000
Pages 183 - 203
11. AB2021-095 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Elizabeth Boyle Consulting to provide strategic coordination of the COVID Safer Stronger Together Campaign, in the amount of \$45,000
Pages 204 - 225

Council "Consent Agenda" Items

1. AB2021-066 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and US Imaging, Inc. to extend the original contract from 12/31/2020 to 12/31/2021 (original contract amount was \$128,000 previously approved by Council)
Pages 226 - 230
2. AB2021-076 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Status Electrical Corporation for the purpose of Security Electronics and DVMS System Support & Maintenance Agreement
Pages 231 - 275
3. AB2021-077 Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Conservation District to provide a Community Wildfire Risk Reduction Program in the amount of \$50,000
Pages 276 - 290

4. AB2021-078 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Oak Harbor for Mini-Chain Services in the amount of \$2,138
Pages 291 - 299
5. AB2021-081 Request authorization for the County Executive to enter into a 2-year interlocal agreement between Whatcom County and the City of Bellingham for Work Crew Services in the amount of \$89,000.00 per year
Pages 300 - 312
6. AB2021-085 Request authorization for the County Executive to enter into a two year interlocal agreement between Whatcom County and South Whatcom Fire Authority for Work Crew Services in the amount of \$1,700.00 per year
Pages 313 - 326
7. AB2021-090 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Seattle, in the amount of \$3,000 for a geodetic grade GPS antenna
Pages 327 - 336
8. AB2021-099 Request authorization for the County Executive to renew a Collective Bargaining Agreement between Whatcom County and General Teamsters' Local Union 231 Corrections Deputies and Sergeants for the period January 1, 2021 through December 31, 2021
Pages 337 - 341
9. AB2021-100 Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and the Washington State Nurses Association for the period January 1, 2021 through December 31, 2022
Pages 342 - 382

Items Added by Revision

Other Business

Adjournment

COUNCIL COMMITTEE OF THE WHOLE
1:45 P.M. TUESDAY, February 9, 2021 (ENDS NO LATER THAN 2:45 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)
Pages 383 - 384
2. AB2021-102 Discussion of Council appointment of Jeffrey Callender to the Business and Commerce Advisory Committee
Pages 385 - 387

Items Added by Revision

Other Business

Adjournment

COUNCIL PLANNING AND DEVELOPMENT COMMITTEE

2:55 P.M. TUESDAY, February 9, 2021

(MAY BEGIN EARLIER/LATER THAN 2:55 P.M. ; ENDS NO LATER THAN 5:00 P.M.)

Virtual Meeting

Call To Order

Roll Call

Committee Discussion

AB2021-097 Discussion of a proposed ordinance adopting amendments to Whatcom County Code Title 15 (Buildings & Construction) to adopt by reference the 2018 editions of the International Building and other related codes
Pages 388 - 431

Items Added by Revision

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING

6:00 P.M. Tuesday, February 9, 2021

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. For instructions on how to watch or participate in this meeting, please visit us at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

The County is accepting applications from county residents to fill vacancies on several boards, commissions, and committees spanning a wide range of important local issues. For more information, visit the Boards and Commissions vacancy webpage on the County website at www.co.whatcom.wa.us, or call the County Council office or County Executive's Office.

COUNTY EXECUTIVE'S REPORT

MINUTES CONSENT

- | | | | |
|----|--------------------|---|------------------------|
| 1. | <u>MIN2021-005</u> | Regular County Council for January 12, 2021 | <u>Pages 432 - 459</u> |
| 2. | <u>MIN2021-006</u> | Water Work Session for January 19, 2021 | <u>Pages 460 - 463</u> |
| 3. | <u>MIN2021-007</u> | Committee of the Whole Executive Session for January 26, 2021 | <u>Pages 464 - 467</u> |
| 4. | <u>MIN2021-008</u> | Committee of the Whole for January 26, 2021 | <u>Pages 468 - 471</u> |
| 5. | <u>MIN2021-009</u> | Regular County Council for January 26, 2021 | <u>Pages 472 - 488</u> |

PUBLIC HEARINGS

To participate, please see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010. All speakers should state their name for the record and optionally include city of residence. Speakers will be given three minutes to address the Council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments.

- | | | |
|----|-------------------|---|
| 1. | <u>AB2021-051</u> | Ordinance adopting Countywide Planning Policies relating to the Review and Evaluation Program (also known as Buildable Lands) and dispute resolution procedures
<u>Pages 489 - 497</u> |
| 2. | <u>AB2021-058</u> | Ordinance adopting the temporary installation of stop signs on Deer Trail
<u>Pages 498 - 500</u> |
| 3. | <u>AB2021-075</u> | Ordinance authorizing the closure of a portion of 4th Street in Custer, Washington, related to COVID-19 economic relief
<u>Pages 501 - 503</u> |

OPEN SESSION (20 MINUTES)

To participate, please see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010. All speakers should state their name for the record and optionally include city of residence. Speakers will be given three minutes to address the Council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments.

CONSENT AGENDA

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

(From Council Finance and Administrative Services Committee)

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OTHER ITEMS

(From Council Finance and Administrative Services Committee)

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Pages 204 - 225

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2021-031 Council appointment to fill vacancies on the Business & Commerce Advisory Committee
- Applicant(s): Brad Rader
Pages 504 - 507
2. AB2021-040 Council appointment to fill vacancies on the Portage Bay Shellfish Protection District
Advisory Committee - Applicant(s): Dorie Belisle
Pages 508 - 511
3. AB2021-043 Council appointment to fill vacancies on the Solid Waste Advisory Committee -
Applicant(s): Brandi Hutton
Pages 512 - 516
4. AB2021-084 Council appointment to fill vacancies on the Noxious Weed Control Board - Applicant(s):
Dale Yoder and Alexander Vondrell
Pages 517 - 525

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. AB2021-092 Ordinance amending the 2021 Whatcom County Budget, request no. 3, in the amount of
\$7,854,280
Pages 526 - 543
2. AB2021-096 Ordinance adopting amendments to Whatcom County Code Title 15 (Buildings &
Construction) to adopt by reference the 2018 Editions of the International Building and
other associated codes
Pages 544 - 587

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: AB2021-093

File ID:	AB2021-093	Version:	1	Status:	Agenda Ready
File Created:	01/28/2021	Entered by:	TAdrian@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session				Final Action:
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with Civil Deputy Prosecutor George Roche re: Anderson, et al. v. Whatcom County, et al. US District Court Western District of WA No. 2:20-cv-01125. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1) (i)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of pending litigation with Civil Deputy Prosecutor George Roche re: Anderson, et al. v. Whatcom County, et al. US District Court Western District of WA No. 2:20-cv-01125. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1) (i)]

HISTORY OF LEGISLATIVE FILE

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

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-098

File ID:	AB2021-098	Version:	1	Status:	Agenda Ready
File Created:	01/29/2021	Entered by:	DEbergso@co.whatcom.wa.us		
Department:	Facilities Management Division	File Type:	Presentation		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Presentation from RMC Architects regarding Northwest Annex Feasibility Study

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RMC Architects was selected to perform the feasibility study for the potential redevelopment of the Northwest Annex Campus. A contract was drafted and approved by Council on June 16, 2020. The site has a 100+ year old building that currently houses Planning, Permitting and some Public Works functions. The study will include preliminary architectural design of the proposed master plan, preliminary floor plans, construction methodology and type, cost estimating and development of a preliminary budget for construction and implementation of the plan

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed next steps, Feasibility study

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
3720 Williamson Way
Bellingham, WA 98226-9156
Phone: (360) 778-5360
Fax: (360) 778-5361
Facilities@co.whatcom.wa.us

ROB NEY
Project & Operations Manager

MEMORANDUM

TO: Satpal Singh Sidhu, County Executive
FROM: Rob Ney, Project & Operations Manager
RE: Northwest Annex Feasibility Study Update
DATE: January 27, 2021

▪ **Background and Purpose**

In April 2020, Whatcom County Council unanimously approved an ordinance providing funding to explore the redevelopment options for the Northwest Annex site.

RMC Architects was selected to perform the feasibility study for the potential redevelopment of the Northwest Annex Campus. A contract was drafted and Approved by Council on June 16, 2020. The site has a 100+ year old building that currently houses Planning, Permitting and some Public Works functions. The building, previously a Care Facility, was purchased and remodeled in the early 1990's and is dilapidated beyond feasible repair. The study will include preliminary architectural design of the proposed master plan, preliminary floor plans, construction methodology and type, cost estimating and development of a preliminary budget for construction and implementation of the plan.

▪ **Results of Study**

RMC will present their findings at the February 9th Finance Committee. Facilities will be present as well to answer Council questions regarding the process and next steps.

▪ Possible Next Steps

The following are a list of options that the Council may direct staff to implement:

1. Bring forward for Council approval consideration of budget authority to further refine the design, including some tenant improvement development and further civil engineering design and feasibility. Roughly \$30,000. This would be the incremental approach.
2. Bring forward for Council approval for consideration of budget authority to complete the design segment of the project (Core and Shell only), including architectural and engineering, as well as other consulting services to prepare an entire construction bid set, ready to permit. RMC has estimated this at 15% of construction costs, or roughly \$3,420,000 ($40,000 \text{ sf} \times \$570/\text{ft} = \$22.8 \text{ mm} \times 15\% = \$3,420,000$).
3. Do nothing at this time and wait for further federal matching funds. The concern by staff with this approach is that we would be behind in the development of plans and less likely to be considered "shovel ready" for federal funding or matching funding.

Please contact Rob Ney at extension 5365, if you have any questions regarding this information.

Enclosures



Attn: Rob Ney

Company: Whatcom County Facilities **Date:** 26 January 2021

Project: NW Annex Redevelopment ☐ **Transmittal**

Job#: RMC #2022 ☒ **Memo**

From: Brad Cornwell ☐ **Phone Record**

RE: Additional/Next Steps ☐ **Other:** _____

Message

Rob:

Attached are several proposed tasks with descriptions for your selection to further advance the project.

Please advise what is most critical for your needs.

Message (continued)

A. RECONFIRM COUNTY PROGRAM NEEDS

- Facilitate remote meeting sessions with Senior Department Leadership (PDS, PW, Health (Environmental Services), Sheriff) to update 2015 program needs
- Update the 2015 project's Program spreadsheets
- Update proximities/adjacency diagrams
- Confirm Department preferences for adjacencies

*SERVICES FEE ALLOWANCE: \$6,000 (RMC)

B. ADVANCE CONCEPT DESIGN DIAGRAMS

- Update the 2020 concept designs to better reflect programming inputs
- Create a minimum of (2) Alternates for respective Departmental Review
- Summarize into a preferred concept design

*SERVICES FEE ALLOWANCE: \$5,000 (RMC)

C. VEST/REGISTER PROJECT WITH USGBC

- Update projected criteria point list (Silver Certification minimum)
- Submit project registration to "claim" current v.4 LEED criteria

*SERVICES FEE ALLOWANCE: \$4,000 (RMC)

(Note USGBC registration fee to be paid direct by County or as Reimbursable separate from Fee)

D. "ADVANCE" PERMITTING SCOPING

- Coordinate with PDS for anticipated permitting pathway
- Develop a permitting schedule for Client use and scheduling
- Develop a more defined strategy for addressing onsite critical areas (wetlands)
- Prep a 'DRAFT' SEPA form to identify likely key issues
- Submit/apply for a SEPA determination (if desired)

*SERVICES FEE ALLOWANCE: \$4,000 (RMC); plus \$5,000 (PSE)

E. DOCUMENTATION OF EXISTING P.D.S BUILDING (FOR USE WITH DAHP)

- Contact Washington State Department of Archaeology & Historic Preservation (DAHP) to verify the review process and minimum documentation efforts
- Gather existing available documentation – historic/original and subsequent remodels)
- (1) Field visit to confirm existing conditions
- Photo record exterior building conditions
- Photo record interior building conditions
- Research to create a brief history of the building
- Bundle into a short report with associated graphics

*SERVICES FEE ALLOWANCE: \$8,000 (RMC)

RMC proposes to work hourly towards any of these services at attached 2021 Hourly Rates.



2021 RMC Architects Rates

Principals

Jeff McClure	\$185/hour
Brad Cornwell	\$185/hour
Neil McCarthy	\$185/hour

Project Architect

Jason Williard	\$135/hour
Christopher Mead	\$135/hour
Robert Wright	\$115/hour
Lexie Costic	\$115/hour
David Heck	\$115/hour
Pete Sutherland	\$100/hour

Architectural Staff

Tony Cava	\$100/hour
Peter Niles	\$100/hour
Anna Beth Gunderson	\$ 75/hour
Jesse Fawcett	\$ 75/hour

Administrative Support

Melanie Baller	\$ 55/hour
Christina Cole	\$ 45/hour

Revised 01/26/2020



NW ANNEX FEASIBILITY STUDY

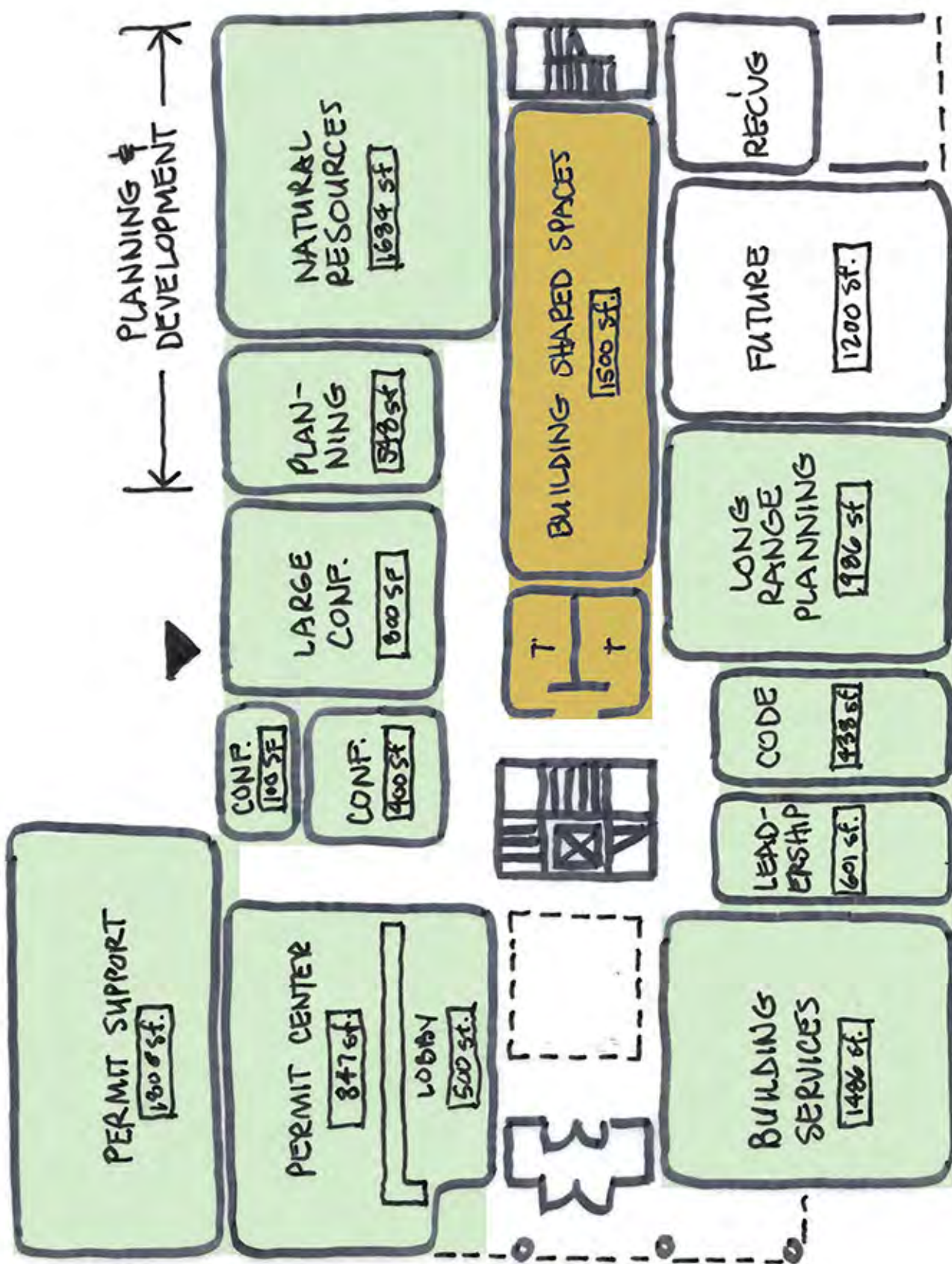
WHATCOM COUNTY FACILITIES MANAGEMENT
25 NOVEMBER 2020

RMC ARCHITECTS

CLIENT	Whatcom County Facilities Mgmt. 3720 Williamson Way Bellingham, WA 98225 360-778-5365	Rob Ney Dane Kinney Rusty Noble
ARCHITECT	RMC Architects 1223 Railroad Avenue Bellingham, WA 98225 360-676-7733	Brad Cornwell, AIA Jeff McClure, AIA David Heck, AIA
CIVIL	Pacific Surveying & Engineering 909 Squalicum Way #111 Bellingham, WA 98225 360-671-7387	David Galbraith, PE
GEOTECH	GeoEngineers 600 Dupont Street Bellingham, WA 98225 360-647-1510	Mark W. Rose Sean Cool, PE
STRUCTURAL	Kingworks Engineers 600 Dupont Street, Suite B Bellingham, WA 98225 360-714-8260	Jack King, PE, SE
MECHANICAL & ELECTRICAL	Hargis Engineers 1201 3rd Ave, Suite 600 Seattle, WA 98101 206-448-3376	Erik Stearns, PE Brian Haugk, PE
PROGRAMMING	Bassetti Architects 71 Columbia Street #500 Seattle, WA 98104 206-340-9500	Caroline LeMay, AIA
COST ESTIMATING	DCW Cost Management 815 1st Ave #176 Seattle, WA 98104 206-259-2990	Trish Drew

project team

NW ANNEX FEASIBILITY STUDY
WHATCOM COUNTY



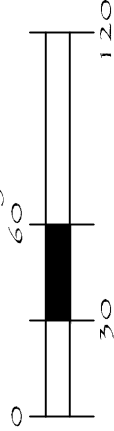
OPTION 1

LEVEL 1

09.22.2020



GRAPHIC SCALE
(in survey feet)



IMPERVIOUS SURFACE:

TOTAL NEW STRUCTURE SURFACES: 45,000 SF 1.033 AC

TOTAL NEW ASPHALT SURFACE: 99,420 SF 2.282 AC

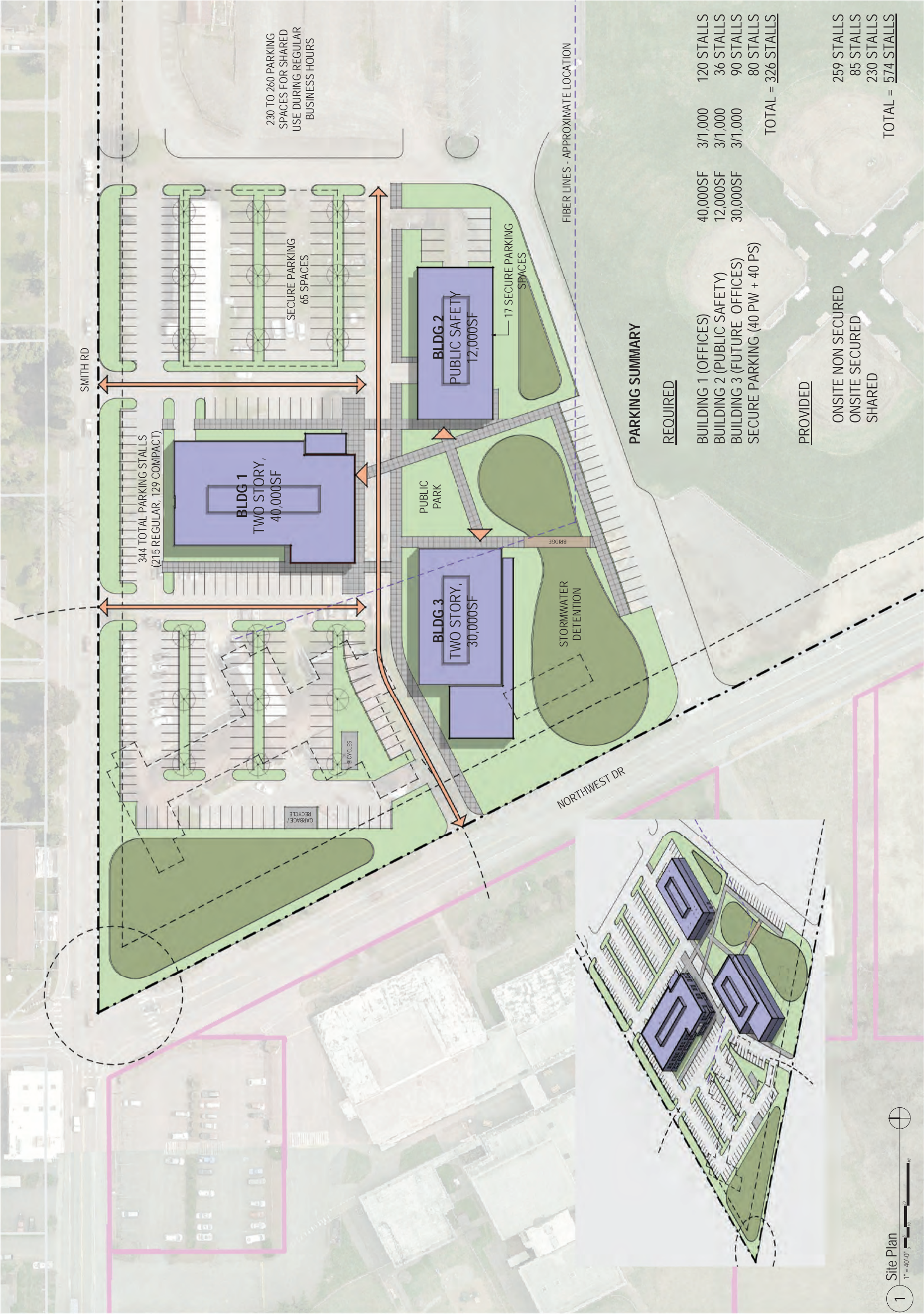
TOTAL NEW SIDEWALK: 17,260 SF 0.396 AC

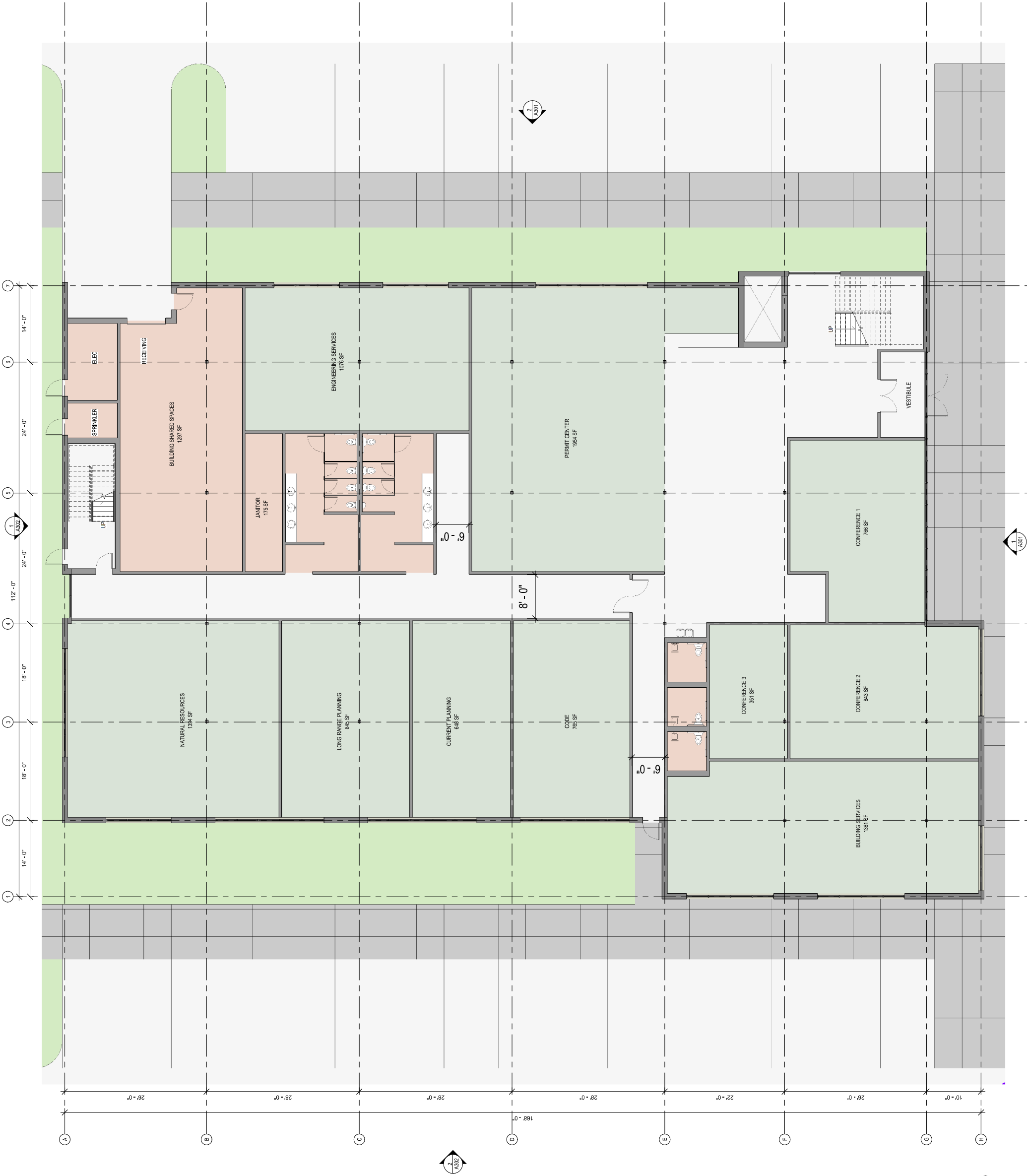
TOTAL IMPERVIOUS SURFACE: 161,680 SF 3.712 AC

PERVIOUS SURFACE:

TOTAL REMAINING PERVIOUS SURFACE: 66,221 SF 1.520 AC

APPROXIMATE IMPROVEMENT SITE AREA: 227,901 SF 5.232 AC





LEVEL 1 AREA = 16,730 SF

BUILDING 1 - LEVEL 1 FLOOR PLAN
1/8" = 1'-0"

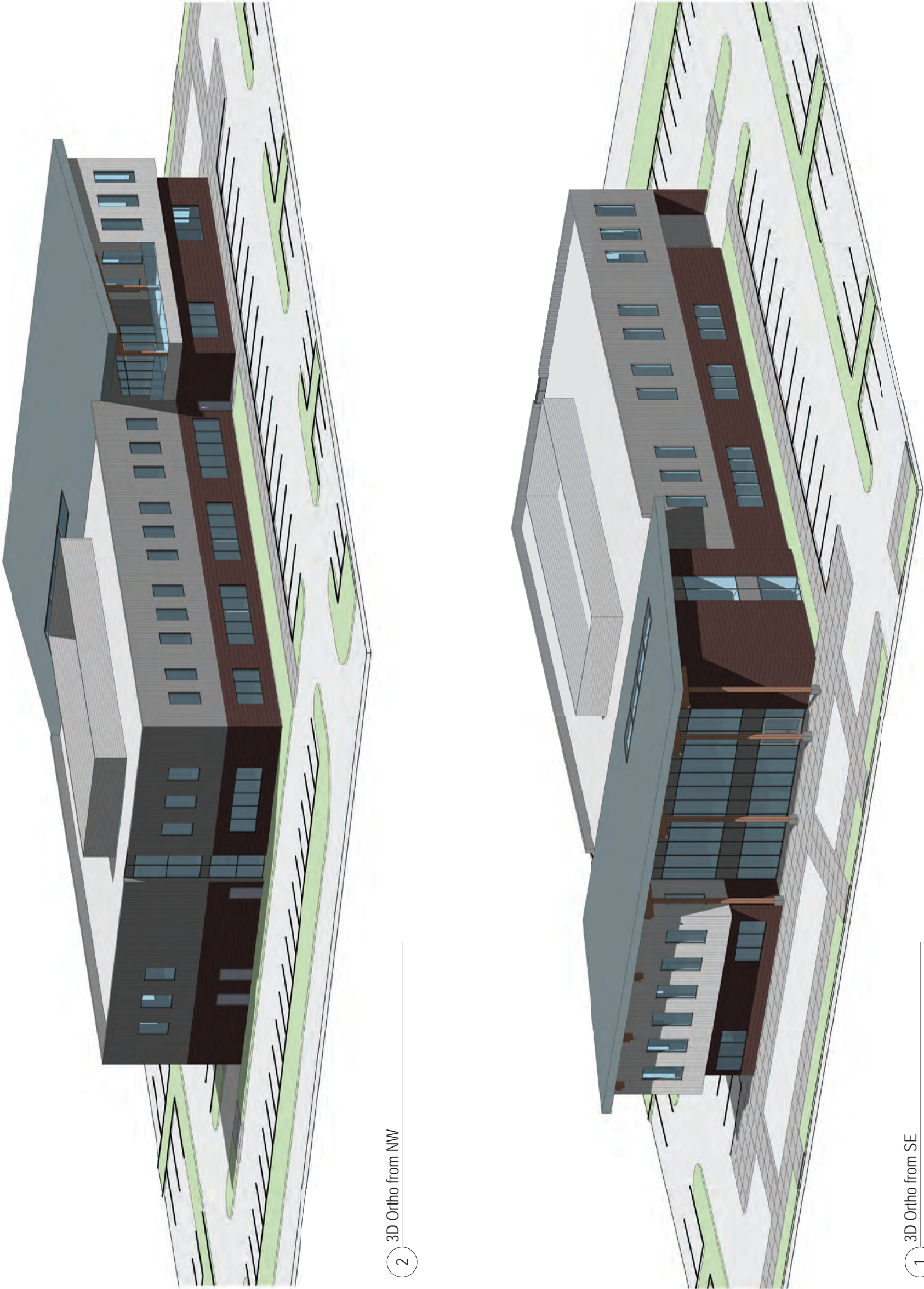


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3D VIEWS -
BUILDING 1 -
OPTION 2

Job No.	2022	Date	2020.10.29
File No.		File Name	rd
Drawn By	DH		
Checked By	BC		
Issued for	SCHMATIC DESIGN		

WHATCOM COUNTY
5238 NORTHWEST DR
NW ANNEX BUILDINGS

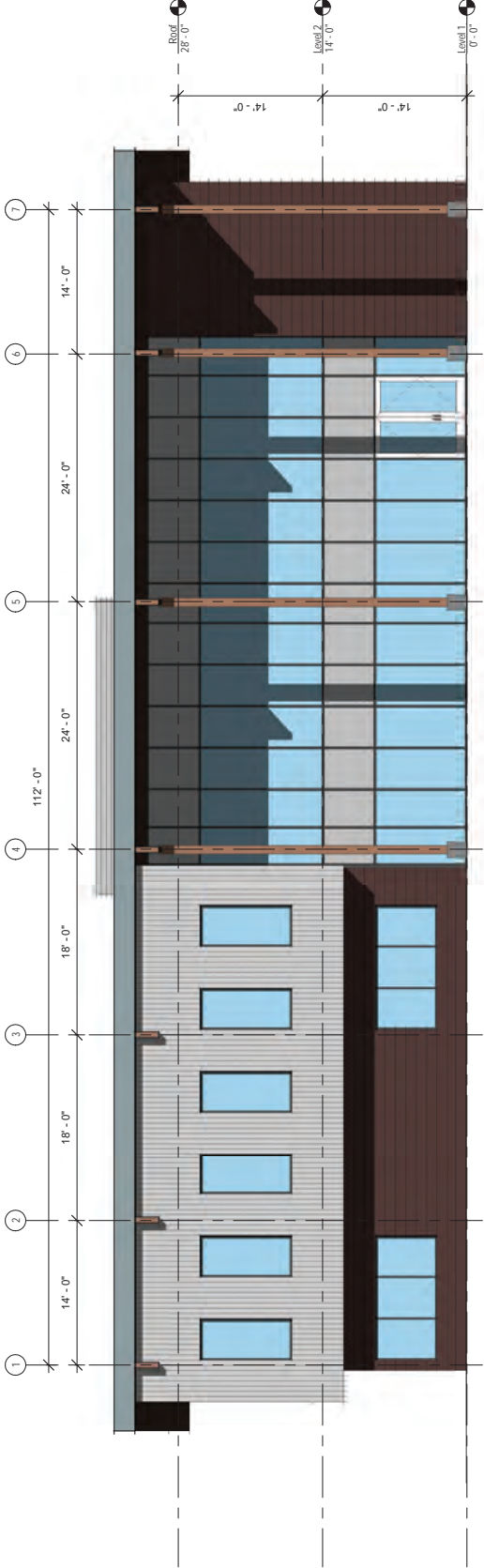


2 3D Ortho from NW

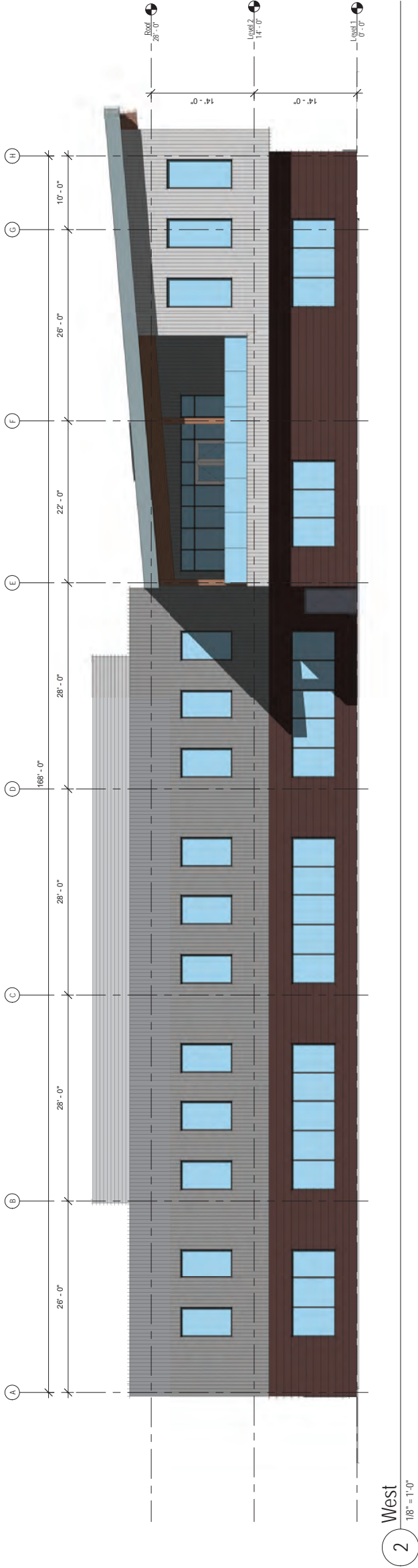
1 3D Ortho from SE

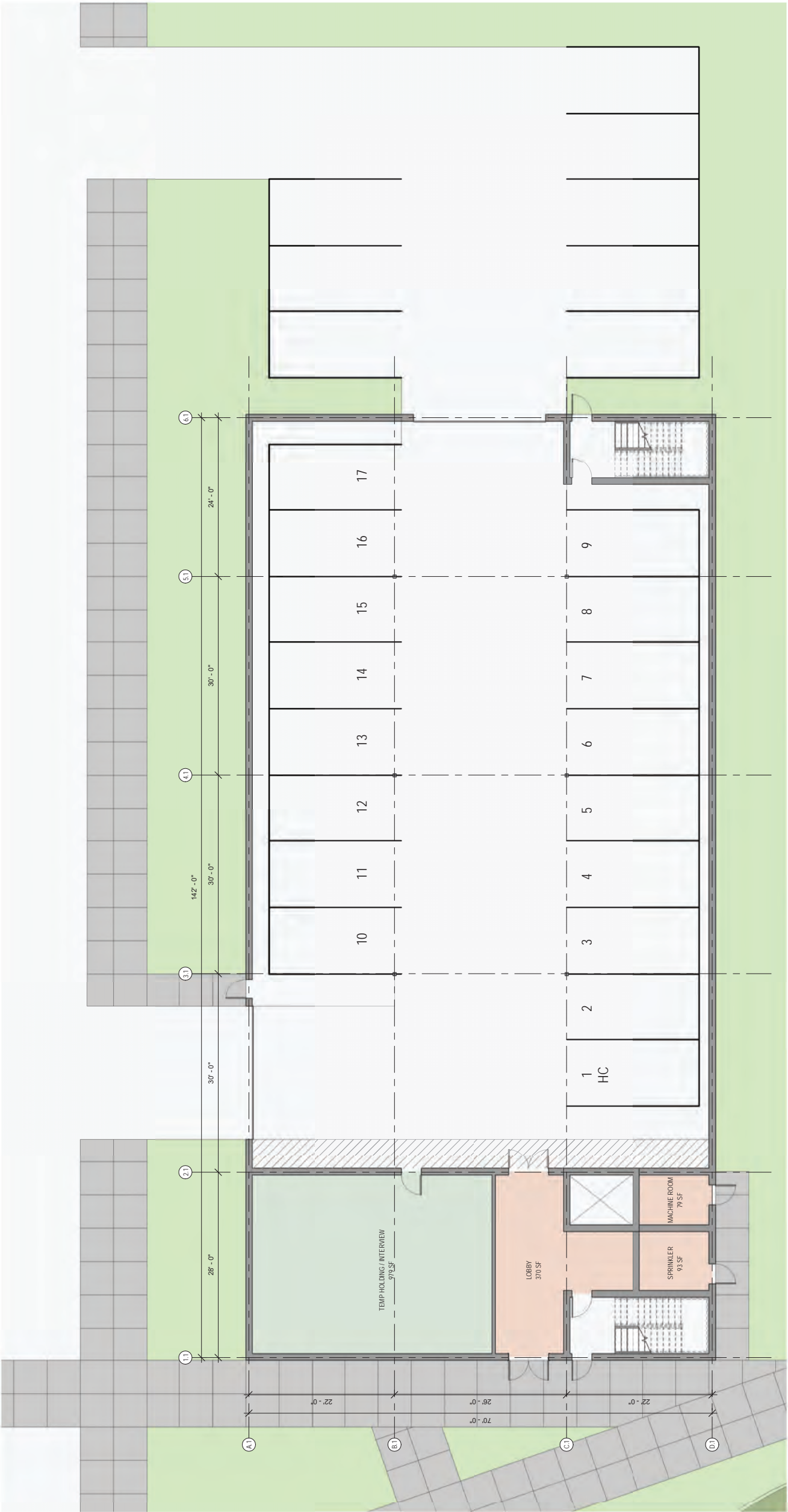


2 East
1/8" = 1'-0"



1 South
1/8" = 1'-0"





1 Level 1 - Building 2
1/8" = 1'-0"

LEVEL 1 AREA = 1,960 SF

WHATCOM COUNTY
5238 NORTHWEST DR
NW ANNEX BUILDINGS

Job No. 2022 Date: 2020.10.29

File No. File Name: rd

Drawn By: DH

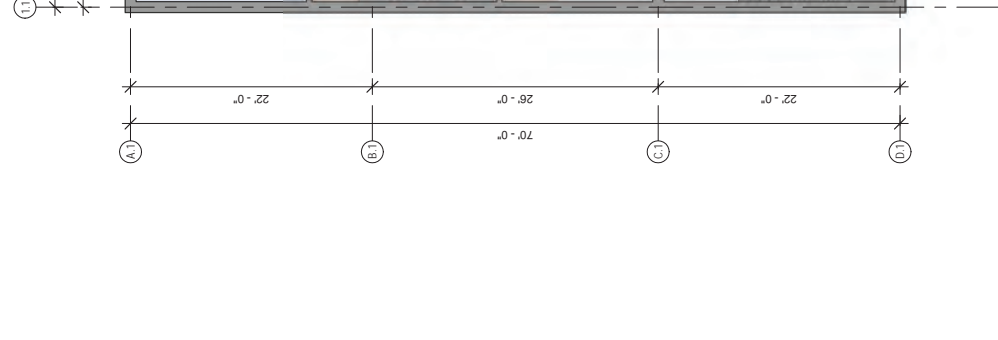
Checked By: BC

Issued for: SCHEMATIC DESIGN

BUILDING 2 -
LEVEL 1

A203

LEVEL 2 AREA = 9,940 SF



Whatcom County

Northwest Annex Feasibility Study

Detailed Cost Summary			Building 1		Building 1		Building 1		Public Safety Building		Sitework	
			Steel and Concrete		Tilt Up		CLT and Mass Timber		Steel and Concrete			
			\$/SF	TOTAL	\$/SF	TOTAL	\$/SF	TOTAL	\$/SF	TOTAL	\$/SF	TOTAL
			34,430 SF		34,430 SF		34,430 SF		19,880 SF		283,665 SF	
A10	Foundations		38.59	1,328,493	35.93	1,237,005	46.31	1,594,504	43.25	859,721		
A20	Basement Construction		0.00	0	0.00	0	0.00		0.00	0		
A	Substructure		38.59	1,328,493	35.93	1,237,005	46.31	1,594,504	43.25	859,721		
B10	Superstructure		68.28	2,350,798	73.12	2,517,402	80.80	2,781,970	70.55	1,402,477		
B20	Exterior Enclosure		35.11	1,208,865	30.64	1,054,840	35.11	1,208,865	48.23	958,887		
B30	Roofing		25.82	889,080	25.82	889,080	25.82	889,080	24.29	482,838		
B	Shell		129.21	4,448,743	129.58	4,461,323	141.73	4,879,915	143.07	2,844,203		
C10	Interior Construction		12.40	427,047	10.52	362,050	10.52	362,050	13.81	274,641		
C20	Stairways		2.57	88,440	2.57	88,440	2.57	88,440	4.40	87,440		
C30	Interior Finishes		16.86	580,564	16.86	580,564	16.86	580,564	17.27	343,373		
C	Interiors		31.83	1,096,051	29.95	1,031,055	29.95	1,031,055	35.49	705,454		
D10	Conveying Systems		2.21	76,000	2.21	76,000	2.21	76,000	3.82	76,000		
D20	Plumbing Systems		12.72	437,928	12.72	437,928	12.72	437,928	31.80	632,240		
D30	Heating, Ventilation & Air Conditioning		52.99	1,824,438	52.99	1,824,438	55.08	1,896,567	54.00	1,073,491		
D40	Fire Protection		5.92	203,711	5.92	203,711	5.92	203,711	5.92	117,623		
D50	Electrical Lighting, Power & Communications		61.14	2,105,222	61.14	2,105,222	61.14	2,105,222	64.59	1,284,026		
D	Services		134.98	4,647,298	134.98	4,647,298	137.07	4,719,427	160.13	3,183,379		
E10	Equipment		0.53	18,375	0.53	18,375	0.53	18,375	0.46	9,225		
E20	Furnishings		10.43	359,100	10.43	359,100	10.43	359,100	10.52	209,200		
E	Equipment & Furnishings		10.96	377,475	10.96	377,475	10.96	377,475	10.99	218,425		
F10	Special Construction		0.00	0	0.00	0	0.00	0	0.00	0		
F20	Selective Demolition		0.00	0	0.00	0	0.00	0	0.00	0		
F	Special Construction & Demolition		0.00	0	0.00	0	0.00	0	0.00	0		
G10	Site Preparation										3.84	1,088,873
G20	Site Improvements										7.88	2,235,794
G30	Site Mechanical Utilities										1.87	530,125
G40	Site Electrical Utilities										0.97	275,000
G90	Other Site Construction										0.00	0
G	Building Sitework			0		0		0		0	14.56	4,129,792
ELEMENTAL COST BEFORE CONTINGENCIES			345.57	11,898,059	341.39	11,754,155	366.03	12,602,376	392.92	7,811,183	14.56	4,129,792
Z10	Contingency	20.00%	69.11	2,379,612	68.28	2,350,831	73.21	2,520,475	78.58	1,562,237	0.29	81,843
ELEMENTAL COST INCLUDING CONTINGENCIES			414.69	14,277,671	409.67	14,104,986	439.23	15,122,851	471.50	9,373,419	14.85	4,211,635
Z21	GR/GCs	15.35%	63.65	2,191,622	62.88	2,165,115	67.42	2,321,358	72.38	1,438,820	2.28	646,486
Z22	Office Overhead & Profit	5.00%	23.92	823,465	23.63	813,505	25.33	872,210	27.19	540,612	0.86	242,906
Z23	Bonds and Insurance	2.00%	10.05	345,855	9.92	341,672	10.64	366,328	11.42	227,057	0.36	102,021
Z24	Permit		0.00	By Owner	0.00	By Owner	0.00	By Owner	0.00	By Owner	0.00	By Owner
CONSTRUCTION COST BEFORE ESCALATION			512.30	17,638,613	506.11	17,425,279	542.63	18,682,747	582.49	11,579,908	18.34	5,203,047
Z30	Escalation to Midpoint (Mar 2023)	4.30%	22.03	758,460	21.76	749,287	23.33	803,358	25.05	497,936	0.79	223,731
RECOMMENDED BUDGET			534.33	18,397,074	527.87	18,174,566	565.96	19,486,105	607.54	12,077,844	19.13	5,426,778



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-049

File ID:	AB2021-049	Version:	1	Status:	Agenda Ready
File Created:	01/08/2021	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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 Henry Hollander to provide facilities management and support services at the COVID Temporary Housing Facility in the amount of \$20,000 for a total amended contract amount of \$60,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Amendment, Original Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Henry Hollander – COVID-19 Temporary Housing Facility Support Contract Amendment #3
DATE: January 14, 2021

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

▪ **Background and Purpose**

This contract provides funding for 24/7 support services to guests at the COVID-19 Temporary Housing Facility located at 3701 Byron Avenue in Bellingham. This contract has not been previously approved by County Council as funding did not exceed \$40,000. The purpose of this amendment is to extend the contract through 05/31/2021 and increase funding for the extended contract period.

▪ **Funding Amount and Source**

Funding for this extended contract period (02/01/2021 – 05/31/2021) may not exceed \$20,000 and funding for the entire contract period (06/01/2020 – 05/31/2021) may not exceed \$60,000. 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 Health Epidemiology & Laboratory Capacity Grant (CFDA 93.323). These funds are included in the 2021 budget. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

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:
202007019 – 3

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:		Henry Hollander	
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 #:	202007019	
Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100(A)(6) **Under Declaration of Emergency**
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#: 93.323
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:		660440
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$ 40,000			
This Amendment Amount:			
\$ 20,000			
Total Amended Amount:			
\$ 60,000			
Summary of Scope: This contract provides facilities and support services at the COVID-19 Temporary Housing Facility located at 3701 Byron Avenue in Bellingham.			
Term of Contract:	1 Year	Expiration Date:	05/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 12/22/2020
	2. Health Budget Approval	KR/JG	Date: 01/06/2021
	3. Attorney signoff:	RB	Date: 01/08/2021
	4. AS Finance reviewed:	Bbennett	Date: 01/08/2021
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-049	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:

Henry Hollander
3980 Pipeline Road
Blaine, WA 98230

CONTRACT PERIODS:

Original: 06/01/2020 – 10/31/2020

Amendment #1: 11/01/2020 – 12/30/2020

Amendment #2: 12/31/2020 – 01/31/2021

Amendment #3: 02/01/2021 – 05/31/2021

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

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 05/31/2021.
2. Revise Exhibit B – Compensation, to reflect a budget for the extended contract period and update invoicing requirements; revised Exhibit B is attached.
3. Funding for the extended contract period (02/01/2021 – 05/31/2021) is not to exceed \$20,000.
4. Funding for the total contract period (06/01/2020 – 05/31/2021) is not to exceed \$60,000.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 02/01/2021.

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. 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:

Henry Hollander		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

CONTRACTOR INFORMATION:

Henry Hollander
3980 Pipeline Road
Blaine, WA 98230
360-961-8411
Chief7102@gmail.com

EXHIBIT "B" – Amendment #3
COMPENSATION

- I. **Budget & Funding:** Funding for this contract period (02/01/2021 – 05/31/2021) may not exceed \$20,000. 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 Epidemiology & Laboratory Capacity Grant (CFDA 93.323). The budget for this contract is as follows:

Dates	Services	Rate/Unit	Total
February 1, 2021 – May 31, 2021	COVID-19 Temporary Housing Facility Facilities Management and Insurance Reimbursed Monthly Based on Cost	\$75/Hour	\$20,000
TOTAL			\$20,000

II. **Invoicing:**

1. The Contractor shall submit itemized invoices on a monthly basis showing daily hours worked and associated tasks accomplished. Monthly invoices must be submitted by the 10th of the month, following the month of service **except as follows:**
 - A. **Final invoices for services performed between February 1, 2021 – May 31, 2021 must be submitted no later than June 11, 2021.**
2. The Contractor shall submit invoices to (include contract/PO #) 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 performed as described on this invoice.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202007019

Originating Department:	Sheriff/DEM
Division/Program: (i.e. Dept. Division and Program)	COVID-19
Contract or Grant Administrator:	John Gargett, Deputy Director
Contractor's / Agency Name:	Henry Hollander
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 type="radio"/> No <input checked="" type="radio"/> If No, include WCC: 3.08.090	
Already-approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 134100	
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 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): \$ 25,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
The purpose of this agreement is to provide facilities and support services at COVID-19 Isolation, quarantine and recovery center	
Term of Contract: 5 months Expiration Date: October 31, 2020	

Contract Routing:	1. Prepared by: Brad Bennett	Date: 07.23.20
	2. Attorney signoff: Christopher Quinn	Date: 7/23/2020
	3. AS Finance reviewed: bbennett	Date: 7/23/2020
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed: <input checked="" type="checkbox"/>	Date: 7-23-2020
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed: <input checked="" type="checkbox"/>	Date: 7-23-2020
	9. Original to Council: <input checked="" type="checkbox"/>	Date: 7-28-2020

Whatcom County Contract No.

202007019

CONTRACT FOR SERVICES
Between Whatcom County and Henry Hollander

Henry Hollander, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp.1 to 9,
 Exhibit A (Scope of Work), page 10,
 Exhibit B (Compensation), page 11,
 Exhibit C (Certificate of Insurance), page 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 June 1st, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the October 31st, 2020.

The general purpose or objective of this Agreement is to: provide Facilities and support services at COVID-19 Isolation, Quarantine and Recovery Center located at Motel 6, 3701 Byron Avenue, Bellingham and provide other services related to isolation and quarantine facilities as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ 25,000. 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 23rd day of July, 2020.

CONTRACTOR:

Henry Hollander dba Hollander Consulting
 3980 Pipeline Road
 Blaine Bellingham, WA 98226

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

DocuSigned by:

7/23/2020


 Henry Hollander
 286E009C104549C...

Contract for Services
 I/Q Facilities Manager

Page 1

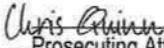
V. 2020-2 DocuSign

WHATCOM COUNTY:
Recommended for Approval:

Department Director Date

Approved as to form:

DocuSigned by: 7/23/2020



Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by:

By:  7/23/2020

Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS***Series 00-09: Provisions Related to Scope and Nature of Services*****0.1 Scope of Services:**

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

Series 10-19: Provisions Related to Term and Termination**10.1 Term:**

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

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: N/A**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 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: N/A

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less 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. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- g. 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.
- 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.

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:

Henry Hollander
3980 Pipeline Road
Blaine, WA 98230
Telephone: (360) 961-8411
Email: chief7102@gmail.com

Whatcom County
Sheriff- Emergency Management
3888 Sound Way
Bellingham, WA 98226
Attention: John Gargett, Deputy Director
Telephone: 360-778-7160
Email: JGargett@co.whatcom.wa.us

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

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

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

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

38.2 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: N/A:

38.4 Federal Requirements:

- a. **Compliance with Federal Law, Regulations, and Executive Orders**
This is an acknowledgement that FEMA or CARES Act financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.
- b. **No Obligation by Federal Government**
The Federal Government and State of Washington are not parties to this contract and are not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. **Program Fraud and False or Fraudulent Statements or Related Acts**
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes**40.1 Modifications:**

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:**a. General:**

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

BACKGROUND:

As a result of the COVID-19 outbreak, Whatcom County has leased the Motel located at 3701 Byron Avenue, Bellingham, Wa 98225 as a facility to house people for isolation, quarantine and recovery purposes. The motel is a 60-unit facility which will be staffed 24/7 with program personnel and security services.

SCOPE OF WORK:

The Contractor is responsible for managing building maintenance and supplies at the Byron Avenue and any other assigned facilities. Contractor will coordinate closely with the Site Operations Manager to ensure site safety and operational capability.

Duties

- Ensure the facilities are being used in a safe, legal, and humane manner by all users
- Coordinate with human services contractors on site
- Oversee the delivery of contracted services being provided on-site (non-human services)
- Be available 24/7 to respond to and mitigate emergent situations
- Arrange for the on-going maintenance and repair of facilities infrastructure
- Manage supply inventories and submit resource requests to the Logistics Section or designated Department.
- Provide periodic status updates to the Whatcom Unified Command Operations Section Chief and/or designated oversight manager.
- Contractor may be requested to provide services related to the operation of additional isolation and quarantine facilities.

EXHIBIT "B"
(COMPENSATION)

Budget and Funding:

I. Budget and Funding

The source of funding for this agreement, in the amount not to exceed \$25,000.00, is Whatcom County funds as passed through from federal sources.

The budget for this work is as follows:

Services	Budget		
	Unit	Rate	Total
Isolation/Quarantine Facilities Management Insurance Reimbursed Monthly Based on Cost	Per Hour	\$75.00	\$25,000

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis showing daily hours worked and associated tasks accomplished. Monthly invoices must be submitted by the 10th of the month following the month of service.

2. The Contractor shall submit invoices to *(include Contract number)*:

Whatcom County
Sheriff - Emergency Management
3888 Sound Way
Bellingham, WA 98226
Attention: John Gargett, Deputy Director
Telephone: (360) 778-7160
Email: JGargett@co.whatcom.wa.us

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. Invoices must include the following statement, with an authorized signature and date:

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY): 06/26/2020
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER Guide Insurance Services, Inc. P.O. Box 473 Lynden WA 99264		CONTACT NAME: Kandi Bear PHONE: (360) 364-2200 FAX: (360) 333-4145 E-MAIL ADDRESS: kandi@guideinsuranceservices.com		
INSURED Henry Hollander 3980 Pipeline Road Blaine WA 99230		INSURERS AFFORDING COVERAGE INSURER A: Kinsale Insurance Company NAIC #: 38520 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: Cert ID 3270		REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
INSR LINE	TYPE OF INSURANCE	ADDL INSR NOV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ADT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	0100119111-0	06/22/2020
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOS <input type="checkbox"/> NONOWNED <input type="checkbox"/> AUTOS ONLY			
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ADT <input type="checkbox"/> LOC			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY/ALL/NO/OTHER/OUTSIDE OF TERRITORY/RELOCATED/IF (N/A) (N/A) (N/A) DESCRIPTION OF OPERATIONS below			
DESCRIPTION OF OPERATIONS (LOCATIONS, VEHICLES, ETC.) (Additional Remarks Schedule, may be attached if more space is required) Certificate holder is named as primary and noncontributory additional insured per form CAS016 04/20 to follow from carrier.				
CERTIFICATE HOLDER Whatcom County		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

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Contract for Services
I/Q Facilities Manager

V. 2020-2 DocuSign

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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: AB2021-052

File ID:	AB2021-052	Version:	1	Status:	Agenda Ready
File Created:	01/11/2021	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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 provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$103,088 for a total amended contract amount of \$476,302

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Amendment, Original Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Lighthouse Mission Ministries – Emergency Temporary Shelter Contract Amendment #5
DATE: January 14, 2021

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. At the time amendment #4 was authorized by Council and approved by the County Executive, a source of funding to extend the contract beyond January 31st had yet to be identified. Funding from the Washington State Department of Health has since been identified and the purpose of this amendment is to extend the contract through May 31st and increase funding for the extended contract period.

▪ **Funding Amount and Source**

Funding for this extended contract period (02/01/2021 – 05/31/2021) may not exceed \$103,088 and funding for the entire contract period (03/20/2020 – 05/31/2021) may not exceed \$476,302. Funds under this contract are made available by the Washington State Department of Health Epidemiology & Laboratory Capacity (CFDA 93.323) Grant. Funding is also provided by the Department of Commerce COVID-19 Housing Grant. These funds are included in the 2021 budget. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. <u>202003013 – 5</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 type="checkbox"/> No <input checked="" type="checkbox"/>	3.08.100(A)(6) If No, include WCC: **Under Declaration of Emergency**	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#: 93.323
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		201801023 / 202003011
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		122700/ 660440
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: This contract provides services to the County required as a result of an emergency. (COVID-19 pandemic)			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 	
\$ 373,214			
This Amendment Amount:			
\$ 103,088			
Total Amended Amount:			
\$ 476,302			
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:	14.5 Months	Expiration Date:	05/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 12/23/2020
	2. Health Budget Approval	KR/JG	Date: 01/06/2021
	3. Attorney signoff:	RB	Date: 01/08/2021
	4. AS Finance reviewed:	Bbennett	Date: 01/08/2021
	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 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

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

Amendment #4: 12/31/2020 – 01/31/2021

Amendment #5: 02/01/2021 – 06/30/2021

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

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 05/31/2021.
2. Amend Exhibits A – Scope of Work to update the dates of services provided under SOW (B) Temporary Housing Facility (04/01/2020 – 05/31/2021); revised Exhibit A is attached.
3. Amend Exhibit B – Compensation, to reflect a budget for the extended contract period and update invoicing requirements; revised Exhibit B is attached.
4. Add Exhibit E – Special Terms and Conditions of Washington State Department of Health Epidemiology & Laboratory Capacity Grant (CFDA 93.323)
5. Funding for the extended contract period (02/01/2021 – 05/31/2021) is not to exceed \$103,088.
6. Funding for the total contract period (03/20/2020 – 05/31/2021) is not to exceed \$476,302.
7. All other terms and conditions remain unchanged.
8. The effective start date of the amendment is 02/01/2021.

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. 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
--------------------------------------	------

CONTRACTOR INFORMATION:

Lighthouse Mission Ministries
Hans Erchinger-Davis, Executive Director
910 W Holly Street
Bellingham, WA 98225
(360) 733-5120
hanse@thelighthousemission.org

Exhibit A – Amendment #5 **(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 – 05/31/2021):

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 #5
COMPENSATION

- I. **Source of Funding:** Funding for this contract period (02/01/2021 – 05/31/2021) may not exceed \$103,088. 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 COVID-19 Housing Grant thru the Washington State Department of Commerce and the Washington State Department of Health Epidemiology & Laboratory Capacity Grant (CFDA 93.323). 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 Temporary Housing Facility	Expanded GL report for the period.	\$93,716
Indirect @ 10% - In no instance shall the indirect cost exceed this rate		\$9,372
TOTAL		\$103,088

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

II. **Invoicing:**

1. The Contractor shall submit itemized invoices by location on a monthly basis in a format approved by the County. The Contract number shall be included on all billings or correspondence. **Final invoices for expenses incurred between February 1, 2021 and May 31, 2021 must be received by June 15, 2021.**
2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from 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.

“Exhibit E”

(Special Terms and Conditions for Epidemiology & Laboratory Capacity Grant – CFDA #93.323)

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.

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, Subparts B through F.

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. 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.

9. 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.

10. 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 CONTRACT INFORMATION SHEET		Whatcom County Contract No. 2020 03013	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Lighthouse Mission Ministries	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		_____	
Does contract require Council Approval? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		3.08.100(A)(6)	
If No, include WCC:		**Under Declaration of Emergency**	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		In process (Commerce COVID-19 Emergency Housing Grant)	
If yes, Whatcom County grant contract number(s): _____		Contract Cost Center: _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, RFP and Bid number(s): _____	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.			
<input type="checkbox"/> Contract work is for less than 120 days.			
<input type="checkbox"/> Interlocal Agreement (between Governments).			
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).			
<input type="checkbox"/> Work related subcontract less than \$25,000.			
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:	
\$ 115,500		1. Exercising an option contained in a contract previously approved by the council.	
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
\$		3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This contract funds staffing for the expansion of the Lighthouse Mission necessary to respond to the COVID-19 outbreak.			
Term of Contract:		5 Months	
Expiration Date:		08/10/2020	
Contract Routing:		1. Prepared by: JT Date: 3/19/2020	
2. Health Budget Approval:		Date:	
3. Attorney signoff:		Date: 3/24/20	
4. AS Finance reviewed:		Date: 3/30/20	
5. IT reviewed (if IT related):		Date:	
6. Contractor signed:		Date: 3-23-2020	
7. Submitted to Exec.:		Date: 3-30-2020	
8. Council approved (if necessary):		Date:	
9. Executive signed:		Date: 3-31-2020	
10. Original to Council:		Date: 4-3-2020	

CONTRACT FOR SERVICES AGREEMENT
COVID-19-related Temporary Shelter

Whatcom County Contract No.

202003013

Lighthouse Mission Ministries, 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 (Statement of Work), p. 10,
Exhibit B (Compensation), p. 11,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 20th day of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 10th day of August, 2020.

The general purpose or objective of this Agreement is to **provide temporary shelter due to the COVID-19 outbreak**, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$115,500. The contract number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 23 day of March, 2020.

CONTRACTOR:

Lighthouse Mission

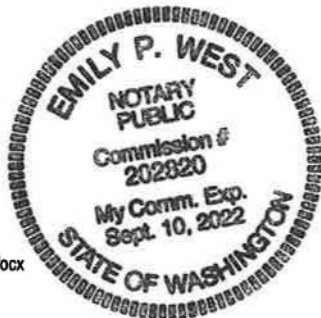


Hans Erchinger-Davis, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 23 day of March, 2020, before me personally appeared Hans Erchinger-Davis, to me known to be the Executive Director of Lighthouse Mission Ministries 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
Whatcom County. My commission expires Sept 10, 2022



WHATCOM COUNTY:

Recommended for Approval:

Anne Deacon 3/23/2020
Anne Deacon, Human Services Manager Date

Erika Lautenbach 3/24/2020
Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham 3/24/20
Royce Buckingham, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: *Satpal Sidhu*
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 31st day of March, 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.



Suzanne M. Mildner
NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham My commission expires 12-31-22

CONTRACTOR INFORMATION:

Lighthouse Mission

Hans Erchinger-Davis, Executive Director
910 W Holly Street
Bellingham, WA 98225
(360) 733-5120 ext. 101
hanse@thelighthousemission.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.

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 as appropriate 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: Not Applicable

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

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

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or

employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$500,000.00 (this amount may vary with circumstances)

General Liability & Property Damage for bodily injury- \$1,000,000.00 (this amount may vary with circumstances)

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary. The County insurance shall be noncontributory.

34.2 Industrial Insurance Waiver:

The Contractor agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor.

34.3 Defense & Indemnity Agreement:

With respect to any alleged acts, errors, omissions or occurrences related to the services or materials provided by Contractor pursuant to the terms of this agreement, the Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, veteran status by (1) denying an individual or business any contracted for service or benefits under this Agreement; or by (2) subjecting an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Barbara Johnson-Vinna – BJJohnso@co.whatcom.wa.us
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
360-778-6046

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

38.3 E-Verify: 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: Not Applicable

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for temporary or preliminary injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the

award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

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

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, to the extent such litigation is by law or agreement not subject to the mandatory arbitration provisions hereinabove, 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, composed 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

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. The LMM's Drop-in Center is being relocated to a larger facility temporarily 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 this new location.

II. Statement of Work

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. It is contemplated that the additional personnel required will include coverage by 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.

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"
COMPENSATION

- I. Source of Funding: The source of funding for this contract, in an amount not to exceed \$115,500, is the Washington State Department of Commerce COVID-19 Emergency Housing Grant. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of the subcontract.

Item	Documentation Required with Invoice	Budget
Personnel	Expanded GL report for the period.	\$105,000
Indirect @ 10%		\$10,500
TOTAL		\$115,500

In no instance shall the indirect cost exceed the limits established above.

II. Invoicing:

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. The Contract number shall be included on all billings or correspondence.
2. The Contractor shall submit invoices to:

Attention: Business Office – HL-BusinessOffice@co.whatcom.wa.us
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

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.

EXHIBIT "C"
INSURANCE

Non Profit Insurance Program

CERTIFICATE OF COVERAGE

Issue Date 3/20/2020

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

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


PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al. PROPERTY American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
INSURED	
Lighthouse Mission Ministries PO Box 548 Bellingham, WA 98227-0548	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-09	6/01/2018	6/01/2020	PER OCCURRENCE	\$4,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$8,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$4,000,000
				PERSONAL & ADV. INJURY	\$4,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-09	6/01/2018	6/01/2020	COMBINED SINGLE LIMIT	\$4,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	N1-A2-RL-0000013-09	6/01/2018	6/01/2020	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-09	6/01/2018	6/01/2020	PER CLAIM	\$4,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Regarding Commerce COVID-19 Emergency Housing Grant is to provide temporary shelter due to the COVID-19 outbreak. Whatcom County, its officers, agents, and employees are named as Additional Insured regarding this grant only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Waiver of transfer of rights is attached.					

CANCELLATION

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

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Whatcom County 509 Girard St Bellingham, WA 98225	

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-09	Endorsement Effective 6/1/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.
Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Whatcom County
509 Girard St
Bellingham, WA 98225

Regarding Commerce COVID-19 Emergency Housing Grant is to provide temporary shelter due to the COVID-19 outbreak. Whatcom County, its officers, agents, and employees are named as Additional Insured regarding this grant only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Waiver of transfer of rights is attached.

- A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In performance of your ongoing operations; or
 2. In connection with your premises owned or rented to you.
- B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:
1. Written contract or written agreement; or
 2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

**AMERICAN ALTERNATIVE
INSURANCE CORPORATION**

**WAIVER OF TRANSFER OF RIGHTS AND RECOVERY
AGAINST OTHERS TO US**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-09	Endorsement Effective 6/1/2018

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Name of Person or Organization: As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

The Our Right To Recovery Condition in the Liability Conditions, Definitions and Exclusions form is amended by addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **Your Work** done under contract with that person or organization. This waiver only applies to the person or organization shown in the Schedule above; however, this waiver does not apply if the injury or damage is due to the sole negligence of such scheduled person or organization.

All other terms and conditions remain unchanged.



RECEIVED

MAR 30 2020

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director *ELL*

RE: Lighthouse Mission Ministries – Emergency Temporary Shelter Contract

DATE: March 23, 2020

Enclosed are two (2) originals of a contract 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 will provide funding for additional staff needed to provide oversight and assistance to people in need of temporary shelter. This temporary shelter arrangement will allow for additional space for Lighthouse Mission guests, which is necessary for public health-related concerns due to the COVID-19 outbreak.

▪ **Funding Amount and Source**

Funding, in an amount not to exceed \$115,500, is provided by the Washington State Department of Commerce COVID-19 Emergency Housing Grant. These funds are included in the 2020 budget. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding 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: AB2021-053

File ID:	AB2021-053	Version:	1	Status:	Agenda Ready
File Created:	01/11/2021	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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 Pacific Security to provide security services at the COVID-19 Temporary Housing Facility in the amount of \$79,425 for a total amended contract amount of \$278,972

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Amendment, Original Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Parker Corporate Services, Inc. dba Pacific Security – Temporary Housing Facility Security Contract Amendment #4

DATE: January 14, 2021

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

▪ **Background and Purpose**

This contract provides funding for 24/7 security services to temporary guests of the COVID-19 Temporary Housing Facility located at 3701 Byron Avenue in Bellingham. At the time amendment #3 was authorized by Council and approved by the County Executive, a source of funding to extend the contract beyond January 31st had yet to be identified. Funding from the Washington State Department of Health has since been identified and the purpose of this amendment is to extend the contract through May 31st and increase funding for the extended contract period.

▪ **Funding Amount and Source**

Funding for the extended contract period (02/01/2021 – 05/31/2021) may not exceed \$79,425 and funding for the entire contract period (04/07/2020 – 05/31/2021) may not exceed \$278,972. 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 Health Epidemiology & Laboratory Capacity (CFDA 93.323) Grant. These funds are included in the 2021 budget. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

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:
202004010 – 4

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Parker Corporate Services, Inc. dba Pacific Security	
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 #:	202004010	
Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100(A)(6) **Under Declaration of Emergency**
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#: 93.323
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:		660440
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract 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 exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$ 199,547			
This Amendment Amount:			
\$ 79,425			
Total Amended Amount:			
\$ 278,972			
Summary of Scope: This contract provides funding for 24/7 security services at Whatcom County's COVID-19 Temporary Housing Facility.			
Term of Contract:	14 Months	Expiration Date:	05/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 01/04/2021
	2. Health Budget Approval	KR/JG	Date: 01/06/2021
	3. Attorney signoff:	RB	Date: 01/08/2021
	4. AS Finance reviewed:	Bbennett	Date: 01/08/2021
	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:

Parker Corporate Services, Inc. dba Pacific Security
2009 Iron Street
Bellingham, WA 98225

CONTRACT PERIODS:

Original: 04/07/2020 – 07/05/2020
Amendment #1: 04/07/2020 – 10/31/2020
Amendment #2: 11/01/2020 – 12/30/2020

Amendment #3: 11/01/2020 – 01/31/2021
Amendment #4: 02/01/2021 – 05/31/2021

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

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 05/31/2021.
2. Amend Exhibit B – Compensation, to update total funding and revise the invoice deadline; revised Exhibit B is attached.
3. Funding for the extended contract period (02/01/2021 – 05/31/2021) may not exceed \$79,425.
4. Funding for the total contract period (04/07/2020 – 05/31/2021) is not to exceed \$278,972.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 02/01/2021.

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. 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:

	Bud Tweten, Sales & Development	
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

CONTRACTOR INFORMATION:

Pacific Security
Bud Tweten, Sales & Development
2009 Iron Street
Bellingham, WA 98225
425-330-1341
bud@parkercorporation.com

EXHIBIT "B" – Amendment #4
(COMPENSATION)

I. Budget and Source of Funding: Funding for this extended contract period (02/01/2021 – 05/31/2021) may not exceed \$79,425. 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 thru the Washington State Department of Health Epidemiology & Laboratory Capacity Grant (CFDA 93.323).

Compensation: Contractor will be paid \$27.35 per hour and \$41.03 per hour on Federal Holidays.

Month	Regular Days	Total \$27.35/hour per 24 hours	Holidays	Total \$41.03/hour per 24 hours	Month Total
February	27	\$17,722.80	1	\$984.72	\$18,708
March	31	\$20,348.40	0		\$20,348
April	30	\$19,692	0		\$19,692
May	30	\$19,692	1	\$984.72	\$20,677
TOTAL					\$79,425

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. Monthly invoices must be submitted by the 15th of the month following the month of service **except final invoices which must be received by June 15, 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 CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202004010

Originating Department:	AS - Finance								
Division/Program: (i.e. Dept. Division and Program)									
Contract or Grant Administrator:	Brad Bennett								
Contractor's / Agency Name:	Pacific Security								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/>									
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input type="radio"/> No <input checked="" type="radio"/> If No, include WCC: Emergency Ord.									
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): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 134150									
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input checked="" type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td></td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	<input type="checkbox"/> Interlocal Agreement (between Governments).	
<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).								
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.								
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.								
<input type="checkbox"/> Interlocal Agreement (between Governments).									
Contract Amount: (sum of original contract amount and any prior amendments): \$ 55,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 								
Summary of Scope:									
This contract provides for security services at the COVID19 Isolation Quarantine and Recovery Center located at Motel 6, 3701 Byron Avenue, Bellingham									
Term of Contract:	Expiration Date: 07/05/2020								

Contract Routing:	1. Prepared by: <u>Am</u>	Date: <u>4-17-20</u>
	2. Attorney signoff: <u>CA</u>	Date: <u>4-17-20</u>
	3. AS Finance reviewed: <u>b Bennett</u>	Date: <u>4-17-2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>✓</u>	Date: <u>4-17-2020</u>
	6. Submitted to Exec.: <u>✓</u>	Date: <u>4-20-2020</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: <u>docsign ✓</u>	Date: <u>4-17-2020</u>
	9. Original to Council: <u>✓</u>	Date: <u>4-21-2020</u>

Whatcom County Contract No.

202004010

CONTRACT FOR SERVICES
Between Whatcom County and Pacific Security

Parker Corporate Services, Inc dba Pacific Security, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp.1 to 10,
Exhibit A (Scope of Work), page 11,
Exhibit B (Compensation), page 12,
Exhibit C (Certificate of Insurance), page 13,

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

The term of this Agreement shall commence on the 17th day of April, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 5th day of July, 2020.

The general purpose or objective of this Agreement is to: provide security services at the COVID-19 Isolation Quarantine and Recovery Center located at Motel 6, 3701 Byron Avenue, Bellingham, WA 98225, 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 \$55,000. 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 17th day of April, 2020.

CONTRACTOR:

Parker Corporate Services, Inc dba Pacific Security
2009 Iron Street
Bellingham, WA 98225

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

DocuSigned by:


4/17/2020

670AB64B32CG49F...
Bud Tweten, VP Development

WHATCOM COUNTY:

Recommended for Approval:

DocuSigned by:
Tyler Schroeder, Deputy Executive 4/17/2020
Department Director Date

Approved as to form:

DocuSigned by:
Chris Quinn 4/17/2020
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by:
Satpal Sidhu 4/17/2020
By
Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS**Series 00-09: Provisions Related to Scope and Nature of Services****0.1 Scope of Services:**

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

Series 10-19: Provisions Related to Term and Termination**10.1 Term:**

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

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 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: N/A32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less 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. Additional Insurance Requirements and Provisions

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

with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

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

37.2 Notice:

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

Pacific Security
2009 Iron Street
Bellingham, WA 98225
Attention: Bud Tweten, VP of Development
Telephone: (425) 330-1341
Email: bud@parkercorporation.com

Whatcom County
Facilities Management
3720 Williamson Way
Bellingham, WA 98225
Attention: Rob Ney, Manager
Telephone: 360-778-5365
Email: mey@co.whatcom.wa.us

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

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

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

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: N/A

38.4 Federal Requirements:

- a. **Department of Homeland Security, Logo, and Flags**
The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- b. **Compliance with Federal Law, Regulations, and Executive Orders**
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- c. **No Obligation by Federal Government**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- d. **Program Fraud and False or Fraudulent Statements or Related Acts**
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes**40.1 Modifications:**

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:**a. General:**

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

b. Notice of Potential Claims:

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

potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim:**

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

d. **Arbitration:**

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

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

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

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

43.1 **Venue and Choice of Law:**

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

44.1 **Survival:**

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

45.1 **Entire Agreement:**

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

EXHIBIT "A"
(SCOPE OF WORK)

BACKGROUND

To provide adequate response to the COVID-19 emergency in Whatcom County, the County has entered into a lease with Motel 6 located at 3701 Byron Ave, Bellingham, WA 98225. The motel is a 60-unit facility and will be used as a COVID-19 Isolation Quarantine and Recovery Center for those in need of separate housing services due to COVID-19 exposure. Facility will be staffed with 2 daytime and 1 nighttime personnel from the Lighthouse Mission. A case manager will also be on-site at all times. Services are needed to provide security for the temporary residents at this facility.

STATEMENT OF WORK

Contractor will provide 24/7 services. Law Enforcement will provide instruction on security responsibilities. Initially contractor will provide surveillance -only on-site. Once operations begin, contractor will perform the duties specified below. Upon request, contractor will provide additional staff or adjust duties.

Contractor will:

- Follow Law Enforcement instructions
- Be responsible for access control
 - each resident of the facility will be provided with ID to verify access into the facility
 - each additional contractor, Health Department or Unified Command personnel will also carry ID to access the facility
- Provide a visible deterrent to criminal behavior by providing routine security patrols around the exterior of the grounds on an hourly basis
- Observe and report suspected criminal activity to WhatComm Dispatch
 - Law Enforcement will exercise their discretion as to whether or not to send officers to the facility based on the nature of the report
 - Contractor will compile reports of incidents or significant events to be provided to Law Enforcement, Unified Command or Whatcom County upon request
 - The on-duty site Security Officer should contact WhatComm dispatch at the beginning of each shift and provide their name and contact number as the responsible party for that rotation.
- Perform duties in a courteous and professional manner
- Report all incidents to the on-site manager

Contractor is responsible for providing uniforms, n95 masks, gloves and eye protection and supervising all security personnel in the proper performance of their duties. Security officers assigned to perform work under this contract shall wear uniforms at all times. These uniforms must clearly identify the name of the security contractor. This identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias or logos.

Security officers employed by the contractor under this contract shall:

- Be able to communicate effectively in both written and oral English.
- Possess a cell phone and have such on their person while on duty.
- Be a legal resident of the United States of America.
- Be physically and emotionally capable of performing the assigned tasks.
- Have no criminal record.

The County retains the right run background checks for each of the contractor's employees. County is not required to provide any reason for requested removal of specified contract personnel.

EXHIBIT "B"
(COMPENSATION)

Budget and Funding:

The source of this funding for this contract, in an amount not to exceed \$55,000, is the COVID-19 Emergency Response Fund. As consideration for the satisfactory provision of the services described in Exhibit A, the County agrees to reimburse the Contractor according to the rates set forth below.

Compensation:

Contractor will be paid \$27.35 per hour.

Invoicing:

1. The Contractor will submit monthly itemized invoices in a format approved by the County. Invoices must contain hours worked, dates of services and a description of services performed. Invoices submitted for payment must include the contract number and be submitted within 15 days of completion of service.

2. Contractor shall submit invoices to:

Attn: Whatcom County Finance - COVID
311 Grand Avenue, Ste 503
Bellingham, WA 98225

3. Payment by the County will be considered timely if made within 30 days of the receipt and acceptance of billing information from Contractor.
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 provided under this contract if the Contractor has been or will be paid by any other source.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/28/2019

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

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

PRODUCER Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004		CONTACT NAME: PHONE (A/C, No, Ext): 425-709-3600 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Pacific Security 2009 Iron Street Bellingham, WA 98225		INSURER A: Arch Specialty Insurance Company INSURER B: Crum & Forster Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	BSPKG2051515	06/27/2019	06/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		1337458617	06/27/2019	06/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	BSPKG2051515 ** WA Stop Gap	06/27/2019	06/27/2020	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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: AB2021-067

File ID:	AB2021-067	Version:	1	Status:	Agenda Ready
File Created:	01/15/2021	Entered by:	BBowman@co.whatcom.wa.us		
Department:	Treasurer's Office	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution cancelling uncollectible personal property taxes

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 84.56.240 requires that the treasurer shall file with the county legislative authority (county council) a list of uncollectible personal property taxes.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed Resolution, Exhibit A, Exhibit B

PROPOSED BY: Treasurer
INTRODUCTION DATE: 02/09/2021

RESOLUTION NO.
CANCELLING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

WHEREAS, RCW 84.56.240 requires that the treasurer shall file with the county legislative authority (county council) a list of uncollectible personal property taxes; and

WHEREAS, Council action is required to formally cancel the uncollectible personal property tax;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the uncollectible personal property tax, attached hereto as Exhibit A & B, is hereby cancelled.

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:

Royce Buckingham, Civil Deputy Prosecutor

Exhibit A					
Parcel Numbers					
(Business) Equipment and Machinery					
PARCEL/PID	NAME AND ADDRESS	REASON	YR	AMOUNT	TOTAL
3103	Family Christian Stores LLC	Bankruptcy	2017	328.83	
	1712 Front St		2018	321.97	
	Lynden, WA 98264				650.80
173347	NYP Bar & Grill	Bankruptcy	2016	2241.24	
	902 N State St #106		2017	1695.85	
	Bellingham, WA 98225		2018	1506.88	
					5443.97
7391	Old Country Buffet	Bankruptcy	2016	2075.48	
	1 Bellis Fair Pkwy #714		2017	2130.77	
	Bellingham, WA 98226				4206.25
12561	Vitamin World	Bankruptcy	2018	146.97	
	8174 Guide Meridian				
	Lynden, WA 98264				146.97
178088	Sports Authority #548	Bankruptcy	2016	7149.51	
	20 Bellis Fair Pkwy		2017	6341.44	
	Bellingham, WA 98226				13490.95
12749	NYP Bar & Grill	Bankruptcy	2016	594.53	
	8874 Bender Rd #101		2017	429.88	
	Lynden, WA 98264		2018	405.37	
					1429.78
3071	Family Christian Stores LLC	Bankruptcy	2017	686.72	
	3560 Meridian St #101		2018	638.20	
	Bellingham, WA 98225				1324.92
11085	Mia & Maxx Hair Studio #4739	Assignment for the benefit of Creditors (ABC) - Roy Kim administrator confirmed there were no funds avail for secondary lien holders. Primary was still owed \$3,000,000	2020	107.75	
	1 Bellis Fair Pkwy				
	Bellingham, WA 98225				107.75
2916	Ronald C Hardesty, P.C.	retired 2018	2017	11.08	
	119 N Commercial St #540		2018	14.81	
	Bellingham, WA 98225		2019	6.56	
					32.45
3620	Orange Julius	business closed 2017	2017	204.94	
	1 Bellis Fair Pkwy #515				
	Bellingham, WA 98225				204.94

3911	Towne Painting	total loss - no assets due to fire in 2016	2017	112.70	
	2116 Queen St				
	Bellingham, WA 98229				112.70
4586	Brian Boyd DC	business closed in 2013	2015	12.92	
	1313 E Maple St #105				
	Bellingham, WA 98225				12.92
5151	Something Different Salon	business closed in 2016	2016	77.97	
	4260 Cordata Pkwy #102				
	Bellingha, WA 98226				77.97
5827	Stevenson McCulloch CPAS INC	business liquidated in 2018	2018	93.53	
	1951 Main St				
	Ferndale, WA 98248				93.53
6797	Spectrum Management LLC	05/14/2015 Secretary of State issued a Certificate of Revocation no longer authorized to conduct business in Washington State	2014	77.30	
	Various Lease		2015	87.27	
	Whatcom County		2016	97.08	
			2017	116.24	
			2018	139.72	
			2019	137.38	
			2020	158.37	
					813.36
8096	Pyramid Engineering	DOR & SOS no UBI match means close	2018	109.40	
	5507 Salish Rd	Property deleted 10/24/2019 per DOR	2019	88.95	
	Blaine, WA 98230				198.35
8176	Spectrum Management LLC	05/14/2015 Secretary of State issued a Certificate of Revocation no longer authorized to conduct business in Washington State	2014	65.14	
	Various Lease		2015	71.25	
	Whatcom County		2016	77.51	
			2017	92.09	
			2018	110.55	
			2019	108.75	
			2020	125.33	
					650.62
11551	Birchwood Women's Health PS	business closed 12/2017	2017	413.49	
	905 Squalicum Way #104		2018	517.29	
	Bellingham, WA 98225				930.78

11781	Lester & Hyldahl PLLC	Sec of State administratively dissolved for non-filing 2018; new PS Inc formed in 2018	2017	41.62	
	119 N Commercial St #175		2018	88.93	
	Bellingham, WA 98225				130.55
11796	A Bail Bond Service Inc	2019 asset list nothing listed owner noted has not been in Whatcom County for over 3 years; DOR & SOS both have Mount Vernon locations only	2016	24.47	
	306 Flora St		2017	29.45	
	Bellingham, WA 98225		2018	34.85	
			2019	31.68	
					120.45
12152	Book Fare Café	business closed 05/03/2018	2018	369.95	
	1200 11th St		2019	365.23	
	Bellingham, WA 98225				735.18
12250	Blue Moon Hair Salon	business closed 2017	2017	443.27	
	1208 Tenth St				
	Bellingham, WA 98225				443.27
177624	Black Pearl Restaurant	Business closed in 2015	2016	261.88	
	202 E Holly St #117				
	Bellingham, WA 98225				261.88
177626	Blaine Harbor Dental	business closed May 2017	2018	43.14	
	215 Marine Dr		2019	102.38	
	Blaine, WA 98230				145.52
177834	Liquor and Tobacco	Per DOR & SOS closed 2016	2018	120.79	
	1873 Main St #5				
	Ferndale, WA 98248				120.79
178969	Top Shelf Cannabis	Closed on 12/02/2017 - DOR marijuana license no longer listed	2016	955.29	
	3863 Hannegan Rd		2017	1143.68	
	Bellingham, WA 98226		2018	1374.56	
					3473.53
180066	Taste of India	Sold in June 2018	2017	342.30	
	3930 Meridian St #107		2018	405.03	
	Bellingham, WA 98226		2019	393.90	
					1141.23
180087	Tandoori Bites	Sold in April 2017	2017	1068.37	
	505 32nd St #104		2018	1284.06	
	Bellingham, WA 98225				2352.43

180096	Topnuggs	Per SOS business closed 06/27/2019	2018	849.51	
	5373 Guide Meridian #C1-2		2019	758.47	
	Bellingham, WA 98226				1607.98
180100	Valley Coffee	Owner mailed 2020 asset list with note closed as of 11/03/2019	2017	32.30	
			2018	77.91	
			2019	56.45	
			2020	64.37	
					231.03
180130	Stonebreaker Growers	business closed early 2018; I-205 license was cancelled	2017	464.90	
	2425 Salashan Loop Bldg 2		2018	583.47	
	Ferndale, WA 98248				1048.37
		TOTAL WRITE-OFF		41741.22	41741.22

Exhibit B					
Mobile Home Parcel Numbers					
Improvements Only					
<u>PARCEL/PID</u>	<u>NAME AND ADDRESS</u>	<u>REASON</u>	<u>YR</u>	<u>AMOUNT</u>	<u>TOTAL</u>
144170	James L & Edna L Counter	0 value	2013	9.34	
	7904 Santa Fe Trail		2014	8.98	
	Maple Falls, WA 98266	1969 Tamarack 56 x 12	2015	9.02	
			2016	9.08	
			2017	9.29	
			2018	11.39	
			2019	8.40	
					65.50
87524	Jeffrey B Friedl	demolished June 2018	2018	44.58	
	4005 Aldergrove Rd #15				
	Ferndale, WA 98248	1978 Barrington 66 x 14			44.58
91806	Jessica M Simmons	destroyed by fire 06/01/2017	2017	48.61	
	6481 Aldrich Rd				
	Bellingham, WA 98226	1971 Elcar 52 x 24			48.61
176908	Kathy M Reidell	04/01/2019 appraiser discovered	2017	15.34	
	478 Cain Lake Rd #A060	PM no longer on property	2018	16.39	
	Sedro Woolley, WA 98284	1979 Travelaire P/M 36 x 8	2019	13.85	
					45.58
122882	John Williams	per park owner this PM moved	2017	27.41	
	4700 Alderson Rd #65	after 11/2019	2018	61.41	
	Blaine, WA 98230	1991 Seaview P/M/ 34 x 8	2019	52.63	
					141.45
177064	Frank & Candice Demarinis	04/01/2019 appraiser discovered	2018	48.07	
	478 Cain Lake Rd #E042	PM no longer on property	2019	25.38	
	Sedro Woolley, WA 98284	Aljo P/M 30 x 8			73.45
		TOTAL WRITE-OFF		419.17	419.17



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-074

File ID:	AB2021-074	Version:	1	Status:	Introduced
File Created:	01/19/2021	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting amendments to Whatcom County Code 2.66 County-Owned Vehicles

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adopting amendments to Whatcom County Code 2.66 County-Owned Vehicles

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/26/2021	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Memo, Proposed Ordinance, Proposed Ordinance - Redline, Proposed Ordinance - Clean



TO: Members of the Whatcom County Council

THROUGH: Tyler Schroeder, Deputy Executive

FROM: Mike Hilley, EMS Manager

RE: County Vehicles Code Amendment

Date: January 20, 2021

Requested Action:

Consider and approve proposed amendments to Whatcom County Code Chapter 2.66 which provides for and outlines the authorized use of County vehicles. The proposed Code amendment would expand the category of authorized drivers under the Code to include non-employees who are engaged in County business and who are specifically authorized by the County Executive's Office ahead of time. All authorized drivers would be required to comply with the County's automobile operation policy whether or not they are County employees.

Background and Purpose:

This proposed amendment and the corresponding County motor vehicle policy provide sufficient limitations, restrictions, and requirements to protect County interests related to non-employee drivers. Certain provisions in the existing code mitigate the opportunity to utilize existing resources to provide transportation necessary to deliver services for clients of county health programs. fulfill the need for transportation services. This amendment is intended to allow limited access for non-county employees to drive county vehicles while preserving appropriate driving policies. The amended ordinance:

- will allow the County to utilize contracted providers such as Community Paramedics, GRACE/SEAMAR employees and authorized County volunteers to provide the transportation necessary to deliver services utilizing County vehicles
- will allow for the limited authorized use of County vehicles by non-employees for County government purposes is an efficient, cost effective, and practical means for providing necessary transportation related to County services and business
- will ensure safe and reliable medical navigation for service clients utilizing existing resources

Medical Navigation transportation is an integral part of the Administration's effort to ensure access for mobile health services and address the COVID impacts. Allowing existing resources to provide those transports addresses this timely issue.

Financial Implications:

These amendments provide limited allowances for non-employees to transport clients of Whatcom County Mobile Health clients for medical navigation utilizing existing resources available.

Please contact Mike Hilley at (360) 927-1155 for questions or concerns regarding this amendment.

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE CHAPTER 2.66
COUNTY-OWNED VEHICLES**

WHEREAS, Whatcom County Code Chapter 2.66 provides for and outlines the legal authorization for use of County vehicles;

WHEREAS, the County delivers a broad array of services to vulnerable populations in the community through mobile integrated health programs (GRACE, LEED, Supportive Housing, COVID response) requiring reliable and accessible motor vehicle transportation of service recipients; and

WHEREAS, the County Health Department and Emergency Medical Services maintain an ongoing need to transport community members for purposes of delivering County services; and

WHEREAS, the County is able to utilize contracted providers such as Community Paramedics, GRACE/SEAMAR employees and authorized County volunteers to provide the transportation necessary to deliver services utilizing County vehicles;

WHEREAS, Whatcom County Code Chapter 2.66 currently prohibits all non-employees from operating County vehicles; and

WHEREAS, amending Chapter 2.66 to allow for the limited authorized use of County vehicles by non-employees for County government purposes is an efficient, cost effective, and practical means for providing necessary transportation related to County services and business; and

WHEREAS, the proposed amendment and the corresponding County motor vehicle policy provide sufficient limitations, restrictions, and requirements to protect County interests related to non-employee drivers;

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3 **NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the Whatcom
4 County Code is hereby amended as outlined in Exhibit A to this Ordinance.
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10 **ADOPTED** this _____ day of _____, 2021.
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14 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

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17 _____
18 Dana Brown-Davis, Clerk of the Council
19

Barry Buchanan, Council Chair

20 WHATCOM COUNTY EXECUTIVE
21 APPROVED AS TO FORM:
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WHATCOM COUNTY, WASHINGTON

23 Approved via Email / Christopher Quinn / LB
24 Civil Deputy Prosecutor
25

Satpal Sidhu, County Executive

26 () Approved () Denied
27 Date Signed: _____
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PROPOSED BY: __County Executive__
SPONSORED BY: BY: __County Executive__
INTRODUCTION DATE: January 26. 2021

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE CHAPTER 2.66
COUNTY-OWNED VEHICLES**

WHEREAS, Whatcom County Code Chapter 2.66 provides for and outlines the legal authorization for use of County vehicles;

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WHEREAS, amending Chapter 2.66 to allow for the limited authorized use of County vehicles by non-employees for County government purposes is an efficient, cost effective, and practical means for providing necessary transportation related to County services and business; and

WHEREAS, the proposed amendment and the corresponding County motor vehicle policy provide sufficient limitations, restrictions, and requirements to protect County interests related to non-employee drivers;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Code is hereby amended as outlined in Exhibit A to this Ordinance.

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ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied
Date Signed: _____

EXHIBIT A

Chapter 2.66
COUNTY-OWNED VEHICLES

Sections:

[2.66.010 Purpose.](#)

[2.66.020 Vehicles.](#)

[2.66.030 Policy.](#)

[2.66.035 Preference to private vehicles.](#)

[2.66.040 Storage.](#)

[2.66.050 Driver's license.](#)

[2.66.060 Drivers.](#)

[2.66.070 Employee-driver responsibility.](#)

[2.66.080 Passengers.](#)

[2.66.090 Long-range vehicle assignments.](#)

[2.66.100 Motor pool duties.](#)

[2.66.110 Overnight and after-hours use.](#)

[2.66.120 Return of the vehicle.](#)

[2.66.130 Continuing use.](#)

[2.66.140 Rental fees.](#)

[2.66.150 Executive as administrator.](#)

2.66.010 Purpose.

The purpose of this policy is to provide for the uniform and consistent use of county-owned vehicles.
(Ord. 80-45 § 1).

2.66.020 Vehicles.

County vehicles shall be identified in accordance with state law. The manner in which employees and authorized users operate and utilize these readily identifiable vehicles is under continuing observation by the public and each employee must recognize the responsibility for prudent and proper operation of a county car when assigned for official business. (Ord. 80-45 § 2).

2.66.030 Policy.

County-owned vehicles shall be used only for transportation needs relative to official county business. County vehicles shall be utilized solely on a daily trip basis from the assigned work station except as enumerated in Sections [2.66.090](#), [2.66.110](#), [2.66.120](#) and [2.66.130](#). (Ord. 80-45 § 3).

2.66.035 Preference to private vehicles.

To the extent they are available, motor pool cars shall be utilized for County travel purposes by employees stationed in the central County complex before privately owned vehicles are used on a reimbursement basis. The County Executive is authorized to grant exemption from this provision when the cost of a motor pool vehicle would exceed the cost of the use of a private automobile. (Ord. 83-41; Ord. 82-93 § 1(g)).

2.66.040 Storage.

The motor pool shall provide a secured parking area for overnight and weekend parking of official County motor pool vehicles. All vehicles excluding those covered by Sections [2.66.090](#), [2.66.110](#), [2.66.120](#) and [2.66.130](#) will be returned to this secured parking area daily by such hour as shall be established by administrative procedure. (Ord. 80-45 § 4).

2.66.050 Driver's license.

All drivers assigned to a County vehicle for use on official business must possess a valid driver's license. Licenses must be properly validated for any special equipment operation. (Ord. 80-45 § 5).

2.66.060 Drivers.

County employees who are on official county business may drive a County vehicle. If there is more than one county employee being transported by the vehicle for county business, any duly licensed county employee may drive. For the purposes of this section, consultants, private contractors and independent contractors are not considered employees of Whatcom County. Non-employees may only drive County vehicles if approved in advance and in writing by the County Executive or the Deputy County Executive. All authorized non-employee drivers must have a driver's record that meets Whatcom County standards, and must agree in writing to fully comply with Whatcom County's driving policies. (Ord. 80-45 § 6).

2.66.070 Driver responsibility.

When using a County vehicle, the employee-driver or other authorized-driver has a responsibility regarding the following:

- A. Safe and proper operation of the vehicle in accordance with the state traffic laws;
- B. Use of the vehicle for official business only and for purposes specified in the written authority issued pursuant to Section 2.66.060;
- C. Transporting passengers only in connection with official County business and as may be specified in the written authority issued pursuant to Section 2.66.060;

1 D. Adequately protecting the vehicle from damage and/or theft;

2 E. Promptly and efficiently reporting any accident as required by state law, and in addition, shall report
3 any accident to the tort claims division of Whatcom County through the Whatcom County Prosecutor's
4 Office;

5 F. Keeping the interior and exterior of the vehicle neat and clean, and in the case of a daily rental, return
6 the vehicle refueled and ready for use;

7 G. The driver of the vehicle is responsible for any and all fines for moving violations received while
8 operating the vehicle. (Ord. 80-45 § 7).

9 **2.66.080 Passengers.**

10 Except when directly related to County business, a vehicle, whether assigned or dispatched pursuant to
11 the provisions regarding 24-hour or permanent assignments, shall not be used to transport any person
12 or employee, other than the vehicle operator, to and from work. (Ord. 80-45 § 8).

13 **2.66.090 Long-range vehicle assignments.**

14 The provisions of the other sections of this chapter notwithstanding, County-owned motor pool vehicles
15 may be assigned to a county official, employee or authorized user on a 24-hour basis when and if the
16 County Executive declares such assignment to be in the best interests of the County and the conduct of
17 County business. (Ord. 80-45 § 9).

18 **2.66.100 Motor pool duties.**¹

19 The motor pool shall maintain and make available to County governmental departments vehicles for
20 daily rental use for the performance of official duties. A daily rental shall be approved in writing by the
21 elected official or the department head responsible for the activity in which the rental vehicle will be
22 used. The motor pool shall be responsible for the maintenance of the mileage records for each vehicle.
23 (Ord. 80-45 § 10).

24 **2.66.110 Overnight and after-hours use.**

25 The council recognizes that sometimes County business requires use of the vehicle at odd hours.
26 Therefore, the following provisions are appropriate. A County employee or other authorized user may
27 check out a County vehicle from the motor pool for overnight use only if:

28 A. The department head or his designee notifies the motor pool that the employee requesting the use of
29 the vehicle has authorization to do so; and

30 B. The vehicles must be checked out overnight because the employee/user must have the vehicle early
31 the next day for official use, and having to wait for the motor pool to open would seriously interfere
32 with the schedule of the employee/user; or

1 C. The employee/user returns from official business at a time when the motor pool is closed. In this
2 case, the employee/user shall return the vehicle to the motor pool the following business day at motor
3 pool opening time;

4 D. The overnight or after-hours use was previously authorized by the County Executive or the Deputy
5 County Executive pursuant to 2.66.060 for purposes of official County business;

6 . The employee/user will be away for more than one day. (Ord. 80-45 § 11).

7 **2.66.120 Return of the vehicle.**

8 If the employee or authorized user is returning the vehicle during hours, he shall return it directly to the
9 motor pool. (Ord. 80-45 § 12).

10 **2.66.130 Continuing use.**

11 Motor pool vehicles may be assigned to the individuals on a basis of continued daily use during regular
12 County government business hours, but only after such assignment has been justified to and approved
13 by the County Executive. (Ord. 80-45 § 13).

14 **2.66.140 Rental fees.**

15 The motor pool shall be reimbursed for the use of the pool vehicles by the using departments according
16 to a schedule of charges to be established by administrative procedures, such schedule of charges being
17 subject to change dictated by purchase, maintenance, and operating costs incurred by the motor pool in
18 maintaining the fleet. (Ord. 80-45 § 14).

19 **2.66.150 Executive as administrator.**

20 The County Executive is authorized and shall be responsible to establish the administrative procedures
21 and requirements governing the operation and maintenance of the motor pool, the method and
22 determination of the assignment of the vehicles, the disposition of charges arising from misuse of a
23 County vehicle, and any other administrative requirements related to motor pool management. (Ord.
24 80-45 § 15).

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE CHAPTER 2.66
COUNTY-OWNED VEHICLES**

WHEREAS, Whatcom County Code Chapter 2.66 provides for and outlines the legal authorization for use of County vehicles;

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WHEREAS, Whatcom County Code Chapter 2.66 currently prohibits all non-employees from operating County vehicles; and

WHEREAS, amending Chapter 2.66 to allow for the limited authorized use of County vehicles by non-employees for County government purposes is an efficient, cost effective, and practical means for providing necessary transportation related to County services and business; and

WHEREAS, the proposed amendment and the corresponding County motor vehicle policy provide sufficient limitations, restrictions, and requirements to protect County interests related to non-employee drivers;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Code is hereby amended as outlined in Exhibit A to this Ordinance.

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ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied
Date Signed: _____

EXHIBIT A

Chapter 2.66
COUNTY-OWNED VEHICLES

Sections:

[2.66.010 Purpose.](#)

[2.66.020 Vehicles.](#)

[2.66.030 Policy.](#)

[2.66.035 Preference to private vehicles.](#)

[2.66.040 Storage.](#)

[2.66.050 Driver's license.](#)

[2.66.060 Drivers.](#)

[2.66.070 Employee-driver responsibility.](#)

[2.66.080 Passengers.](#)

[2.66.090 Long-range vehicle assignments.](#)

[2.66.100 Motor pool duties.](#)

[2.66.110 Overnight and after-hours use.](#)

[2.66.120 Return of the vehicle.](#)

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1 D. Adequately protecting the vehicle from damage and/or theft;

2 E. Promptly and efficiently reporting any accident as required by state law, and in addition, shall report
3 any accident to the tort claims division of Whatcom County through the Whatcom County Prosecutor's
4 Office;

5 F. Keeping the interior and exterior of the vehicle neat and clean, and in the case of a daily rental, return
6 the vehicle refueled and ready for use;

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17 County business. (Ord. 80-45 § 9).

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20 daily rental use for the performance of official duties. A daily rental shall be approved in writing by the
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29 the vehicle has authorization to do so; and

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31 the next day for official use, and having to wait for the motor pool to open would seriously interfere
32 with the schedule of the employee/user; or

1 C. The employee/user returns from official business at a time when the motor pool is closed. In this
2 case, the employee/user shall return the vehicle to the motor pool the following business day at motor
3 pool opening time;

4 D. The overnight or after-hours use was previously authorized by the County Executive or the Deputy
5 County Executive pursuant to 2.66.060 for purposes of official County business;

6 . The employee/user will be away for more than one day. (Ord. 80-45 § 11).

7 **2.66.120 Return of the vehicle.**

8 If the employee or authorized user is returning the vehicle during hours, he shall return it directly to the
9 motor pool. (Ord. 80-45 § 12).

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12 County government business hours, but only after such assignment has been justified to and approved
13 by the County Executive. (Ord. 80-45 § 13).

14 **2.66.140 Rental fees.**

15 The motor pool shall be reimbursed for the use of the pool vehicles by the using departments according
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18 maintaining the fleet. (Ord. 80-45 § 14).

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20 The County Executive is authorized and shall be responsible to establish the administrative procedures
21 and requirements governing the operation and maintenance of the motor pool, the method and
22 determination of the assignment of the vehicles, the disposition of charges arising from misuse of a
23 County vehicle, and any other administrative requirements related to motor pool management. (Ord.
24 80-45 § 15).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-079

File ID:	AB2021-079	Version:	1	Status:	Agenda Ready
File Created:	01/25/2021	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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 Centers to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$95,460 for a total amended contract amount of \$357,976

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Amendment, Original Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: SeaMar Community Health Centers – COVID-19 Temporary Housing Facility Contract Amendment #2

DATE: January 25, 2021

Attached is a contract amendment 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. At the time amendment #1 was authorized by Council and approved by the County Executive, a source of funding to extend the contract beyond January 31st had yet to be identified. Funding from the Washington State Department of Health has since been identified and the purpose of this amendment is to extend the contract through 05/31/2021.

▪ **Funding Amount and Source**

Funding for this extended contract period (02/01/21 – 05/31/2021) may not exceed \$95,460 and funding for the entire contract period (03/01/2020 – 05/31/2021) may not exceed \$357,976. 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 (CARES) Act and Title V and VI of the CARES Act, passed thru the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). These funds will be included in the 2021 budget. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. <u>202011032 – 2</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:		SeaMar Community Health Centers	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a))	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Original Contract #: 202011032
Does contract require Council Approval? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If No, include WCC: 3.08.100(A)(6) **Under Declaration of Emergency**	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#: 21.019
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		201801023
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	660430
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: This contract provides services to the County required as a result of an emergency. (COVID-19 pandemic)			
<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): \$ 262,516		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 	
This Amendment Amount: \$ 95,460			
Total Amended Amount: \$ 357,976			
Summary of Scope: This contract provides funding for operations at a temporary housing facility for people in need of isolation and quarantine due to COVID-19.			
Term of Contract:	15 Months	Expiration Date:	05/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 12/04/2020
	2. Health Budget Approval	KR/JG	Date: 01/22/2021
	3. Attorney signoff:	RB	Date: 01/25/2021 jthom
	4. AS Finance reviewed:	M Caldwell	Date: 01/22/2021
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-079	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:
SeaMar Community Health Centers
1040 S Henderson Street
Seattle, WA 98108

CONTRACT PERIODS:

Original: 03/01/2020 – 12/30/2020
Amendment #1: 12/31/2020 – 01/31/2021
Amendment #2: 02/01/2021 – 05/31/2021

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

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 05/31/2021.
2. Amend Exhibit B – Compensation, to reflect a budget for the extended contract period and update invoicing requirements; revised Exhibit B is attached.
3. Add Exhibit G Special Terms and Conditions of Washington State Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019).
4. Funding for the extended contract period (02/01/21 – 05/31/21) is not to exceed \$95,460.
5. Funding for the total contract period (03/01/2020 – 05/31/2021) is not to exceed \$357,976.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 02/01/2021.

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. 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:

Contractor Signature	Print Name and Title	Date
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STATE OF WASHINGTON)
COUNTY OF KING)

On this _____ day of _____, 2021, 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 _____, 2021, 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 "B" – Amendment #2
(COMPENSATION)

- i. **Budget and Source of Funding:** Funding for this contract period (02/01/21 – 05/31/21) may not exceed \$95,460. 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 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 Grant (CFDA 21.019). The budget for this contract is as follows:

BUDGET (02/01/2021 – 05/31/2021)		
Item	Documentation Required	Budget
Salaries for personnel providing Facility Operational Support, Consultation, and Technical Assistance	Expanded GL report for the period	\$89,460
Support Assistance Program and Flex Funds	GL Detail or Credit Card statement and Receipts showing documentation to support dispersals	\$6,000
TOTAL BUDGET:		\$95,460

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

II. Invoicing

1. The Contractor shall submit itemized invoices according to the date provided in #2 below in a format approved by the County to HL-BusinessOffice@co.whatcom.wa.us.
2. Invoices submitted for payment must include the items identified in the table above. **Final invoices for payment for the 02/01/21 – 05/31/2021 contract period must be submitted no later than June 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 G”
(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 under the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments at https://home.treasury.gov/system/files/136/CRF-Guidance-Federal-Register_2021-00827.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 CONTRACT INFORMATION SHEET		Whatcom County Contract No. 202011032	
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? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#: 21.016 / 21.019
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		202006003 / 201801023 / 202003011
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Contract Cost Center: 134150 / 660430/ 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): \$ 238,650		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
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: 11-13-2020
	7. Submitted to Exec.:		Date: 11-25-2020
	8. Council approved (if necessary):	✓	Date: 11-24-2020
	9. Executive signed:	✓	Date: 11-25-2020
	10. Original to Council:	✓	Date: 12-4-2020

COUNTY ORIGINAL

Whatcom County Contract No.

202011032

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 1st day of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th 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 13 day of November, 2020.

CONTRACTOR:

SeaMar Community Health Centers

Rogelio Riojas, President & CEO

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 13th day of NOVEMBER, 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

VERBON, WA My commission expires 2/16/2022

WHATCOM COUNTY:

Recommended for Approval:

Approved by email AD/JT 10/23/2020

Anne Deacon, Human Services Manager

Date

Erika Lautenbach

11/09/2020

Erika Lautenbach, Director

Date

Approved as to form:

Approved by email AD/JT 10/23/2020

Royce Buckingham, Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

By:

Satpal Sidhu

Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)

) ss

COUNTY OF WHATCOM)

On this 25th day of November, 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.



Suzanne M. Mildner
NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham My commission expires 12-31-22

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

To: SeaMar Community Health Centers
1040 S Henderson Street
Seattle, WA 98108
Attention: Malora Christensen
MaloraChristensen@seamarchc.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: 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)

- 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:

BUDGET		
Item – Costs between line items cannot exceed 10% without prior written approval from the County.	Documentation Required	Budget
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
Subtotal		\$216,955
Indirect @ 10%		\$21,695
TOTAL BUDGET:		\$238,650

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.
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 1st to December 30th, **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.

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
Health Department



Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: SeaMar Community Health Centers – COVID-19 Temporary Housing Facility

DATE: November 16, 2020

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.

509 Girard Street
Bellingham, WA 98225-4005
360.778.6000 | FAX 360.778.6001
WhatcomCountyHealth
WhatcomCoHealth



Whatcom County
HEALTH
Department

1500 North State Street
Bellingham, WA 98225-4551
360.778.6100 | FAX 360.778.6101
www.whatcomcounty.us/health



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-080

File ID:	AB2021-080	Version:	1	Status:	Agenda Ready
File Created:	01/25/2021	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the United States Department of the Treasury for rental and utility assistance and other housing expenses, in the amount of \$6,911,585

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Grant Agreement, Background Information



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: U.S. Department of the Treasury – COVID19 Emergency Rental Assistance Grant

DATE: January 25, 2021

Attached is a contract between Whatcom County and the U.S. Department of the Treasury for your review and signature.

- **Background and Purpose**

Congressional leaders have executed an emergency COVID-19 relief bill that includes emergency rental assistance grants to U.S. territories, tribal communities, states, and cities. This bill provides financial assistance for back and forward rent and utility payments and other housing expenses. Whatcom County has received an allocation of this grant which will provide assistance to local residents through 12/31/2021.

- **Funding Amount and Source**

This grant provides \$6,911,585 in funding directly from the U.S. Department of Treasury. These funds will be included in the 2021 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. 202101032	
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:		U.S. Department of the Treasury	
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):		OMB 1505-0266 CFDA#: 21.023
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		677700
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 YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$ 6,911,585			
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This grant provides COVID-related emergency rental and housing assistance to Whatcom County.			
Term of Contract:		1 Year	Expiration Date: 12/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 01/21/2021
	2. Health Budget Approval:	KR/JG	Date: 01/22/2021
	3. Attorney signoff:	RB	Date: 01/25/2021
	4. AS Finance reviewed:	M Caldwell	Date: 01/22/2021
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-080	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

WHATCOM COUNTY
CONTRACT NO.
202101032

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: Whatcom County Health Department 509 Girard Street Bellingham, WA 98225	DUNS Number: 06-004-4641 Taxpayer Identification Number: 91-6001383
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Satpal Singh Sidhu
County Executive

Authorized Representative: Satpal Singh Sidhu, County Executive

Title: *[To be signed by chief executive officer if recipient is a local government.]*

Date signed: 1/08/2021

DEPARTMENT APPROVAL



Erika Lautenbach, Director

01/21/2021

Date

APPROVED AS TO FORM

Approved by email RB/JT

01/25/2021

Royce Buckingham, Prosecuting Attorney

Date

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
 - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

HOUSING PROVISIONS IN EMERGENCY COVID-19 RELIEF PACKAGE

Congressional leaders have reached a deal on an emergency COVID-19 relief bill that **includes \$25 billion in emergency rental assistance and an extension of the CDC's federal eviction moratorium through January 31!**

The relief bill will provide essential and desperately needed protections for renters, tens of millions of whom would otherwise be at risk of losing their homes this winter. This achievement was made possible by the extraordinary advocacy of NLIHC's members, partners and allies throughout the country, and the leadership and tenacity of congressional champions Senator Sherrod Brown (D-OH), Representatives Maxine Waters (D-CA) and Denny Heck (D-WA), bipartisan negotiators Senators Mark Warner (D-VA), Susan Collins (R-ME), Joe Manchin (D-WV), and Rob Portman (R-OH), Senate Minority Leader Chuck Schumer (D-NY), and House Speaker Nancy Pelosi (D-CA).

EMERGENCY RENTAL ASSISTANCE

Under the bipartisan proposal, \$25 billion for emergency rental assistance would be funded through the Coronavirus Relief Fund (CRF) and administered by the U.S. Department of the Treasury.

Allocation

Of the total amount of rental assistance, \$400 million would be allocated to U.S. territories and \$800 million to tribal communities. The remaining funds would be distributed within 30 days to states and cities with populations of 200,000 or more. Each state would receive a minimum of \$200 million. See NLIHC's estimate of state allocations [here](#).

Uses of Funds

At least 90% of the funds must be used to provide financial assistance, including back and forward rent and utility payments, and other housing expenses. Assistance can be provided for 12 months. States and localities can provide an additional 3 months of assistance "if necessary to ensure housing stability for a household."

When providing forward rent, assistance can only be given for 3 months, though households can subsequently reapply for additional assistance. To the extent that households have back rent, states and localities may not make commitments for forward rent payments unless they have also provided assistance to reduce an eligible household's rental arrears.

Recipients would be able to use the remainder of funds (up to 10%) to provide case management and other services related to the pandemic, as defined by the Treasury Secretary, intended to help keep households stably housed.

Under the legislation, cities and states can make payments directly to landlords or utility companies on behalf of renters. If a landlord refuses to accept the rental assistance, cities and states can give assistance directly to the renter, who can then make payments to the landlord or utility provider.

Eligibility

Funds must be used for households with incomes below 80% of area median income (AMI), and states and localities must prioritize households below 50% of AMI or those who are unemployed and have been unemployed for 90-days. States and localities can provide additional prioritization of funds.

Income determination would be based on either the household's total income in 2020, or the monthly income the household is receiving at the time of application. If income determinations are made based on the applicant's monthly income, the state or locality must re-determine eligibility after 3 months.

Under the bill, households are eligible for emergency rental assistance funds if one or more individuals: (1) has qualified for unemployment benefits or can attest in writing that he or she has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the pandemic; (2) can demonstrate a risk of experiencing homelessness or housing instability; and (3) has a household income below 80% AMI.

Rental assistance provided through the CRF would not be regarded as income or considered when determining eligibility for federal benefits or federally-assisted programs.

Role for Landlords

The proposed legislation allows landlords and property owners to aid tenants in applying for assistance or applying on the renter's behalf. If a landlord applies for assistance on behalf of their tenant, the tenant must cosign the application, the landlord must provide the tenant documentation of the application, and the payments must be used to pay the tenant's rental obligations.

Deadlines

Beginning on September 30, 2021, the Treasury Secretary is required to recapture excess funds not obligated by a state or locality and to reallocate and repay these dollars to eligible grantees who, at the time of such reallocation, have obligated at least 65 percent of the amount originally allocated and have met other criteria. The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction, as determined by the Secretary.

Funds are available through December 31, 2021. States and localities can request to the Treasury Secretary a 90-day extension for any funds reallocated to grantees.

Any unspent funds will be reverted back to the Treasury Department.

Reporting Requirements

The bill requires the Treasury Department, in consultation with the Secretary of the U.S. Department of Housing and Urban Development, to report quarterly on how each state, local, tribal, and territorial government is using emergency rental assistance funds. Each report must include the number of households served, the acceptance rate for applicants, the types of assistance provided to each eligible household, the average amount of funding provided per household, the average number of monthly payments covered by the assistance, and income levels. The data collected must be disaggregated by the gender, race, and ethnicity of the primary applicant in the household. Under the bill, the Treasury Secretary can make full, unredacted data available for statistical research.

EVICTION MORATORIUM

The proposal extends for one month through January 31 the CDC eviction moratorium for nonpayment of rent to keep renters in their homes while state and local governments work quickly to distribute aid to households in need. For more information on the CDC moratorium, see NLIHC and the National Housing Law Project's [Overview](#) and [FAQ](#), and NLIHC's [website](#).

EXTENSION OF THE CORONAVIRUS RELIEF FUND (CRF)

The bill extends the deadline from December 30, 2020 to December 31, 2021 for funds provided by Congress in the CARES Act through the Coronavirus Relief Fund (CRF). Many states and localities have used CRF resources to provide emergency rental assistance during the pandemic.

LOW INCOME HOUSING TAX CREDITS (LIHTC)

The relief bill establishes a permanent floor for the 4% credit in the Low Income Housing Tax Credit (LIHTC) program. This change will make it easier to secure the financing needed for affordable housing projects and will assist in restarting stalled LIHTC projects throughout the country. Advocates estimate that the creation of a 4% floor could create as much as 126,000 rental homes in the next 10 years.

The bill also provides an additional allocation of \$1.1 billion in LIHTC for states impacted by disasters.

For more information, contact NLIHC Vice President Sarah Saadian at ssaadian@nlihc.org



UPDATED: DECEMBER 21, 2020

DISASTER HOUSING RECOVERY COALITION, C/O NATIONAL LOW INCOME HOUSING COALITION
1000 Vermont Avenue, NW | Suite 500 | Washington, DC 20005 | 202-662-1530 | www.nlihc.org



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-087

File ID:	AB2021-087	Version:	1	Status:	Agenda Ready
File Created:	01/26/2021	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Brown & Caldwell to conduct Phase 2 of the Lake Whatcom Total Maximum Daily Load (TMDL) Reassessment in the amount of \$303,935

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Appendix 2 of the Western Washington Phase II Municipal Stormwater Permit requires that Whatcom County update phosphorus loading capacity targets for the Total Maximum Daily Load (TMDL) for Lake Whatcom. Phase I of this requirement involved the compilation of stream sampling data and the development of a Quality Assurance Protection Plan (QAPP) which lays out the steps and methodology for updating the model

Phase 2, the subject of this contract, will take data compiled in Phase I and begin model recalibration, water quality scenario modeling and interpretation of modeling results produced by the CE-QUAL W2 model

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Contract

**Jon Hutchings
Director**



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

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Kraig Olason, Stormwater Program Manager *KO*
Cathy Craver, Senior Planner

DATE: January 26, 2021

RE: Contract for Services with Brown & Caldwell for Phase 2 of the Lake
Whatcom Total Maximum Daily Load (TMDL) Reassessment

REQUESTED ACTION

Please find attached for your review and approval two (2) originals of a contract for services between Brown & Caldwell and Whatcom County for Phase 2 of the Lake Whatcom TMDL Reassessment.

BACKGROUND AND PURPOSE

Whatcom County is required through Appendix 2 of the Western Washington Phase II Municipal Stormwater Permit to update phosphorus loading capacity targets for the Lake Whatcom TMDL by March 31, 2024. Phase 1 of a reassessment of the loading capacity targets entailed data compilation for recalibrating the CE-QUAL-W2 model (that simulates Lake Whatcom's response to the loading of phosphorus). This was initiated in February 2020 and provided a final Quality Assurance Project Plan (QAPP) laying out the steps and methodology for updating the model.

The Phase 2 proposal will take the data from Phase 1 and begin recalibration, water quality scenario modeling, and interpretation of the results produced from the CE-QUAL W2 model.

Brown and Caldwell was chosen through a competitive selection process (RFQ 19-01).

FUNDING AMOUNT AND SOURCE

This contract in the amount of \$303,935 will be funded through the 2021 Stormwater budget (123212).

Please contact Cathy Craver at extension 6299, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works								
Division/Program: (i.e. Dept. Division and Program)	Stormwater-907620								
Contract or Grant Administrator:	Cathy Craver								
Contractor's / Agency Name:	Brown & Caldwell								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>									
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____									
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFQ-19-01 Contract Cost Center: 123212									
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td></td> </tr> </table>		<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	<input type="checkbox"/> Interlocal Agreement (between Governments).	
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<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): \$ 303,935 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 								
Summary of Scope: _____									
Complete Phase 2 of the Lake Whatcom Total Maximum Daily Load (TMDL) Reassessment. This includes recalibration, scenario modeling, and interpretation of the CE-QUAL W2 Lake Response Model results as Whatcom County's Lake Whatcom TMDL requirements.									
Term of Contract:	Expiration Date: 10/31/2022								

Contract Routing:	1. Prepared by: Cathy Craver	Date: 01/13/21
	2. Attorney signoff: Christopher Quinn	Date: 1/19/2021
	3. AS Finance reviewed: bbenett	Date: 1-19-21
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

CONTRACT FOR SERVICES AGREEMENT
Lake Whatcom Total Maximum Daily Load (TMDL) Reassessment-Phase 1

Brown & Caldwell, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 1 to 9,
 Exhibit A (Scope of Work), pp. 10 to 14,
 Exhibit B (Compensation), pp. 15 to 15,
 Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 9th day of February, 20 2021, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of October, 20 22.

The general purpose or objective of this Agreement is to: complete Phase 2 of the Lake Whatcom Total Maximum Daily Load (TMDL) Reassessment, 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 \$ 303,935. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 22nd day of January, 20 21.

CONTRACTOR:

Brown & Caldwell

Mike Milne

Mike Milne, Vice President

STATE OF WASHINGTON)
) ss.
 COUNTY OF King)

On this 22nd day of January 20 21, before me personally appeared Mike Milne to me known to be the Vice President of Brown and Caldwell and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

JOANNA B. WILSON
NOTARY PUBLIC
 STATE OF WASHINGTON
 COMMISSION NUMBER 198711
 COMMISSION EXPIRES FEB. 22, 2022

Joanna B. Wilson
 NOTARY PUBLIC in and for the State of Washington, residing at
Seattle, WA. My commission expires 2/22/2022.

WHATCOM COUNTY:

Recommended for Approval:

Jon Hutchings, Public Works Director

Date

1/26/21

Approved as to form:

CO/Emailed/BB 1/25/21

Date

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 _____

CONTRACTOR INFORMATION:

Brown and Caldwell

Mike Milne

Mike Milne, Vice President

Address:

701 Pike Street, Suite 1200

Seattle, WA 98101

Contact Name: Mike Milne

Contact Phone: 206-749-2284

Contact FAX: 206-749-2200

Contact Email: mmilne@brwncald.com

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

0.2 Standard of Care

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services as agent of Whatcom County in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County after payment to Contractor.

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but

is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

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

- 1) Commercial General Liability coverage--
 - a) Property Damage - \$500,000.00 per occurrence
 - b) General Liability & Bodily injury- \$1,000,000.00 per occurrence

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". For that insurance, the Contractor's policy shall be considered as primary and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

- 2) Professional Liability - \$1,000,000 per claim:

If the professional liability insurance is a claims made policy, and if the Contractor discontinues coverage either during the term of this contract or within three years of completion, the Contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Cathy Craver
Senior Planner
322 N. Commercial St., Suite 224
Bellingham, WA 98225Insert here

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

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

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

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

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

38.3 E-Verify:

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

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor incorporated into this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph.

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

a.

Disputes:

General:

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

b.

Notice of Potential Claims:

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

c.

Detailed Claim:

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

d.

Arbitration:

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

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

43.1

Venue and Choice of Law:

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

44.1

Survival:

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

45.1

Entire Agreement:

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

**EXHIBIT A
(SCOPE OF WORK)**

**Lake Whatcom TMDL Reassessment, Phase 2
Whatcom County**

Background

The Washington State Department of Ecology (Ecology) published the revised Lake Whatcom Total Phosphorus and Bacteria TMDLs Volume 2: Water Quality Improvement Report and Implementation Strategy report in 2016. Ecology's 2016 report prescribes an adaptive management/continuous improvement approach that include refining the watershed and lake models based on new data and using them to recalculate the phosphorus (P)-loading capacity of the lake. Ecology may use the new modeling results to revise the wasteload and load allocations for the TMDL.

Whatcom County (County) is covered by the Western Washington Phase II Municipal Stormwater Permit. Appendix 2 of the Permit requires that the County recalculate the lake loading capacity and submit the results to Ecology by 3/31/2024. However, Ecology would welcome an earlier submittal.

To fulfill this requirement, the County intends to update the existing lake model and apply it to a range of management scenarios. Depending on the results, the County might recommend specific revisions to the TMDL. The County also has the option of using the model for related purposes such as predicting how changes in P loading may affect various uses of Lake Whatcom.

In November 2019, the County issued a Request for Proposals to assist with the Lake Whatcom TMDL Reassessment. The County selected the Brown and Caldwell (BC) team, which consists of staff from BC and Scott Wells and Associates. Phase 1 began in February 2020 and will be completed in February 2021.

Scope of Work—Phase 2

The Phase 2 SOW will include the tasks described below.

Task 2.1 Project Management

The BC project manager will maintain close coordination with the County project manager throughout Phase 2. This will entail frequent phone and e-mail communication. The BC manager will be responsible for staff supervision, administering the project QA/QC procedures, and budget and schedule tracking.

Deliverables

- Monthly progress reports
- E-mail summaries to document project decisions

Assumptions

- Phase 2 will last 18-20 months

Task 2.2 Recalibration of Lake Model

The BC team will update and recalibrate the CE-QUAL-W2 model using observed data from the chosen simulation period. This task will be led by Scott Wells and Associates with assistance from BC.

As an initial step, the existing model code will be updated to the latest version of CE-QUAL-W2 (Version 4.2.1). The previous version of CE-QUAL-W2 used a zero order and first order sediment nutrient flux model. Version 4.2 includes a sediment diagenesis model, which will improve the ability to predict how sediment nutrient fluxes may change in response to changes in external nutrient loading over longer time scales.

After the model is set up to accept the inputs compiled under Phase 1, Task 1.2, it will be tested to verify that the performance is similar to the original model. The modeling team will also perform a sensitivity analysis to identify the model inputs and parameters that have the largest control on predicted dissolved oxygen concentrations. This step will be informed by sensitivity analyses documented for previous versions of the lake model and will be performed primarily to confirm that major sensitivities have not changed with the updated model version and inputs.

During recalibration, model boundary condition gaps will be filled and coefficients to which the model may be sensitive will be adjusted within acceptable ranges to optimize the match between predicted and observed water quality. Early stages of the recalibration will focus on performing a model water balance and calibrating the model to temperature. Later stages of the calibration will focus on nutrients, chlorophyll-a, and dissolved oxygen.

The quality of the calibration will be determined by both graphical fits (observed vs. predicted) and calibration statistics (e.g., mean error, absolute mean error, and root mean square error) identified in the QAPP. The modelers will select a final set of model parameters that achieve the best calibration. A high level of confidence in the model will result from the ability to match field data under a variety of seasonal, hydrologic, and meteorological conditions for a long period of record. The results of the recalibration will be documented in a model calibration report which will provide graphical and statistical summaries of the calibration and a final recommended set of parameters. The report will also include discussion of the usability of the model results based on the criteria of the QAPP and any associated cautions/caveats on how the model results should be used. We will participate in a conference call to discuss County comments. We will then prepare a revised draft version for submittal to Ecology. The revised draft will be finalized in response to Ecology comments.

Deliverables:

- Updated/recalibrated CE-QUAL-W2 model
- Draft, revised, and final CE-QUAL-W2 model recalibration report, including graphical comparisons of observed and simulated DO concentrations

Assumptions for Cost Estimate

- The BC team will prepare draft, revised, and final versions of the model recalibration report.
- Up to four members of the BC team will participate in a two-hour conference call with the County to discuss County comments on the draft model recalibration report.
- The County will provide one consolidated set of comments on the draft in tracked changes.
- Up to four BC team members will participate in two hours of conference calls to discuss Ecology's comments on the model recalibration report.
- BC will prepare a draft comment response letter. The County will review and edit the letter as appropriate before sending it to Ecology.

Task 2.3 Scenario Modeling and Interpretation

After approval of the recalibration, the modeling team will use the updated CE-QUAL-W2 model to simulate the lake responses to four scenarios:

- Existing conditions
- Full buildout conditions based on current County and City land use plans

- Full rollback (i.e., 100 percent forest)
- Partial rollback (i.e., watershed conditions required to meet DO criterion in lake)

The City will provide the Hydrocomp Forecast and Analysis Model (HFAM) output for these scenarios. The BC team will compile and format it as outlined in Task 1.2.

The details of the simulation periods for the scenarios will be determined by discussions with the modeling team, stakeholders, and Ecology. These details include the year(s) of simulation and how to describe boundary conditions for these scenarios.

The lake model output will be post-processed to interpret the degree of attainment of the DO criteria and the 0.2 mg/L human allowance under each scenario. This information will be presented in both graphical (e.g., DO concentration—cumulative volume charts) and tabular summaries.

The modeling team will evaluate attainment for individual years within the simulation period and thereby gain insights into how the P reduction requirements would change based on interannual variations in hydrologic/meteorological conditions. This information will be interpreted to determine if certain years or combinations of years should exert more control on the TMDL or conversely whether results for certain years should be de-emphasized as non-representative.

The BC team will meet with the County to discuss the modeling results for the scenarios listed above. We may also identify additional scenarios that could provide valuable information for lake management. These additional scenarios could be modeled under Task 2.5. After the scenario modeling has been completed, the BC team will prepare a draft scenarios report for review by the County and City. We will participate in a Teams meeting to discuss County and City comments. We will then prepare a revised version of the scenarios report.

The scenario results will be used to develop a matrix of potential reductions associated with different conditions and assumptions. The matrix can then be used to formulate specific recommendations for how TMDL wasteload allocations and allocations should be expressed in an adaptive management framework.

The BC team will prepare a preliminary TMDL reassessment report based on the scenario modeling results. We will participate in a conference call to discuss County comments. We will then prepare a revised draft version for submittal to Ecology.

BC will participate in a conference call with the County to discuss Ecology's comments on the draft reassessment report. We will then meet with Ecology to discuss their comments. BC will revise the report and prepare a comment response summary. If Ecology has additional comments, BC will participate in a conference call with Ecology if needed to clarify their comments. We will then prepare the final version of the reassessment report.

Deliverables:

- Draft and revised scenario modeling Report
- Preliminary, draft, revised, and final TMDL reassessment report
- Response summary for Ecology comments on the Reassessment Report

Assumptions for Cost Estimate

- BC will prepare one draft and one revised version of the Scenarios Report for County and City review.
- Four members of the BC team will participate in a two-hour conference call with the County to discuss County comments on the draft Scenarios Report.

- The BC team will prepare preliminary, draft, revised, and final versions of the TMDL reassessment report.
- Four members of the BC team will participate in a two-hour conference call with the County to discuss County comments on the draft Reassessment Report.
- The Reassessment Report will be up to 40 pages (excluding appendices).
- The County will provide one consolidated set of comments on the draft in tracked changes.
- Up to four BC team members will participate in two hours of conference calls to discuss Ecology's comments on the draft Reassessment Report.
- BC will prepare a draft comment response letter. The County will review and edit the letter as appropriate before sending it to Ecology.
- If Ecology has comments on the revised Reassessment Report, up to four members of the BC team will participate in an additional conference call with Ecology and prepare a final version of the report.

Task 2.4 Stakeholder and Public Outreach Support

BC will draft a brief stakeholder outreach plan to guide outreach efforts during the reassessment project. The plan will describe the types of outreach that may be undertaken, materials that may be developed for different audiences, and a draft timeline of stakeholder activities. BC will participate in a conference call to review the County's comments on the draft outreach plan and then submit a revised plan.

BC's stakeholder and public outreach activities will initially depend on the outreach plan but could evolve as the County project manager identifies additional support needs over the course of the project. Potential activities could include:

- Participation in meetings with Ecology, elected officials, the Interagency Data Team, and other stakeholder groups
- Preparation of presentation materials, briefing materials, and fact sheets to explain modeling methods and results
- Responding to stakeholder comments and inquiries

Deliverables:

- Draft and revised stakeholder outreach plan
- Other deliverables could include presentations, fact sheets, and materials for the Lake Whatcom Management website

Assumptions for Cost Estimate:

- The level of effort for this task will depend on the outreach plan but could change over the course of the project. The cost estimate assumes:
 - BC will prepare draft and revised versions of a brief (10-15 pages) revised outreach plan
 - BC will prepare a brief overview of the TMDL reassessment suitable for the County website
 - BC will prepare a brief reassessment overview presentation (PowerPoint)
 - BC will prepare a presentation on the modeling scenario results. The presentation will be adapted into a more technical and less technical version for different audiences.
 - Up to \$7,500 in additional stakeholder support may be required

Task 2.5 Ongoing Technical Assistance (as needed)

This task would cover additional needs identified by the County during the reassessment, such as modeling additional watershed scenarios suggested by stakeholders. If deemed appropriate by the County, the model team could simulate additional scenarios identified during Task 2.3 (e.g., wet, dry, and normal base years). We could also evaluate attainment of a range of P reductions associated with prevention of algal-related clogging, taste and odor, fisheries support, etc.

Conducting this type of analysis for Lake Whatcom would require empirical analysis of the relationship between water quality indicators (e.g., chlorophyll-a) and the problems of concern and also informed by a literature review. Model output would then be post-processed to make general predictions of how different P reduction levels would lower the frequency of these issues. This task could also include a training session for County staff on how to use the CE-QUAL-W2 model and provide technical assistance to the County in using the model to perform their own sensitivity studies.

Deliverables:

- This task could entail a range of deliverables such as technical memoranda, reports, and presentations, depending on the nature of the assignment

Assumptions for Cost Estimate:

- The level of effort for this task will depend on the technical assistance needs identified by the County. The cost estimate assumes:
 - Approximately \$8,500 for the evaluation of planned P control measures
 - Approximately \$47,000 for the evaluation of P-reduction targets to prevent algal-related clogging and taste and odor problems and to maintain or enhance aquatic habitat in the lake
 - Approximately \$10,500 for modeling additional scenarios identified by stakeholders
 - Approximately \$10,500 for a 2-day training course on how to use the updated Lake Whatcom CE-QUAL-W2 model

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Contract for Services Agreement
Brown and Caldwell
V2.0

Brown and Caldwell
Lyle Wadcom TML Reassessment - Phase 2
Budget Estimate Workbook
1/22/2025

Phase 2 (2021-22)	Task	Start Date	End Date	Duration	Resources	Cost	Progress	Notes
2.1	Review literature	1/1/21	3/31/21	90	1	\$1,000	100%	Completed
	Review literature	4/1/21	6/30/21	90	1	\$1,000	100%	Completed
	Review literature	7/1/21	9/30/21	90	1	\$1,000	100%	Completed
	Review literature	10/1/21	12/31/21	90	1	\$1,000	100%	Completed
2.2	Review literature	1/1/22	3/31/22	90	1	\$1,000	100%	Completed
	Review literature	4/1/22	6/30/22	90	1	\$1,000	100%	Completed
	Review literature	7/1/22	9/30/22	90	1	\$1,000	100%	Completed
	Review literature	10/1/22	12/31/22	90	1	\$1,000	100%	Completed
2.3	Review literature	1/1/23	3/31/23	90	1	\$1,000	100%	Completed
	Review literature	4/1/23	6/30/23	90	1	\$1,000	100%	Completed
	Review literature	7/1/23	9/30/23	90	1	\$1,000	100%	Completed
	Review literature	10/1/23	12/31/23	90	1	\$1,000	100%	Completed
2.4	Review literature	1/1/24	3/31/24	90	1	\$1,000	100%	Completed
	Review literature	4/1/24	6/30/24	90	1	\$1,000	100%	Completed
	Review literature	7/1/24	9/30/24	90	1	\$1,000	100%	Completed
	Review literature	10/1/24	12/31/24	90	1	\$1,000	100%	Completed
2.5	Review literature	1/1/25	3/31/25	90	1	\$1,000	100%	Completed
	Review literature	4/1/25	6/30/25	90	1	\$1,000	100%	Completed
	Review literature	7/1/25	9/30/25	90	1	\$1,000	100%	Completed
	Review literature	10/1/25	12/31/25	90	1	\$1,000	100%	Completed

Assignment: The Ethical Matrix

Contract amounts shall not exceed the total budget referenced (above). As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the project budget (Exhibit B). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 10%. Expense reimbursement requests must be accompanied by copies of paid invoices. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-091

File ID:	AB2021-091	Version:	1	Status:	Agenda Ready
File Created:	01/27/2021	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington State Department of Transportation in the amount of \$2,047,063 for a total amended contract amount of \$2,197,063

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This supplement provides an additional \$2,047,063 for the construction phase of this project which includes \$885,066 of Federal FBP funds and \$1,162,057 from the local road fund for the Lummi Island Breakwater Replacement

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Agreement Supplement

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6200
Fax: (360) 778-6201

Memorandum

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive and
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: January 25, 2021

Re: Lummi Island Breakwater Replacement
CRP No. 914015; Federal Aid FBP – A373 (001)

Local Agency Agreement Supplement #2 and Updated Project Prospectus

Attached for your review and signature are two (2) originals each of a Federal Aid Project Prospectus and Local Agency Agreement Supplement between the Washington State Department of Transportation (WSDOT) and Whatcom County for the above-referenced project.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency Agreement Supplement and updated Project Prospectus to receive additional federal Ferry Boat Program (FBP) funds for the construction phase of the Lummi Island Breakwater Replacement.

Please keep **one** original of the Project Prospectus for your files and return the other original to my office. Please return **both** originals of the Local Agency Agreement Supplement to my office for further processing. We will return a fully executed original to you once they are signed by WSDOT.

Background and Purpose

The southerly timber breakwater at the Lummi Island Terminal was constructed in the 1980's. It is showing signs of significant deterioration and is in need of replacement. The replacement breakwater will be a modern steel pile supported design to accommodate safe docking of the Whatcom Chief.

This Local Agency Agreement Supplement No. 2 and Project Prospectus are required to obligate federal Ferry Boat Program (FBP) funds for the construction phase of the Lummi Island Breakwater Replacement Project. Construction of this project is scheduled for the summer of 2021.

Funding Amount and Source

This supplement provides an additional \$2,047,063 for the construction phase of this project, which includes \$885,006 of federal FBP funds and \$1,162,057 from the local road fund. The estimated total project cost including the preliminary engineering phase is \$2,197,063, including \$1,005,006 of FBP funds and \$1,192,057 coming from the road fund. This project is listed at Item No. 35 on the approved 2021 Annual Construction Program.

Please contact Doug Burghart at 360-815-3791 if you have any questions or concerns regarding this request.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works - Bridge & Hydraulic
Division/Program: (i.e. Dept. Division and Program)	905900 / Construction
Contract or Grant Administrator:	James E. Lee P.E., Engineering Manager
Contractor's / Agency Name:	Washington State Department of Transportation
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 #: 201604012	
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): LA 8896 CFDA#: 20.205	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): 201604012	
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: 914015	
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 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): \$ 150,000.00 This Amendment Amount: \$ 2,047,063.00 Total Amended Amount: \$ 2,197,063.00	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
This Local Agency Agreement Supplement No. 2 is required to receive additional federal funding for the construction phase of the Lummi Island Breakwater Replacement Project, CRP 914015.	
Term of Contract: N/A Expiration Date: 12-31-2023	

Contract Routing:	1. Prepared by: D. Burghart	Date: 1/22/21
	2. Attorney signoff: Christopher Quinn	Date: 1/22/2021
	3. AS Finance reviewed: M Caldwell	Date: 1/22/2021
	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:



Agency Whatcom County		Supplement Number 2
Federal Aid Project Number FBP-A373(001)	Agreement Number LA 8896	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement number noted above.

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

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Lummi Island Breakwater Replacement

Length 0.00

Termini N/A

Description of Work ☒ No Change

Whatcom County proposes to replace the timber southern breakwater at the Lummi Island ferry terminal with a new steel structure

Reason for Supplement

To obligate funds necessary for the construction phase of this project.

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date 12-31-2024

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: 3-10-2021

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 80 %	a. Agency	150,000.00		150,000.00	30,000.00	120,000.00
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State			0.00		
	e. Total PE Cost Estimate (a+b+c+d)	150,000.00	0.00	150,000.00	30,000.00	120,000.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 80 %	k. Contract		1,081,258.00	1,081,258.00	216,252.00	865,006.00
	l. Other Contract-Nonparticipating		815,805.00	815,805.00	815,805.00	
	m. Other Consultant-Nonparticip.		16,210.00	16,210.00	16,210.00	
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency		108,790.00	108,790.00	108,790.00	
	p. State		25,000.00	25,000.00	5,000.00	20,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	2,047,063.00	2,047,063.00	1,162,057.00	885,006.00
	r. Total Project Cost Estimate (e+j+q)	150,000.00	2,047,063.00	2,197,063.00	1,192,057.00	1,005,006.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official
By

**Washington State
Department of Transportation**
By Director, Local Program

Title

Date Executed

Approved as to form:

Agency Whatcom County		Supplement Number 2
Federal Aid Project Number FBP-A373(001)	Agreement Number LA 8896	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description**. Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Change Requiring Additional Right of Way or Easements** – Check the Yes box when the supplement covers a change in scope (Description of Work or Termini) that requires additional property rights than was previously expected, or when it’s determined that property rights are necessary and the project was previously submitted as no right of way required. Check No when this is the case.
9. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
10. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.

11. **Type of Work and Funding** – Complete this section in the manner described in Appendix 22.52.05.
- a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter additional amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file. **Note:** Do **NOT** enter a date on the Date Executed line.



Local Agency Federal Aid Project Prospectus

Prefix		Route	()	Date	January 25, 2021
Federal Aid Project Number	FBP-A373(001)			DUNS Number	060044641
Local Agency Project Number	CRP 914015	(WSDOT Use Only)		Federal Employer Tax ID Number	916001383
Agency Whatcom County		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Lummi Island Breakwater Replacement		Start Latitude N 48.7204 deg End Latitude N N/A		Start Longitude W 122.6810 deg End Longitude W N/A	
Project Termini From-To N/A		Nearest City Name Bellingham			Project Zip Code (+4) 98225-4042
Begin Mile Post N/A	End Mile Post N/A	Length of Project 0.00		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number 37	County Name Whatcom
WSDOT Region Northwest Region	Legislative District(s) 42		Congressional District(s) 2		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	150,000	30,000	120,000	June 2016
R/W				
Const.	2,047,063	1,162,057	885,006	April, 2021
Total	2,197,063	1,192,057	1,005,006	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width N/A	Number of Lanes N/A
----------------------	------------------------

The existing all timber breakwater located south of the vessel slip at the Lummi Island ferry terminal was constructed in the mid 1980's is reaching the end of its service life and is need of replacement.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Whatcom County proposes to replace the timber breakwater located south of the vessel slip at the Lummi Island ferry terminal with a steel pile supported structure.

Local Agency Contact Person Doug Burghart		Title Project Engineer		Phone (360)815-3791	
Mailing Address 322 N. Commercial Street, Suite 301			City Bellingham	State WA	Zip Code 98225
Project Prospectus	By <u>James P. Kaucher</u> Approving Authority				
	Title County Engineer				Date <u>1-27-2021</u>

Agency Whatcom County	Project Title Lummi Island Breakwater Replacement	Date Jan. 27, 2021
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Type of Proposed Work

Project Type (Check all that Apply)

<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R
<input checked="" type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other
<input type="checkbox"/> Bridge		

Roadway Width
N/A

Number of Lanes
N/A

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban	<input type="checkbox"/> Urban
	<input type="checkbox"/> Rural	<input type="checkbox"/> Rural
	<input type="checkbox"/> NHS	<input type="checkbox"/> NHS
	<input type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Collector	<input type="checkbox"/> Collector
	<input type="checkbox"/> Major Collector	<input type="checkbox"/> Major Collector
	<input type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Agency	Others 0 %	Agency 100 %
Construction Will Be Performed By Construction Contract	Contract 100 %	Agency %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Agency Whatcom County	Project Title Lummi Island Breakwater Replacement	Date Jan. 27, 2021
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
---	---

Utilities

☒ No utility work required
☐ All utility work will be completed prior to the start of the construction contract
☐ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required
☐ All railroad work will be completed prior to the start of the construction contract
☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

N/A

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Whactom County

Date

By _____ Mayor/Chairperson

Approved as to form:

Approved by Chris Quinn on 1/22/21 Page 3

Christopher Quinn Date
Senior Civil Deputy Prosecuting Attorney



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-094

File ID:	AB2021-094	Version:	1	Status:	Agenda Ready
File Created:	01/28/2021	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Crossroads Consulting to provide consulting and facilitation services for the COVID Employer Support Task Force, for a total amended contract amount of \$130,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Amendment, Original Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Crossroads Consulting – COVID Employer Task Force Support Contract Amendment #2
DATE: January 28, 2021

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

▪ Background and Purpose

Crossroads Consulting provides consulting and facilitation services that aid the Health Department in community planning and support of Public Health Advisory Board initiatives including the COVID Employer Support Task Force (ESTF). This contract provides funding for consulting and facilitation necessary to support the ESTF and the purpose of this amendment is to extend the contract to provide ongoing support of the campaign. Crossroads will utilize the remaining funds from their 2020 budget (\$13,215) to perform the work during the extended contract period (12/31/2020 – 03/31/2021).

▪ Funding Amount and Source

Funding for this contract may not exceed \$134,000. 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 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 2020-2021 budgets. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

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:
202007006 – 2

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Erika Lautenbach	
Contractor's / Agency Name:		Crossroads Consulting	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202007006	
Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100(A)(6) **Under Declaration of Emergency**
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 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 exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$ 134,000			
This Amendment Amount:			
\$ 0			
Total Amended Amount:			
\$ 0			
Summary of Scope: This contract provides funding for facilitation and consultation efforts of the Whatcom COVID Employer Support Task Force .			
Term of Contract:	11 Months	Expiration Date:	03/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 01/06/2021
	2. Health Budget Approval	KR/JG	Date: 01/13/2021
	3. Attorney signoff:	RB	Date: 01/11/2021
	4. AS Finance reviewed:	Bbennett	Date: 01/28/2021
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-094	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:
Crossroads Consulting
PO Box 541
Deming, WA 98244

CONTRACT PERIODS:

Original: 04/20/2020 – 10/31/2020
Amendment #1: 11/01/2020 – 12/30/2020
Amendment #2: 12/31/2020 – 03/31/2021

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

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 03/31/2021.
2. Replace Exhibit A – Scope of Work, to reflect the statement of work and deliverables expected for the extended contract period.
3. Replace Exhibit B – Compensation, to reflect the budget for the extended contract period and revised Scope of Work.
4. Funding for the extended contract period (12/31/2020 – 03/31/2021) is not to exceed \$13,215.
5. Funding for the total contract period (04/20/2020 – 03/31/2021) is not to exceed \$134,000.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 12/31/2020.

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.

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Holly O'Neil, Owner		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

CONTRACTOR INFORMATION:

Crossroads Consulting
2728 Walnut Street
Bellingham, WA 98225
360-325-6002
Holly@crossroads.pro

EXHIBIT "A" – Amendment #2 **(SCOPE OF WORK)**

I. Background and Purpose

Crossroads Consulting (Contractor) provides consulting and facilitation services that aid the Whatcom County Health Department (WCHD) in guiding Whatcom County's Public Health Advisory Board (PHAB) and its Task Forces. As per Whatcom County Resolution 2020-015, Convening a PHAB Task Force on Employer Infection Control and Social Distancing Guidance, the COVID Employer Support Task Force (ESTF) was developed by PHAB to provide tools, best practices, and guidance for bringing businesses back to work while maintaining and improving infection control and social distancing. The ESTF is comprised of 140 members, representing 18 sectors.

One outcome of the ESTF was the launching of a county-wide Safer Stronger Together campaign to increase effectiveness of health and safety messaging throughout the business and organizations of Whatcom County.

Since the campaign's launch, Crossroads has continued to serve businesses and organizations with resources including printed material distribution and weekly e-news with the latest COVID-related news. In addition, Crossroads and Elizabeth Boyle Consulting have supported businesses by developing materials alongside the Communications and Business Response Teams (BRT) so the community can respond more efficiently when employees test positive and/or have been exposed. Crossroads and Elizabeth Boyle Consulting have also supported special opportunities such as the Week of Wellness with 11 local fitness studios, created videos to support awareness of the BRT and a video collaboration of local elected officials.

II. Statement of Work

Working closely with Elizabeth Boyle Consulting and WCHD Leadership, Crossroads Consulting will be responsible for the strategic and on-the-ground coordination of a successful County-wide Safer Stronger Together Campaign, with an expansion into education and information regarding vaccinations. This campaign is led by the WCHD in collaboration with the Port's Regional Economic Partnership, Bellingham Whatcom County Tourism, and the Chambers of Commerce, to increase effectiveness of health and safety messaging in businesses and organizations throughout Whatcom County. The purpose of the campaign is to ensure that businesses have the tools they need to communicate correctly, consistently and effectively with their staff and customers.

Crossroads will provide consultation and coordination of the updated Safer Stronger Together Campaign plan in three main areas:

1. Research and Analysis:

- a. Work with WCHD to identify FAQs and difficulties that people experience when contacting the WCHD or are looking for COVID-related information on their website. Gather information from individuals and employers through interviews and meetings.
- b. Work with communications team, mitigation teams, and WCHD leadership to strategize ways to address gaps in information, inefficiencies in services, etc.

2. Marketing and Outreach:

- a. Ensure regular communication with key partners (Port, Campaign Group, WCHD Team) through meetings, phone calls, and emails to facilitate coordination and increase collaboration to support businesses and organizations in operating safely.
- b. Connect with the broader community about the campaign. From campaign ambassadors to individual businesses, we will continue to broaden our reach so more people have access to campaign resources.

- c. Connect with businesses and organizations via phone periodically throughout the campaign to better understand their experience thus far with the campaign, learn what the campaign can do to better support them, and strengthen community relationships.
 - d. Share and/or create learning opportunities for businesses and organizations. Consider hosting opportunities for FAQ sessions related to the vaccine.
- 3. Campaign Maintenance and Coordination:
 - a. Develop and maintain systems to accurately respond to requests for materials and information. Ensure database is efficiently maintained for ongoing communications.

Deliverables include:

- A. Collection of relevant data and resources related to impacts on the local business community from COVID-19.
- B. Materials that support the WCHD's response to businesses and organizations around the virus and the vaccine.
- C. Agendas and coordination for live events and videos to share information about vaccinations and other COVID prevention practices.
- D. Internal and external communication tools for the BRT and potentially other mitigation teams (e.g., informational tool kits for mitigation teams like schools/childcares to share with parents, teachers, administrators).
- E. Development and maintenance of information and resources on the Whatcom Together website.
- F. Distribution of information and resources to all parties engaged in the campaign.

EXHIBIT "B" – Amendment #2
(COMPENSATION)

I. Budget and Funding:

Funding for this extended contract period (12/31/2020 – 03/31/2021) may not exceed \$13,215 and funding for the entire contract period (04/20/2020 – 03/31/2021) may not exceed \$134,000. 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 Grant (CFDA 21.019). The budget for this contract is estimated as follows:

Administration activities include: correspondence with Task Force Members and partners, monitoring changes in guidance, editing guidance materials, researching resources, survey data analysis, managing google folders and archives, recruitment of speakers for forums and open-houses, and ensuring they are prepared to speak, editing drafts and graphics for final presentations.

Design/Facilitation activities include: Preparation of agendas for meetings, consultations with clients, meetings with client groups, development and design of presentations, facilitation of ESTF meetings, forums, open-houses, survey design.

Item	Rate	Documentation Required with Invoice	Budget
Consulting and Coordination Administrative Activities	\$75/hour	Description of services included on invoice including total hours performed and deliverables completed.	\$13,215
Consulting and Coordination Design/Facilitation Activities	\$130/hour		
Total			\$13,215

II. Invoicing:

1. The Contractor shall not submit invoices more than monthly and **final invoices for payment must be received by April 15, 2021.**
2. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
3. Payment to 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 provided under this contract if the Contractor has been or will be paid by any other source. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this Contract.

WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No. 202007006	
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:			Crossroads Consulting		
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 type="checkbox"/>	No <input checked="" type="checkbox"/>	3.08.100(A)(6)	
		If No, include WCC:		**Under Declaration of Emergency**	
Already approved? Council Approved Date:			(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		
Is this a grant agreement?		If yes, grantor agency contract number(s):		CFDA#:	21.016
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):		202006003	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>				
Is this contract the result of a RFP or Bid process?		Contract Cost Center:			
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: This contract provides services to the County required as a result of an emergency. (COVID-19 pandemic)					
<input type="checkbox"/> Professional services agreement for certified/licensed professional.					
<input type="checkbox"/> Contract work is for less than \$100,000.					
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).					
<input type="checkbox"/> Contract work is for less than 120 days.					
<input type="checkbox"/> Work related subcontract less than \$25,000.					
<input type="checkbox"/> Interlocal Agreement (between Governments).					
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.					
Contract Amount:(sum of original contract amount and any prior amendments):			Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:		
\$	134,000		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 facilitation and consultation efforts of the Whatcom COVID Employer Support Task Force.					
Term of Contract:		6 Months		Expiration Date: 10/31/2020	
Contract Routing:		1. Prepared by: JT		Date:	06/17/2020
		2. Health Budget Approval: KR		Date:	06/23/2020
		3. Attorney signoff: RB		Date:	07/07/2020
		4. AS Finance reviewed: TS & BB		Date:	07/13/20
		5. IT reviewed (if IT related):		Date:	
		6. Contractor approved: ✓		Date:	7-13-2020
		7. Submitted to Exec.: JT		Date:	07/08/2020
		8. Council approved (if necessary):		Date:	
		9. Executive signed: ✓		Date:	7-14-2020
		10. Original to Council: ✓		Date:	7-14-2020

WHATCOM COUNTY
Health Department



Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Crossroads Consulting – COVID Employer Task Force Support Contract

DATE: July 8, 2020

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

▪ **Background and Purpose**

Crossroads Consulting provides consulting and facilitation services that aid the Health Department in community planning and support of Public Health Advisory Board initiatives, including the COVID Employer Support Task Force. The purpose of this contract is to provide funding for consulting and facilitation necessary to support the COVID Employer Support Task Force.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$134,000. 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 Act (CARES Act), and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016). These funds are included in the 2020 budget. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a County emergency.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

509 Girard Street
Bellingham, WA 98225-4005
360.778.6000 | FAX 360.778.6001
 WhatcomCountyHealth
 WhatcomCoHealth



Whatcom County
HEALTH
Department

1500 North State Street
Bellingham, WA 98225-4551
360.778.6100 | FAX 360.778.6101
www.whatcomcounty.us/health

Whatcom County Contract No.
202007006

CONTRACT FOR SERVICES
Between Whatcom County and Crossroads Consulting

Crossroads Consulting, 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 8,
Exhibit A (Scope of Work), p. 9 to 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 20th day of April, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of October, 2020.

The general purpose or objective of this Agreement is to **provide consulting and facilitation services to the Whatcom COVID Employer Support Task Force**, 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 \$134,000. 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 13th day of July, 2020.

CONTRACTOR:

Crossroads Consulting
PO Box 541
Deming, WA 98244

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.

DocuSigned by:
 7/13/2020
39A5510368594FF
Holly O'Neil, Owner

WHATCOM COUNTY:

Recommended for Approval:

DocuSigned by:
Erika Lautenbach 7/13/2020
955C651A30374BD
Erika Lautenbach, Director Date

Approved as to form:

DocuSigned by:
Royce Buckingham 7/13/2020
1E6DD8D9542404
Royce Buckingham, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by:
Satpal Sidhu 7/14/2020
7373A1E2A59A4ED
By: Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Crossroads Consulting
Holly O'Neil, Owner
PO Box 541
Deming, WA 98244
holly@crossroads.pro

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
Erika Lautenbach, Director
509 Girard Street
Bellingham, WA 98225
(360) 778-6005
ELautenb@co.whatcom.wa.us

To: Crossroads Consulting
Holly O'Neil, Owner
PO Box 541
Deming, WA 98244
(360) 303-3217
holly@crossroads.pro

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:

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

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

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

38.3 E-Verify:

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

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes**40.1 Modifications:**

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:**a. General:**

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

b. **Notice of Potential Claims:**

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

c. **Detailed Claim:**

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

d. **Arbitration:**

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

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

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

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

43.1 **Venue and Choice of Law:**

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

44.1 **Survival:**

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

45.1 **Entire Agreement:**

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

EXHIBIT "A"

(SCOPE OF WORK)

I. Background and Purpose

Crossroads Consulting (Contractor) provides consulting and facilitation services that aid the Whatcom County Health Department (WCHD) in guiding Whatcom County's Public Health Advisory Board (PHAB) and its Task Forces. As per Whatcom County Resolution 2020-015, Convening a PHAB Task Force on Employer Infection Control and Social Distancing Guidance, the COVID Employer Support Task Force (ESTF) was developed by PHAB to provide tools, best practices, and guidance for bringing businesses back to work while maintaining and improving infection control and social distancing. The ESTF is comprised of 140 members, representing 18 sectors.

II. Statement of Work

Crossroads Consulting will provide coordination, research, technical assistance, administration and facilitation services, to ensure the ESTF is successful in achieving their goals and that the WCHD has the systems in place to support the achievement of those goals over time. Working closely with the PHAB and WCHD Leadership, Crossroads Consulting will:

- A. Outcome #1: Business and organization leaders will be able to conduct outreach and gather input from their own professional networks across Whatcom County to understand where challenges exist around implementing State and CDC guidance, and provide peer-to-peer support to help businesses and organizations to navigate those challenges.

Activities:

1. Provide training, technical support, and materials to ESTF members so they can gather information and serve as a resource to their peers.
2. Identify the formal and informal networking systems used by businesses and organizations, that will enable accurate, and essential COVID response information to be quickly shared by businesses within and across sectors.
3. Host and facilitate peer-to-peer meetings, cross sector meetings, forums, and "open-houses" for business and organizational peers to share best practices.

- B. Outcome #2: Whatcom County businesses and organizations will more easily find the reliable guidance and information they need to open and operate safely and respond to changes over time that may affect them.

Activities:

1. Provide organizational development support for the WCHD, so that internal capacity can be leveraged and expanded.
2. Increase efficiencies in system design, so that the WCHD will be able to provide the accurate and timely information that businesses and organizations need.
3. Assist the WCHD in developing a plan for maintaining a high level of customer service, in response to growing demands for technical assistance.
4. Design and implement a system for the WCHD staff to coordinate with business and organizational leaders to share and highlight best practices.
5. Develop Guidance Sheets and FAQs to meet the frequent requests of businesses and organizations for simple, clear, up-to-date, and reliable guidance from the WCHD, as the local health authority.

6. Increase public awareness of the Health Department and Whatcom Unified Command as go-to sources for information.
- C. Outcome #3: Through a community-wide "Safer Stronger Together" Campaign, best practices for maintaining health and safety during the phases of the pandemic will be successfully disseminated and adopted by businesses and organizations throughout Whatcom County.

Activities:

1. Facilitate meetings of partners: WCHD, Port of Bellingham's Regional Economic Partnership, Bellingham Whatcom County Tourism, downtown business associations, and the Chambers of Commerce.
2. Ensure that partners are able to successfully design and implement a campaign plan; provide technical assistance in implementing the plan.
3. Provide the 140 Task Force members with materials and strategies to help advance the Safer Stronger Together Campaign within their own networks.
4. Work with key stakeholders and community leaders to build common understanding of best practices, and how to adapt and evolve over time.
5. Provide public recognition for businesses and organizations who are leading the way.

Deliverables include:

- A. Training materials, communication materials, survey tools, guidance sheets, FAQs, and other materials for ESTF members and their networks.
- B. System design tools for businesses and organizations to more easily access the information they need from the WCHD and share information with their peers.
- C. Campaign plan and measures of success, reported regularly and publicly.
- D. Updates and presentations to PHAB and the Whatcom County Health Board.

EXHIBIT "B"
(COMPENSATION)

I. Budget and Funding:

Funding for this contract may not exceed \$134,000. Funds under the contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is estimated as follows:

Administration activities include: correspondence with Task Force Members and partners, monitoring changes in guidance, editing guidance materials, researching resources, survey data analysis, managing google folders and archives, recruitment of speakers for forums and open-houses, and ensuring they are prepared to speak, editing drafts and graphics for final presentations.

Design/Facilitation activities include: Preparation of agendas for meetings, consultations with clients, meetings with client groups, development and design of presentations, facilitation of ESTF meetings, forums, open-houses, survey design.

Outcome	Design and Facilitation - \$130/hour	Administration - \$75/hour	Documentation required with invoice	Budget
Outcome #1	\$42,000 – 323 hours	\$25,000 – 333 hours	Activity type and description of services included on invoice, including total hours performed and deliverables completed.	\$67,000
Outcome #2	\$18,500 – 142 hours	\$15,000 – 200 hours		\$33,500
Outcome #3	\$23,500 – 181 hours	\$10,000 – 133 hours		\$33,500
Subtotal	\$84,000	\$50,000		\$134,000
TOTAL				\$134,000

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

II. Invoicing:

1. The Contractor shall **submit a final invoice for payment no later than November 4, 2020** but shall not submit more than monthly.
2. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
3. Payment to 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 provided under this contract if the Contractor has been or will be paid by any other source. 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: AB2021-095

File ID:	AB2021-095	Version:	1	Status:	Agenda Ready
File Created:	01/28/2021	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Elizabeth Boyle Consulting to provide strategic coordination of the COVID Safer Stronger Together Campaign, in the amount of \$25,000 for a total amended contract amount of \$45,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Amendment, Original Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Elizabeth Boyle Consulting – Safer Stronger Together Campaign
Coordination Contract Amendment #2
DATE: January 28, 2021

Attached is a contract amendment between Whatcom County and Elizabeth Boyle Consulting for your review and signature.

▪ **Background and Purpose**

The Safer Stronger Together Campaign was launched and developed by the COVID Employer Support Task Force to increase the effectiveness of health and safety messaging throughout the business community of Whatcom County. Elizabeth Boyle Consulting provides strategic coordination of the Safer Stronger Together Campaign to ensure businesses have regular communication, connection to resources and materials, and tools necessary to communicate correctly, consistently, and effectively with their staff and customers. The purpose of this amendment is to extend the contract through 03/31/2021 to provide ongoing support of the campaign and increase the budget for the extended contract period.

▪ **Funding Amount and Source**

Funding for this extended contract period (12/31/2020 – 03/31/2021) may not exceed \$20,000 and funding for the entire contract period (06/01/2020 – 03/31/2021) may not exceed \$45,000. Funds under this contract are made available by grants 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 2020-2021 budgets. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

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:
202010010 – 2

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Erika Lautenbach	
Contractor's / Agency Name:		Elizabeth Boyle Consulting	
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 #:	202010010	
Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100(A)(6) **Under Declaration of Emergency**
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 checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments).			
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:	
\$ 25,000		1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount:			
\$ 20,000			
Total Amended Amount:			
\$ 45,000			
Summary of Scope: This contract provides funding for strategic coordination of the Safer Stronger Together Campaign.			
Term of Contract:	10 Months	Expiration Date:	03/31/21
Contract Routing:	1. Prepared by:	JT	Date: 01/06/2021
	2. Health Budget Approval	KR/JG	Date: 01/13/2021
	3. Attorney signoff:	RB	Date: 01/11/2021
	4. AS Finance reviewed:	BBennett	Date: 01/28/2021
	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:

Elizabeth Boyle Consulting
3221 Maryland Place
Bellingham, WA 98226

CONTRACT PERIODS:

Original: 09/01/2020 – 11/30/2020
Amendment #1: 06/01/2020 – 12/30/2020
Amendment #2: 12/31/2020 – 03/31/2021

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

DESCRIPTION OF AMENDMENT:

1. Extend the contract through 03/31/2021.
2. Replace Exhibit A, Scope of Work to update the statement of work and deliverables expected for the extended contract period.
3. Replace Exhibit B – Compensation, to reflect the budget for the extended contract period and revised Scope of Work.
4. Funding for the extended contract period (12/31/2020 – 03/31/2021) is not to exceed \$20,000.
5. Funding for the total contract period (06/01/2020 – 03/31/2021) is not to exceed \$45,000.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 12/31/2020.

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.

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Elizabeth Boyle, Owner		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

CONTRACTOR INFORMATION:

Elizabeth Boyle Consulting
3221 Maryland Place
Bellingham, WA 98226
360-201-4762
Elizabeth@elizabethboyleconsulting.com

EXHIBIT "A" – Amendment #2
(SCOPE OF WORK)

I. Background and Purpose

The Whatcom County Public Health Advisory Board (PHAB) launched a COVID Employer Support Task Force (ESTF) in May of 2020 to provide tools, best practices, and guidance for bringing businesses back to work while maintaining and improving infection control and social distancing. The ESTF was comprised of 140 members, representing 18 sectors.

One outcome of the ESTF was the launch of a county-wide 'Safer Stronger Together' Campaign to increase the effectiveness of health and safety messaging throughout the business community of Whatcom County.

Since the campaign's launch, the team has continued to serve businesses and organizations with resources including printed material distribution and weekly e-news with the latest COVID-related news. In addition, Elizabeth Boyle Consulting and Crossroads Consulting have supported businesses by developing materials alongside the Communications and Business Response Teams (BRT) so the community can respond more efficiently when employees test positive and/or have been exposed. Elizabeth Boyle Consulting and Crossroads Consulting have also supported special opportunities such as the Week of Wellness of 11 local fitness studios, created videos to support awareness of the BRT and a video collaboration of local elected officials.

Elizabeth Boyle Consulting's experience, background in marketing, and understanding of the Whatcom County business landscape are the unique qualities necessary to perform the work described below, build trust in the business community and create momentum for the success of the Safer Stronger Together Campaign.

II. Statement of Work

Working closely with Elizabeth Boyle Consulting and WCHD Leadership, Crossroads Consulting will be responsible for the strategic and on-the-ground coordination of a successful County-wide Safer Stronger Together Campaign, with an expansion into education and information regarding vaccinations. This campaign is led by the WCHD in collaboration with the Port's Regional Economic Partnership, Bellingham Whatcom County Tourism, and the Chambers of Commerce, to increase effectiveness of health and safety messaging in businesses and organizations throughout Whatcom County. The purpose of this campaign is to ensure that businesses have the tools they need to communicate correctly, consistently and effectively with their staff and customers.

Elizabeth Boyle Consulting will provide consultation and coordination of the updated Safer Stronger Together Campaign plan in three main areas:

1. Research and Analysis:

- a. Work with WCHD to identify FAQs and difficulties that people experience when contacting the WCHD or are looking for COVID-related information on their website. Gather information from individuals and employers from individuals and employers through interviews and meetings.

2. Marketing and Outreach:

- a. Ensure regular communication with key partners (Port, Campaign Group, WCHD Team) through meetings, phone calls, and emails to facilitate coordination and increase collaboration to support businesses and organizations in operating safely.
- b. Connect with the broader community about the campaign. From campaign ambassadors to individual businesses, we will continue to broaden our reach so more people have access to campaign resources.

- c. Connect with businesses and organizations via phone periodically throughout the campaign to better understand their experience thus far with the campaign, learn what the campaign can do to better support them, and strengthen community relationships.
 - d. Share and/or create learning opportunities for businesses and organizations. Consider hosting opportunities for FAQ sessions related to the vaccine.
- 3. Campaign Maintenance & Coordination:
 - a. Develop and maintain systems to accurately respond to requests for materials and information. Ensure database is efficiently maintained for ongoing communications.

Deliverables include:

- A. Collection of relevant data and resources related to impacts on the local business community from COVID-19.
- B. Materials that support the WCHD's response to businesses and organizations around the virus and the vaccine.
- C. Agendas and coordination for live events and videos to share information about vaccinations and other COVID prevention practices.
- D. Internal and external communication tools for the BRT and potentially other mitigation teams (e.g., informational tool kits for mitigation teams like schools/childcares to share with parents, teachers, administrators).
- E. Development and maintenance of information and resources on the Whatcom Together website.
- F. Distribution of information and resources to all parties engaged in the campaign.

EXHIBIT "B" – Amendment #2
(COMPENSATION)

I. Budget and Funding:

Funding for this extended contract period (12/31/2020 – 03/31/2021) may not exceed \$20,000. 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 Grant (CFDA 21.019). The budget for this contract is estimated as follows:

Item	Documentation Required with Invoice	Budget
Consulting and Coordination @ \$125/hour	Description of services included on invoice including total hours performed and deliverables completed.	\$19,000
Campaign materials (including mailing supplies) and mileage for delivery of materials	Paid Invoices or receipts. Mileage to include date of travel, starting point and destination of travel, number of miles traveled, the federal reimbursement rate (per www.gsa.gov) and a brief description of the purpose of travel.	\$1,000
Total		\$20,000

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

II. Invoicing:

1. The Contractor shall not submit invoices more than monthly and **final invoices for payment must be received by April 15, 2021.**
2. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
3. Payment to 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 provided under this contract if the Contractor has been or will be paid by any other source. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this Contract.

WHATCOM COUNTY
Health Department



Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Elizabeth Boyle Consulting –Safer Stronger Together Campaign Coordination Contract
DATE: October 13, 2020

Attached is a contract between Whatcom County and Elizabeth Boyle Consulting for your review and signature.

▪ **Background and Purpose**

The Safer Stronger Together Campaign was launched and developed by the COVID Employer Support Task Force to increase the effectiveness of health and safety messaging throughout the business community of Whatcom County. Elizabeth Boyle Consulting will provide strategic coordination of the Safer Stronger Together Campaign to ensure businesses have regular communication, connection to resources and materials, and tools necessary to communicate correctly, consistently, and effectively with their staff and customers.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$25,000. Funds under this contract are made available by grants 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 (CFDA 21.019). These funds are included in the 2020 budget. Council approval is not required as funding does not exceed \$40,000.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

509 Girard Street
Bellingham, WA 98225-4005
360.778.6000 | FAX 360.778.6001
 WhatcomCountyHealth
 WhatcomCoHealth



Whatcom County
HEALTH
Department

1500 North State Street
Bellingham, WA 98225-4551
360.778.6100 | FAX 360.778.6101
www.whatcomcounty.us/health

WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. 202010010	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Erika Lautenbach	
Contractor's / Agency Name:		Elizabeth Boyle Consulting	
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 type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		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:		134100
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: This contract provides services to the County required as a result of an emergency. (COVID-19 pandemic)			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$ 25,000			
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This contract provides funding for strategic coordination of the Safer Stronger Together Campaign.			
Term of Contract:	3 Months	Expiration Date:	11/30/2020
Contract Routing:	1. Prepared by:	JT	Date: 09/14/2020
	2. Health Budget Approval:	KR	Date: 10/01/2020
	3. Attorney signoff:	RB	Date: 09/17/2020
	4. AS Finance reviewed:	bbennett	Date: 10/12/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		Date:
	7. Submitted to Exec.:	JT	Date: 10/13/2020
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract No.
202010010

CONTRACT FOR SERVICES
Between Whatcom County and Elizabeth Boyle Consulting

Elizabeth Boyle Consulting, 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), pp. 10 to 11,
Exhibit B (Compensation), p. 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 1st day of September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of November, 2020.

The general purpose or objective of this Agreement is to **provide strategic coordination to the Safer Stronger Together Campaign**, 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 \$25,000. 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 13th day of October, 2020.

CONTRACTOR:

Elizabeth Boyle Consulting

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.

DocuSigned by:
 10/14/2020
FADB99BE85F8437
Elizabeth Boyle, Owner

WHATCOM COUNTY:
Recommended for Approval:

DocuSigned by:
Erika Lautenbach 10/13/2020
955C651A30374BD...
Erika Lautenbach, Director Date

Approved as to form:

DocuSigned by:
Royce Buckingham 10/13/2020
1EE5DDBD9542404...
Royce Buckingham, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by:
Satpal Sidhu 10/14/2020
7373A1E2A59A4ED...
By: Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Elizabeth Boyle Consulting
3221 Maryland Place
Bellingham, WA 98226
(360) 201-4762
Elizabeth@elizabethboyleconsulting.com

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

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. The 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: Whatcom County Health Department
Erika Lautenbach, Director
509 Girard Street
Bellingham, WA 98225
(360) 778-6005
ELautenb@co.whatcom.wa.us

To: Elizabeth Boyle Consulting
Elizabeth Boyle, Owner
3221 Maryland Place
Bellingham, WA 98226
(360) 201-4762
Elizabeth@elizabethboyleconsulting.com

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:

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland

Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

I. Background and Purpose

The Whatcom County Public Health Advisory Board (PHAB) launched a COVID Employer Support Task Force (ESTF) in May of 2020 to provide tools, best practices, and guidance for bringing businesses back to work while maintaining and improving infection control and social distancing. The ESTF was comprised of 140 members, representing 18 sectors.

One outcome of the ESTF was the launch of a county-wide 'Safer Stronger Together' Campaign to increase the effectiveness of health and safety messaging throughout the business community of Whatcom County. The Safer Stronger Together Campaign was launched in July, and the overall objective of the campaign is to work with partners to continue to expand and promote the campaign throughout Whatcom County, and maximize the impacts of this educational messaging to promote health and safety.

Elizabeth Boyle Consulting's experience, background in marketing, and understanding of the Whatcom County business landscape are the unique qualities necessary to perform the work described below, build trust in the business community and create momentum for the success of the Safer Stronger Together Campaign.

II. Statement of Work

This campaign is led by the WCHD in collaboration with the Port's Regional Economic Partnership, Bellingham Whatcom County Tourism, and the Chambers of Commerce, to increase effectiveness of health and safety messaging in businesses and organizations throughout Whatcom County. The purpose of the campaign is to ensure that businesses have the tools they need to communicate correctly, consistently and effectively with their staff and customers. Working closely with Crossroads Consulting, Shew Design, and Whatcom County Health Department (WCHD) leadership, Elizabeth Boyle Consulting will be responsible for the strategic and on-the-ground coordination of a successful County-wide Safer Stronger Together Campaign.

The Contractor will provide consultation and coordination in three main areas:

1. Research and analysis:
 - a. Gather and review relevant information, plans, messages, and materials from key partners (Port, Campaign Group, WCHD Team);
2. Marketing and Outreach:
 - a. Provide outreach to businesses, organizations and partners via phone or virtually throughout the campaign to broaden the campaign's reach and better understand their experience thus far with the campaign, identify ways the campaign can better support them, and strengthen community relationships.
 - b. Ensure regular communication with key partners through meetings, phone calls, and emails to enable them to carry campaign messages, and support businesses and organizations in operating safely through the next 6 – 9 months
 - c. Share and/or create group learning opportunities for businesses and organizations;
 - d. Develop engaging and informative content for mass distribution of campaign resources to key partners, businesses, and organizations.
3. Campaign Maintenance & Coordination:
 - a. Coordinate with key partners to determine priority resource needs.
 - b. Maintain systems that accurately and efficiently respond to all interested parties in materials;

- c. Maintain database of participating businesses, agencies, and individuals for ongoing communications;
- d. Maintain resources and current information for all campaign materials and platforms.

Deliverables include:

- A. Collection of relevant data related to impacts on the local business community from COVID-19.
- B. Summaries of meetings with key partners and business partners and distribution of relevant resources to businesses and organizations.
- C. Outreach to businesses and organizations who have not engaged in the campaign.
- D. Coordination of forums or other group learning opportunities for all parties engaged in the campaign.
- E. Development of information and outreach materials for email and social media platforms.
- F. Distribution of information and resources to all parties engaged in the campaign.
- G. Development and maintenance of information and resources on the Whatcom Together website.

EXHIBIT "B"
(COMPENSATION)

I. Budget and Funding:

Funding for this contract may not exceed \$25,000. Funds under the contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA #21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (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 estimated as follows:

Item	Documentation Required with Invoice	Budget
Consulting and Coordination @ \$125/hour	Description of services included on invoice including total hours performed and deliverables completed.	\$22,500
Materials including postage and envelopes for campaign packets	Invoices or receipts	\$2,500
Total		\$25,000

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

II. Invoicing:

1. The Contractor shall not submit invoices more than monthly and as follows:
 - A. For expenses incurred during the months of September and October, **final invoices for payment must be submitted no later than November 4, 2020.**
 - B. For expenses incurred during the month of November, **the final invoice for payment must be submitted no later than December 15, 2020.**
2. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
3. Payment to 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 provided under this contract if the Contractor has been or will be paid by any other source. 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: AB2021-066

File ID:	AB2021-066	Version:	1	Status:	Agenda Ready
File Created:	01/15/2021	Entered by:	SHenthor@co.whatcom.wa.us		
Department:	Auditor's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and US Imaging, Inc. to extend the original contract from 12/31/2020 to 12/31/2021 (original contract amount was \$128,000 previously approved by Council)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This amendment only extends the terms of the original contract from 12/31/2020 to 12/31/2021 due to Covid-19 related issues.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Contract

**Whatcom County
Auditor's Office**

Whatcom County Courthouse
311 Grand Avenue, Suite 103
Bellingham, WA 98225-4038



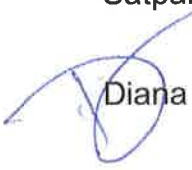
Diana Bradrick
County Auditor

Stacy Henthorn
Chief Deputy Auditor

MEMORANDUM

Date: December 31, 2020

To: Satpal Sidhu, County Executive

From:  Diana Bradrick

RE: Contract Amendment No.1 for Digital Image Enhancement Services

Enclosed is Amendment No. 1 for Contract 201909002 between Whatcom County and US Imaging, Inc.

▪ **Background and Purpose**

The Auditor's office has been expanding the number of digital images available to the public through our *Online Document Search*. The completion of this digital image enhancement project will provide the County with quality digital images back to 1853. These images will be added to the recording system and eventually be available to staff and the public for viewing and research.

▪ **Funding Amount and Source**

The total amount of the contract did not change and the project was funded through the Auditor O&M Fund. \$63,852 from the original contract amount of \$128,000 is still to be paid to US Imaging upon completion of the project.

▪ **Differences from Previous Contract**

This amendment extends the terms of the original contract from 12/31/2020 to 12/31/2021 and is due to Covid-19 related issues.

Please contact Stacy Henthorn at extension 5130 if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Auditor
Division/Program: (i.e. Dept. Division and Program)	Recording
Contract or Grant Administrator:	Stacy Henthorn
Contractor's / Agency Name:	US Imaging, 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 #: 201909002	
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): 19-38 Contract Cost Center: 16600	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <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): \$ 128,000.00 This Amendment Amount: \$ 0 Total Amended Amount: \$ 128,000.00	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
The terms of the original contract are being extended due to Covid-19 related issues. US Imaging is providing the Auditor's office with electronic images of historical documents back to 1853.	
Term of Contract: 12 months Expiration Date: 12/31/2021	

Contract Routing:	1. Prepared by: Stacy Henthorn	Date: 12/31/2020
	2. Attorney signoff: Royce Buckingham approved by email	Date: 1/5/2021
	3. AS Finance reviewed: M Caldwell	Date: 1/19/2021
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed: Alicia Floyd	Date: 1/21/2021
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

Amendment No. 1
Whatcom County Contract No. 201909002
CONTRACT BETWEEN WHATCOM COUNTY AND
US Imaging, Inc.

THIS AMENDMENT is to the Contract between Whatcom County and US Imaging, Inc., dated September 11, 2019 and designated "Whatcom County Contract No. 201909002". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through December 31, 2021, and increases the maximum consideration by \$ 0 to a total consideration of \$ 128,000.00.

Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect: December 31, 2020 regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and US Imaging, Inc. have executed this Amendment on the date and year below written.

DATED this 21 day of January, 20 21.

CONTRACTOR:

US Imaging, Inc.

Alicia Floyd

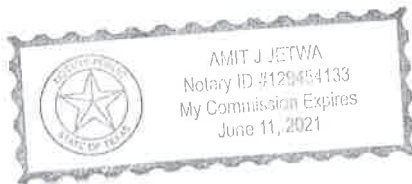
Alicia Floyd, National Contract Specialist

STATE OF TEXAS

)
) ss.
)

COUNTY OF WILLIAMSON

On this 21st day of January, 2021, before me personally appeared Alicia Floyd to me known to be the National Contract Specialist of US Imaging, Inc. 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 Texas,

Amit J. Jetwa printed name,
residing at Round Rock
My commission expires 06/11/2021

WHATCOM COUNTY:

Recommended for Approval:

Diana Bradrick 1/22/21
Diana Bradrick, County Auditor Date

Approved as to form:

Royce Buckingham approved by email 1/5/2021
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

NOTARY PUBLIC in and for the State of Washington,
_____, printed name.
residing at _____. My commission
expires _____.

CONTRACTOR INFORMATION:

US Imaging, Inc
400 S. Franklin St.
Saginaw, MI 48607

Contact Name: Eric Nejedly
Contact Phone: 303-319-9457
Contact Email: Enejedly@us-imaging.com



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-076

File ID:	AB2021-076	Version:	1	Status:	Agenda Ready
File Created:	01/25/2021	Entered by:	DEbergso@co.whatcom.wa.us		
Department:	Facilities Management Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Status Electrical Corporation for the purpose of Security Electronics and DVMS System Support & Maintenance Agreement

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Amendment #1 for the agreement between Whatcom County and Status Electrical Corporation for the purpose of Security Electronics and DVMS System Support & Maintenance Agreement for the Whatcom County Main Jail, Jail Work Center, Juvenile Facilities and Facilities Management, 311 Grand Avenue, Public Safety Building, 2030 Division Street, and 3720 Williamson Way in Bellingham, Whatcom County, WA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Contract Information Sheet, Proposed Amendment, Original Contract

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
3720 Williamson Way
Bellingham, WA 98226-9156
Phone: (360) 778-5360
Fax: (360) 778-5361
Facilities@co.whatcom.wa.us

ROB NEY
Project & Operations Manager

MEMORANDUM

TO: Satpal Singh Sidhu, County Executive

FROM: Rob Ney, Project & Operations Manager

RE: Contract Amendment #1 – Security Electronics and DVMS System Support & Maintenance Agreement

DATE: January 20, 2021

Enclosed for your review and signature the original of Amendment #1 for the Agreement between Whatcom County and Status Electrical Corporation for the purpose of Security Electronics and DVMS System Support & Maintenance Agreement for the Whatcom County Main Jail; Jail Work Center, Juvenile Facilities and Facilities Management; 311 Grand Avenue, Public Safety Building, 2030 Division Street and 3720 Williamson Way; Bellingham, Whatcom County, WA.

▪ **Background and Purpose**

This contract amendment #1 is to provide Technical support, On-site maintenance and phone support for the Security Electronics and DVMS for the Juvenile Detention Facility, Main Jail, Jail Work Center and Facilities Management for 2021.

The Jail, Jail Work center and Juvenile detention facilities include the Intercom systems, PLC's and PC for Door and Lock controls, Plus the Genetec Camera systems that are interfaced with the main Security Controls that include Servers, Network switches, KVM and audio servers.

The Facilities CCTV Security system includes all Cameras, Servers, Work Stations, Network Switches and Network Support, Plus support for the Genetec Camera system software.

- **Funding Amount and Source**

This project is approved by three regular budgets. The Main Jail and Jail Work Center will be funded from the Jail Fund. Juvenile Detention and Facilities Management will be funded by the Facilities Budget.

Funding needed for this contract amendment is \$37,858.57, including tax for a new contract total of \$81,173.10.

- **Differences from Previous Contract**

This renewal is for the ongoing agreement to provide support for the Security Electronics. Credits are issued for 2020 due to COVID-19 prohibiting travel between Canada & the US.

Please contact Rob Ney at extension 5365, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
201911040-1

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Facilities Management 505020
Contract or Grant Administrator:	Rob Ney
Contractor's / Agency Name:	Status Electrical Automation Systems
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 #: 201911040	
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): RFP/Q 19-75 Contract Cost Center: Various	
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 checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 43,314.53 This Amendment Amount: \$ 37,858.57 Total Amended Amount: \$ 81,173.10	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
This contract amendment is for the service agreement between Whatcom County and Status Electrical Corporation is for the Security Electronics and DVMS System Support and Maintenance in the Main Jail, Jail Work Center, Juvenile and Facilities Management.	
Term of Contract:	Expiration Date: 12/31/2021

Contract Routing:	1. Prepared by: Dee Ebergson	Date: 1/20/21
	2. Attorney signoff: <u>Approved bwl/email</u>	Date: <u>1-25-21</u>
	3. AS Finance reviewed: M Caldwell	Date: 1/25/21
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

**CONTRACT AMENDMENT #1
Security Electronics and DVMA System Support
& Maintenance Agreement**

This AMENDMENT is to the Contract made between Whatcom County and Status Electrical Corporation dated November 18, 2019 and designated "Whatcom County Contract No. 201911040." In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the expiration date to December 31, 2021 as per the original contract "General Conditions, Section 10.2 Extension"

The amount of this amendment is \$37,858.57 for a new contract total of \$81,173.10 including applicable Washington State Sales Tax as per attached Exhibit "B"; Compensation.

Unless specifically amended by this agreement all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect December 31, 2020 regardless of the signature date.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20 ____.

CONTRACTOR:

Status Electrical Corporation

Address:

PO Box 69 Ste A
2669 Deacon Street
Abbotsford BC V2T 6Z4

Mailing Address:

PO Box 69 Ste A
2669 Deacon Street
Abbotsford BC V2T 6Z4

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.

David Kovacs, Division Manager

WHATCOM COUNTY:
Approved as to form:

Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

By: _____

Satpal Singh Sidhu, County Executive

CONTRACTOR INFORMATION:

Status Electrical Corporation

Address:

PO Box 69 Ste A
2669 Deacon Street
Abbotsford BC V2T 6Z4

Mailing Address:

PO Box 69 Ste A
2669 Deacon Street
Abbotsford BC V2T 6Z4

Contact Name:

David Kovacs, Division Manager

Contact Phone:

(604) 859-1892

Contact Email:

dkovacs@statusautomation.com

EXHIBIT "B"
(COMPENSATION)

The maximum consideration for this amendment shall not exceed an increase of thirty seven thousand eight hundred fifty eight dollars and fifty-seven cents (\$37,858.57) including applicable Washington State Sales Tax. The adjusted contract total shall not exceed \$81,173.10 including WSST.

The Contract Number, set forth, shall be included on all billings or correspondence in connection therewith.

Invoices detailing and services must be submitted to:
Whatcom County Facilities Management Office
3720 Williamson Way
Bellingham WA 98225

Whatcom County Jail			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$5,997.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,999.00
		Credit 2020	-\$1,960.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	Phone Support		
	HMI System and off site backups for recovery		
		1 year SSE SMA Cost:	\$2,550.00
DVMS Storage Array2 (2)			
	1 year Array Extended Warranty Gold Support	Gold Support:	
	Unit 1 – 3U 53TB May 2018 SN: SC0531AJ33-18		\$1,077.00
	Unit 2 – 3U 53TB May 2018 SN: SC0531AJ32-18		\$1,077.00
DVMS Software SMA			
	Updates and service packs 1x during the year if necessary		
	Genetec Tech support phone line		
	Status Phone support		
	DVMS System off site backups for recovery		
	1 year Genetec SMA – Jan – Dec 31	Genetec SMA:	\$6,500.00
		Subtotal Main Jail	\$17,240.00

Whatcom County Work Release Center			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 2 hours support per month, 1 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$2,200.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,346.00
		2020 Credit	-1,320.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	HMI System off site backups for recovery		
		1 year SSE SMA Cost:	\$1,020.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support	Gold Support:	\$1,440.00
	Unit 1 – 3U 53TB May 2018 SN: SC0531ZJ31-18		
DVMS Software SMA			
	Updates and service packs 1x during the year		
	Genetec Tech support phone line		
	Status Phone support		
	DVMS System off site backups for recovery		
	1 year Genetec SMA – Jan – Dec 31		\$2,825.00
		Subtotal Work Release	\$7,511.00

Whatcom County Juvenile			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$2,695.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,100.00
		2020 Credit	-\$1,080.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	Phone Support		
	HMI System off site backups for recovery		
		1 year SSE SMA Cost:	\$2,200.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (Jun – Dec 2021)	Gold Support:	\$815.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
	1 year Genetec SMA – Jan – Dec 31	Genetec SMA:	\$1,900.00
		Subtotal Juvenile	\$7,630.00

Whatcom County Main Jail Subtotal	\$17,240.00
Whatcom County Work Release Center Subtotal	\$ 7,511.00
Whatcom County Juvenile Subtotal	\$ 7,630.00
TOTAL OF AGREEMENT	\$32,381.00

Whatcom County Facilities Management		
Tech Support:		
All systems 5/8 online/phone support – On call stand by		
Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
	Basic Support:	\$1,260.00
On site diagnostic review		
Performed 1x yearly		
	On site review:	\$275.00
	Credit from 2020	-\$250.00
DVMS Storage Array		
1 year Array Extended Warranty Gold Support		
13 x 6TB Jovian SN SC0201ZJ3-18		
	Gold Support:	\$1,227.00
DVMS Software SMA		
Provides for updates and service packs during the year		
Genetec Tech support phone line		
Installation of SP's if deemed necessary		
Status Phone support		
Genetec SMA prepaid to 2022		
	1 year SSE SMA Cost:	\$0.00
	Subtotal Facilities Mgmt	\$2,452.00

Whatcom County Main Jail Subtotal	\$17,240.00
Whatcom County Work Release Center Subtotal	\$ 7,511.00
Whatcom County Juvenile Subtotal	\$ 7,630.00
Whatcom County Facilities Management Subtotal	\$ 2,452.00
TOTAL OF AGREEMENT	\$36,833.00 not including applicable tax

Variable Costs:

Additional On Site Support
Provide onsite support as requested by client \$150.00/hr.
Overtime rates outside normal working hours apply at 1.5 base rate.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201911040

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Facilities Management 505020
Contract or Grant Administrator:	Rob Ney
Contractor's / Agency Name:	Status Electrical Automation Systems
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): <u>RFP/Q 19-75</u> Contract Cost Center: <u>Various</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 checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>43,314.53</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>43,314.53</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
This contract service agreement between Whatcom County and Status Electrical Corporation is for the Security Electronics and DVMS System Support and Maintenance in the Main Jail, Jail Work Center, Juvenile and Facilities Management.	
Term of Contract:	Expiration Date: 12/31/2020

Contract Routing:	1. Prepared by: <u>Dee Ebergson</u>	Date: <u>11/16/19</u>
	2. Attorney signoff: <u>[Signature]</u>	Date: <u>11/19/19</u>
	3. AS Finance reviewed: <u>[Signature]</u>	Date: <u>11/20/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: <u>11-18-19</u>
	6. Submitted to Exec.: _____	Date: <u>11-27-19</u>
	7. Council approved (if necessary): _____	Date: <u>12-3-19</u>
	8. Executive signed: _____	Date: <u>12-4-19</u>
	9. Original to Council: _____	Date: <u>12-10-19</u>

COUNTY ORIGINAL

Whatcom County Contract No.

201911040

CONTRACT FOR SERVICES AGREEMENT
Security Electronics and DVMS System Support
& Maintenance Agreement

Status Electrical Corporation, 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 - 15,
Exhibit B (Compensation), pp. 16 - 19,
Exhibit C (Proposal), pp. 20 - 32.

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 ten days following the issuance of Notice to Proceed, and subject to authorized adjustments, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is for the: Security Electronics Support and Maintenance Proposals for the Whatcom County Main Jail, Work Release Center, Juvenile and Facilities Management as more fully and definitively described in attached Exhibits. The language of Exhibit C controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement shall not exceed \$43,314.53. **The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.**


The Contractor agrees to keep records of all financial matters pertaining to this agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the County or the Washington State Auditor's Office for audit, at such reasonable times and places as the County shall designate.

Whatcom County's contract administrator for this agreement is the Administrative Services - Facilities Project & Operations Manager, 3720 Williamson Way, Bellingham WA 98226. All work will be scheduled through the Administrative Services Facilities Manager or his/her designee.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 18 day of Nov, 2019.

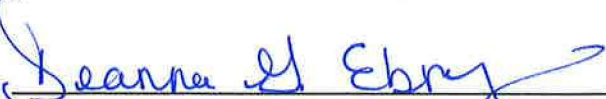
CONTRACTOR:


David Kovacs, Division Manager

PROVENCE OF British Columbia
CITY OF Langley) ss.

On this 18 day of NOV, 2019, before me personally appeared to me David Kovacs, known to be the Division Manager of Status Electrical Corporation and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




Deanna G. Ebergsen
Print Name
NOTARY PUBLIC in the State of Washington, residing at
Bilham My commission expires 12-29-2022

WHATCOM COUNTY:

Approved as to form:

Cee 11/19/19
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: [Signature]
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 14th day of Dec, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

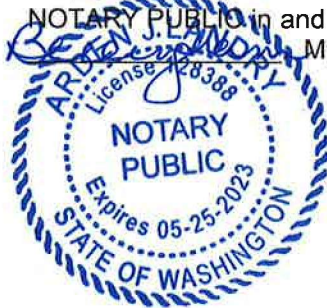
[Signature]

ARDEN LANDRY

Print Name

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

[Signature] My commission expires 05-25-2023



CONTRACTOR INFORMATION:

Status Electrical Corporation

Address:

PO Box 69 Ste A
2669 Deacon Street
Abbotsford BC V2T 6Z4

Mailing Address:

PO Box 69 Ste A
2669 Deacon Street
Abbotsford BC V2T 6Z4

Contact Name:

David Kovacs, Division Manager

Contact Phone:

(604) 859-1892

Contact Email:

dkovacs@statusautomation.com

GENERAL CONDITIONS

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

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified in the quote documents, during the agreement period. The County will furnish no material, labor, or facilities, 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 prior to the commencement or continuation of work. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding: In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement 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 state and federal requirements, as applicable, 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 on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

Ownership. Any and all data, 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 Agreement 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 Agreement 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 Agreement and all public records associated with this Agreement shall be available from the County 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. 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.

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Proof of Insurance:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage. All insurers providing such insurance shall have a 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 Agreement or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Agreement, whichever are greater:

Property Damage per occurrence - \$500,000

General Liability & Property Damage for bodily injury per occurrence - \$1,000,000

Aggregate - \$2,000,000

Business Comprehensive Automobile Liability - \$1,000,000 Minimum, per occurrence
\$2,000,000 Minimum, Annual Aggregate

Coverage shall include liability for any and all owned, non-owned and hired motor vehicles. Coverage may be satisfied by way of endorsement to the General Commercial Liability policy.

A Certificate of Insurance and endorsements must identify Whatcom County, employees, officers, agents, officials and volunteers as additional insureds. Contractor's subcontractors must provide a Certificate of Insurance and endorsements naming Whatcom County, employees, officers, agents, officials and volunteers as additional insureds. The Contractor's Insurance shall be considered primary and shall waive all rights of subrogation. The County insurance shall be noncontributory. The Insurance policy shall provide coverage on an occurrence basis. The County must be notified immediately of any cancellation of the policy or change in insurer carrier. Contractor must submit certificate of insurance and endorsements as described above to the County prior to the commencement of any work on this project. The County must be notified immediately of any cancellation of the policy or change in insurer carrier. Contractor shall immediately provide a copy to the County of the certificate and endorsements when there is a change in insurance carrier or when their policy is renewed so that the County maintains a current copy of the Contractor's policy with the required certificate and endorsements.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

- A. 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 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) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; 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. 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. ~~The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.~~

Participation by County – No Waiver. 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.

Survival of Contractor's Indemnity Obligations. The Contractor agrees all Contractors' indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Indemnity by Subcontractors. In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

- B. In any and all claims against the County or its agents by any employee of the Contractor, the indemnification obligation of subparagraph A above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the Contractor under workers' or workmen's compensation, benefit, or disability laws (including, but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). The Contractor expressly waives any immunity the Contractor might have had under such laws, and, by agreeing to enter this Contract, acknowledges that foregoing waiver has been mutually negotiated by the parties.
- C. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this paragraph, whether or not suit was instituted.
- D. 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.
- E. The Contractor agrees all Contractor indemnity obligations shall survive the completion, expiration or termination of this Agreement.

34.4 Performance Bond:

The Contractor shall furnish a duly executed Performance Bond upon a form furnished by the County within ten calendar days following receipt of the Notice of Intent to Award. The bond shall be executed by a surety or sureties who are acceptable to the County and the penal amount of the bond shall be in an amount equal to the Contract Sum and conditioned upon the faithful performance of the Contract by the Contractor within the Contract Time.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex, sexual orientation or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

**Rob Ney, Project & Operations Manager
Whatcom County AS-Facilities Management
3720 Williamson Way
Bellingham WA 98226**

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

40.1 Modifications:

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

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

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.

EXHIBIT "A"
(SCOPE OF WORK)

The Security Electronics components as described following are configured and programmed to provide for a total "Integrated" solution – managing the security at the **Whatcom County Main Jail**:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Genetec SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0
- Intercom System
 - Intercom and Paging
 - DXL DCC and DCE Appliances
 - Master Intercom
 - Software
 - Software status Automation SSE 5.0
 - SMA SSE 5.0
- PLC System
 - Door Control and Alarming
 - Omron PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics and preventative maintenance
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 4 hours on site
- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support

- Arxys Storage
 - Arxys support with online tech support and advanced replacement parts
- HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary
- Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates
- PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

The Security Electronics components as described following are configured and programmed to provide for a total “Integrated” solution – managing the security at the **Whatcom County Work Release Center**:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Pelco SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0
- Intercom System
 - Intercom and Paging
 - DXL DCC and DCE Appliances
 - Master Intercom
 - Software
 - Software Status Automation SSE 5.0
 - SMA SSE 5.0
- PLC System
 - Door Control and Alarming
 - Modicon PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics and preventative maintenance
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 2 hours on site
- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
- Arxys Support
 - Arxys Support with online tech support and advance replacement of parts
- HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary
- Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates
- PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

The Security Electronics components as described following are configured and programmed to provide for a total “Integrated” solution – managing the security at the **Whatcom County Juvenile Center**:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Genetec SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys

- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0
- Intercom System
 - Intercom and Paging
 - DXL DCC and DCE Appliances
 - Master Intercom
 - Software
 - Software Status Automation SSE 5.0
 - SMA SSE 5.0
- PLC System
 - Door Control and Alarming
 - Omron PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics and preventative maintenance
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 2 hours on site
- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
- Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts
- HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary
- Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates

- PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

The Security Electronics components as described following are configured and programmed to provide for a total “Integrated” solution – managing the security at the **Whatcom County Facilities Management Site**:

- DVMS System
 - DVMS
 - Genetec Security Desk
 - Dell Directory and Archiving Server
 - Dell Extended Warranty
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
- Applicable to 2018 Unit Only

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics review
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 1 hours on site
- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
- Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

EXHIBIT "B"
(COMPENSATION)

The Contract Number shall be included on all billings and correspondence.

The maximum consideration of for this agreement is \$43,314.53.

Invoices detailing and services must be submitted to:
Whatcom County Facilities Management Office
3720 Williamson Way
Bellingham WA 98225

Whatcom County Jail			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$5,880.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,960.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	Phone Support		
	HMI System and off site backups for recovery		
		1 year SSE SMA Cost:	\$2,500.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (Jun – Dec 2020)	Gold Support:	\$1,100.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
		1 year SSE SMA Cost:	\$7,360.00
		Subtotal Main Jail	\$18,800.00

Whatcom County Work Release Center			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 2 hours support per month, 1 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$2,160.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,320.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	HMI System off site backups for recovery		
	Phone Support		
		1 year SSE SMA Cost:	\$1,000.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (Jun – Dec 2020)	Gold Support:	\$1,100.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
			\$2,430.00
	Genetec SMA Sep 2020 – Sep 2021		\$1,822.00
		Subtotal Work Release	\$9,832.00

Whatcom County Juvenile			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$2,640.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,080.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	Phone Support		
	HMI System off site backups for recovery		
		1 year SSE SMA Cost:	\$2,200.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (Jun – Dec 2020)	Gold Support:	\$1,100.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
		1 year SSE SMA Cost:	\$1,900.00
		Subtotal Juvenile	\$8,920.00

Whatcom County Facilities Management			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$1,200.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$250.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support	Gold Support:	\$850.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	Genetec SMA prepaid to 2022		
		1 year SSE SMA Cost:	\$0.00
		Subtotal Facilities Mgmt	\$2,300.00

Whatcom County Main Jail Subtotal	\$18,800.00	
Whatcom County Work Release Center Subtotal	\$ 9,832.00	
Whatcom County Juvenile Subtotal	\$ 8,920.00	
Whatcom County Facilities Management Subtotal	\$ 2,300.00	
TOTAL OF AGREEMENT	\$39,852.00	not including applicable tax

Variable Costs:

Additional On Site Support
Provide onsite support as requested by client \$150.00/hr.
Overtime rates outside normal working hours apply at 1.5 base rate.

Whatcom County

Main Jail Juvenile Work Release

Security Electronics and DVMS System Support and Maintenance Proposal 2020

Jan 1 – Dec 31

Rev:0

The Security Electronics components as described following are configured and programmed to provide for a total "Integrated" solution – managing the security at the

Whatcom County Main Jail:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Genetec SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0
- Intercom System
 - Intercom and Paging
 - DXL DCC and DCE Appliances
 - Master Intercom
 - Software
 - Software status Automation SSE 5.0
 - SMA SSE 5.0
- PLC System
 - Door Control and Alarming
 - Omron PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

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 - Attend site, review equipment condition, wear, heating/filtration issues

- Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 4 hours on site
- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
- Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts
- HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary
- Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates
- PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

The Security Electronics components as described following are configured and programmed to provide for a total "Integrated" solution – managing the security at the **Whatcom County Work Release Center**:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Genetec SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0
- Intercom System
 - Intercom and Paging
 - ~~DXL DCC and DCE Appliances~~
 - Master Intercom
 - Software
 - Software status Automation SSE 5.0
 - SMA SSE 5.0
- PLC System
 - Door Control and Alarming
 - Modicon PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

All systems as noted above:

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- Provide once yearly on site diagnostics and preventative maintenance
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 2 hours on site

- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
 - Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts
 - HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary
 - Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates
 - PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support
-

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

The Security Electronics components as described following are configured and programmed to provide for a total "Integrated" solution – managing the security at the **Whatcom County Juvenile Center**:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Genetec SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0
- Intercom System
 - Intercom and Paging
 - DXL DCC and DCE Appliances
 - Master Intercom
 - Software
 - Software status Automation SSE 5.0
 - SMA SSE 5.0
- PLC System
 - Door Control and Alarming
 - Omron PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics and preventative maintenance
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures

- Max 2 hours on site
- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
- Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts
- HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary
- Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates
- PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

Costs Summary

Whatcom County Jail			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$5,880.00
	On site diagnostic review		
	Performed 1x yearly		
		on site review:	\$1,960.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	Phone Support		
	HMI System off site backups for recovery		
		1 year SSE SMA Cost:	\$2,500.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (June – Dec. 2020)	Gold Support:	\$1,100.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
		1 year SSE SMA Cost:	\$7,360.00
		Subtotal Main Jail	\$18,800.00

Whatcom County Work Release Center			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 2 hours support per month, 1 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$2,160.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,320.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	HMI System off site backups for recovery		
	Phone Support	1 year SSE SMA Cost:	\$1,000.00

DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (June – Dec. 2020)	Gold Support:	\$1,100.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
			\$2,430.00
	Genetec SMA Sept 2020 - Sept 2021		\$1,822.00
		Subtotal Work Release	\$9,832.00

Whatcom County Juvenile			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$2,640.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,080.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	Phone Support		
	HMI System off site backups for recovery		
		1 year SSE SMA Cost:	\$2,200.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (June – Dec. 2020)	Gold Support:	\$1,100.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
		1 year SSE SMA Cost:	\$1,900.00
		Subtotal	\$8,920.00

Whatcom County Main Jail Subtotal	\$18,800.00
Whatcom County Work Release Center Subtotal	\$ 9,832.00
Whatcom County Juvenile Subtotal	\$ 8,920.00
TOTAL OF AGREEMENT	\$37,552.00

Variable Costs:

Additional On Site Support

Provide onsite support as requested by client
Overtime rates outside normal working hours apply at 1.5 base rate

\$150.00/hr.

Whatcom County

Facilities Management

DVMS System Support 2020
Jan 1 – Dec 31
Rev.0

Whatcom County Facilities Management Site:

- DVMS System
 - DVMS
 - Genetec Security Desk
 - Dell Directory and Archiving Server
 - Dell Extended warranty
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
 - Applicable to 2018 Unit only

Proposal Outline – Scope

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics review
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 1 hours on site
- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
- Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

Costs Summary

Whatcom County Facilities Management			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$1,200.00
	On site diagnostic review		
	Performed 1x yearly		
		on site review:	\$250.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support	Gold Support:	\$850.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	Genetec SMA prepaid to 2022		
		1 year SSE SMA Cost:	\$0.00
		Subtotal Main Jail	\$ 2,300.00

Variable Costs:

Additional On Site Support

Provide onsite support as requested by client

\$150.00/hr.

Overtime rates outside normal working hours apply at 1.5 base rate

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
3720 Williamson Way
Bellingham, WA 98226-9156
Phone: (360) 778-5360
Fax: (360) 778-5361
Facilities@co.whatcom.wa.us

ROB NEY
Project & Operations Manager

RECEIVED

NOV 27 2019

**JACK LOUWS
COUNTY EXECUTIVE**

MEMORANDUM

TO: Jack Louws, County Executive

FROM: Rob Ney, Project & Operations Manager

RE: Contract – Security Electronics and DVMS System Support & Maintenance Agreement

DATE: November 21, 2019

Enclosed for your review and signature are two (2) originals of the Agreement between Whatcom County and Status Electrical Corporation for the purpose of Security Electronics and DVMS System Support & Maintenance Agreement for the Whatcom County Main Jail; Jail Work Center, Juvenile Facilities and Facilities Management; 311 Grand Avenue, Public Safety Building, 2030 Division Street and 3720 Williamson Way; Bellingham, Whatcom County, WA.

▪ **Background and Purpose**

This contract is to provide Technical support, On-site maintenance and phone support for the Security Electronics and DVMS for the Juvenile Detention Facility, Main Jail, Jail Work Center and Facilities Management.

The Jail, Jail Work center and Juvenile detention facilities include the Intercom systems, PLC's and PC for Door and Lock controls, Plus the Genetec Camera systems that are interfaced with the main Security Controls that include Servers, Network switches, KVM and audio servers.

The Facilities CCTV Security system includes all Cameras, Servers, Work Stations, Network Switches and Network Support, Plus support for the Genetec Camera system software.

▪ **Funding Amount and Source**

This project is approved by three regular budgets. The Main Jail and Jail Work Center will be funded from the Jail Fund. Juvenile Detention and Facilities Management will be funded by Facilities regular budget. Any shortfall in the budget will result in budget transfers from other accounts within the regular budget.

Funding needed for this contract is \$43,314.53, including tax.

▪ **Differences from Previous Contract**

This project is a one-time agreement.

Please contact Rob Ney at extension 5378, if you have any questions or concerns regarding the terms of this agreement.

Enclosures



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-077

File ID:	AB2021-077	Version:	1	Status:	Agenda Ready
File Created:	01/25/2021	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Conservation District to provide a Community Wildfire Risk Reduction Program in the amount of \$50,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Conservation District to provide a Community Wildfire Risk Reduction Program in the amount of \$50,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Contract, Contract Information Sheet



MEMORANDUM

TO: Whatcom County Council

FROM: Tyler Schroeder, Deputy Executive

RE: Whatcom Conservation District – Firewise Program

DATE: 12/30/2020

Enclosed is a contract between Whatcom Conservation District and Whatcom County in support of the Firewise program.

▪ **Background and Purpose**

In 2019 Whatcom County was approached by Whatcom Conservation District to support their Wildlife Risk Reduction Program otherwise known as Firewise. A two-year agreement was entered into and much needed education and technical assistance services were provided to both communities and individuals. Many who have participated in the program have learned proactive steps they can take to manage fire risk. Homeowners are reducing the risk on their own properties and developing plans for their communities. The work continues as more communities and individuals seek education and risk management techniques.

▪ **Funding Amount and Source**

The approved 2021 – 2022 General Fund budget includes non-departmental funding in the amount of \$25,000 for each year.

▪ **Differences from Previous Contract**

There are no significant changes to the first agreement as the scope and compensation are very similar.

Please contact Tyler Schroeder at extension 5207, if you have any questions or concerns regarding the terms of this agreement.

**CONTRACT FOR SERVICES
Whatcom Conservation District**

Whatcom Conservation District, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 1 to 8,
Exhibit A (Scope of Work), pp. 9,
Exhibit B (Compensation), pp. 10,
Exhibit C (Certificate of Insurance), pp. 11

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

The term of this Agreement shall commence on the 1st day of January, 2021, regardless the date of signature, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2022.

The general purpose or objective of this Agreement is to: provide a robust Community Wildfire Risk Reduction Program that consists of outreach, education and technical assistance to the Whatcom County communities most at risk from wildfire in Whatcom County, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$50,000 (\$25,000 for year one (2021) and \$25,000 for year two (2022). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____.

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.

CONTRACTOR:

Whatcom Conservation District

WHATCOM CONSERVATION DISTRICT

Approved as to form:

Heather Christianson, Chair

CONTRACTOR INFORMATION:

Whatcom Conservation District

Attorney

Date

Contact Name & Address:

Aneka Sweeney, WCD Education Specialist

Executive Director

6975 Hannegan Road

Lynden, WA 98264

Contact Phone: 360.526.2381

Contact Email: asweeney@whatcomcd.org

WHATCOM COUNTY:

Approved as to form:

Christopher Quinn per email 1/25/21
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement:

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

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

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

33.1 Right to Review:

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

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

- 1) Commercial General Liability coverage
 - a. Property Damage - \$500,000.00 per occurrence
 - b. General Liability & Property Damage for Bodily Injury - \$1,000,000.00 per occurrence
- 2) Automobile Liability coverage:
 1. Combined Single Limit - \$1,000,000.00
 2. Hired and Non-owned Auto coverage - \$1,000,000.00
 3. Temporary Substitute Auto coverage - \$1,000,000.00
- 3) Professional Liability - \$1,000,000. per occurrence

Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution. In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an "additional insured" under the liability coverage provided by the joint self-insurance program.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

Contract for Services
Whatcom Conservation District

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

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

Tawni Helms, Administrative Coordinator
Whatcom County Executive Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

40.1 Modifications:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has

given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

Exhibit "A"
(SCOPE OF WORK)

The funding received from Whatcom County will be used to continue providing a robust Community Wildfire Risk Reduction Program that consists of outreach, education and technical assistance to the Whatcom county communities most at risk from wildfire.

The primary customers for this service are communities residing in the wildland urban interface and those that have been identified as high risk to wildfire in the Whatcom County Natural Hazard Mitigation Plan. Services will include:

Task 1: Administration

WCD will invoice monthly and provide quarterly and annual reports. Program evaluation will occur throughout the life of the program in order to ensure the most effective program is provided to Whatcom County residents.

Partnerships

- Build and strengthen local, state, & federal partnerships to support program efforts and ensure unified messaging to residents of Whatcom County
- Assist with Whatcom County efforts to assess wildfire risk and develop response plans for high risk communities
- Provide consultation on wildfire information in the Whatcom County Natural Hazard Mitigation Plan and County Climate Action planning
- Represent Whatcom County & WCD in the Washington Fire Adapted Communities (WAFAC) Learning Network

Task 1 Deliverables

- Invoicing
- Quarterly reports
- Annual reports
- Whatcom County representation in WAFAC Learning Network

Task 2: Technical Assistance

Wildfire Risk Assessments

Wildfire risk assessments include meeting with landowners on their property and providing site-specific recommendations for reducing wildfire risk to their home and landscapes. Hard copy resources will be provided to clients.

Community Assistance with Wildfire Planning

Communities/neighborhoods will be aided in planning for wildfire based on their needs and individual goals. This includes:

- Assistance with the NFPA Firewise USA Program application/process
- Assistance with yearly Firewise renewal
- Community presentations on wildfire preparedness and wildfire risk
- Community risk assessments & recommendations

Community Wildfire Risk Reduction Projects

Project design, and assistance with securing funding will be provided to communities to implement on-the-ground projects that reduce their wildfire risk.

Task 2 Deliverables

- 40 individual wildfire risk assessments and reports
- 6 communities receiving risk reduction planning assistance
- 3 fuels reduction projects

Task 3: Outreach & Education

General Wildfire Risk Reduction Outreach & Education

Outreach topics will include, but aren't limited to wildfire behavior, risk & response; reducing risk to structures; fire-resistant landscaping; forest health; drought impacts; smoke impacts; & climate change adaptation. Outreach methods will include:

- Whatcom Conservation District website: wildfire pages
- Whatcom Conservation District news
- Hosting an information booth with wildfire resources (if current conditions allow)
- Messaging through social media
- Initiation & support of Wildfire Awareness Month
- Creation of new outreach materials such as brochures, posters, display materials
- Targeted mailers
- Presentations to other organizations

Task 3 Deliverables may include

- Development & distribution of promotional materials through mailers, newsletters, social media, Nextdoor, radio ads, videos and website
- Development and hosting of educational workshops, events and/or tours (either in-person or virtual)
- Participation in existing events through tabling/outreach booths (either in-person or virtual)

EXHIBIT "B"
(COMPENSATION)

Title	Maximum 2022 composite Rate*	Totals
GIS Tech	\$ 55.24	\$ 35,927
Admin	\$ 47.10	
Ed Specialist	\$ 57.93	
Ed Assistant	\$ 34.61	
Wildfire Resilience Coordinator	\$ 47.26	
Assistant	\$ 39.02	
Overhead (30% of salaries/benefits)		\$ 10,778
Total Personnel		\$ 46,705
Supplies/postage/rental	Actual costs	\$ 2,295
Mileage	Actual costs	\$ 1,000
Totals		\$ 50,000

*The maximum consideration for this contract is \$50,000. 2021 – Year One: Not to exceed \$25,000
2022 – Year Two: Not to exceed \$25,000*

Budget Narrative

The Contract Number shall be included on all billings or correspondence in connection with this agreement. Contract amounts shall not exceed \$25,000 per year. As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided above. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed, including mileage at the current IRS rate. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon writing will be at the contractor's expense.

Enduris EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:

Whatcom Conservation District
6975 Hannegan Rd
Lynden, WA 98264

MEMORANDUM#: 2021-00-271
EFFECTIVE: September 1, 2020 through August 31, 2021

This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

CERTIFICATE HOLDER:

Whatcom County
311 Grand Avenue
Bellingham, WA 98225

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

CANCELLATION:

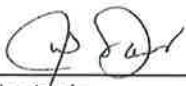
Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

MEMO:

Evidence of Member Coverage to contracted party

Reference: Contract for Services

Community Wildfire Risk Reduction Program



Authorized Representative
January 14, 2021

enduris
WASHINGTON

1610 S Technology Blvd, Suite 100 - Spokane Washington - 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202101012

Originating Department:	Executive
Division/Program: (i.e. Dept. Division and Program)	Non-Departmental
Contract or Grant Administrator:	Tawni Helms, Administrative Coordinator
Contractor's / Agency Name:	Whatcom Conservation District
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>4293.7210</u></p> <p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>\$50,000</u></p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
<p>Summary of Scope: Contractor has received General Fund funding for the purposes of providing a Community Wildfire Risk Reduction Program.</p>	
Term of Contract: 1/1/2019	Expiration Date: 12/31/2020

Contract Routing:	1. Prepared by: <u>Twh</u>	Date: <u>1.12.21</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>1/25/21</u>
	3. AS Finance reviewed: <u>BBennett</u>	Date: <u>1.22.21</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: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-078

File ID:	AB2021-078	Version:	1	Status:	Agenda Ready
File Created:	01/25/2021	Entered by:	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Oak Harbor for Mini-Chain Services in the amount of \$2,138

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Contract

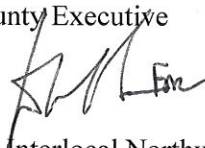
**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**



*PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600*

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Bill Elfo, Sheriff 
RE: 2021 Oak Harbor Interlocal Northwest Minichain Agreement
DATE: December 2, 2020

Enclosed are two (2) originals of the 2021 Interlocal Cooperative Agreement for Mini-Chain Services between Whatcom County and the City of Oak Harbor for your review and signature.

▪ **Background and Purpose**

Whatcom County runs the northern leg of the Northwest Shuttle Transport System down the I-5 corridor. This system, part of an informal statewide relay system that began in 1970 to move offenders who were wanted in one county but who had been arrested in another, allows us to generate revenues to help off-set the costs of moving these offenders. Prior to the creation of the Shuttle system, the individual Counties were responsible for retrieving offenders throughout the State who were wanted in their County. This meant that deputies from multiple agencies were traveling to other jurisdictions, sometimes on a daily basis.

As part of the overall shuttle, approximately 15 years ago Whatcom County began contracting with the Counties north of Seattle, and some smaller cities, to move their offenders to and from a central hub. In 2011, Snohomish County decided to discontinue contracting with us, leading us to some changes in the way the northern leg was operated. We continue to contract with Oak Harbor, Skagit County, Island County, and Marysville and receive in-kind support from Snohomish County. This agreement allows for Oak Harbor to pay for inmates being transported for their agency.

▪ **Funding Amount and Source**

This revenue is paid to Whatcom County for services rendered. It is based on Oak Harbor's estimated percentage of the total County cost of running this system. This year's contract with Oak Harbor will be a total of \$2,138.00.

▪ **Differences from Previous Contract**



This is an increase of \$293.00 from last year.

Please contact Wendy Jones at extension 6505, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office								
Division/Program: (i.e. Dept. Division and Program)	Mini Chain/Jail Transport								
Contract or Grant Administrator:	Laurie Reid								
Contractor's / Agency Name:	City of Oak Harbor								
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____									
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td></td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	
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<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).									
Contract Amount:(sum of original contract amount and any prior amendments): \$ 2,138.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 								
Summary of Scope: Whatcom County provides transportation services along the I-5 corridor for the City of Oak Harbor.									
Term of Contract: 1 year	Expiration Date: 12/31/2021								

Contract Routing:	1. Prepared by: LR	Date: 12/02/20
	2. Attorney signoff: 	Date: 12.7.20
	3. AS Finance reviewed: 	Date: 12.7.20
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

**INTERLOCAL COOPERATIVE AGREEMENT
NORTHWEST MINICHAIN WITH THE CITY OF OAK HARBOR**

THIS AGREEMENT is made and entered into by and between the City of Oak Harbor, Washington ("The City of Oak Harbor") and Whatcom County, Washington ("Whatcom County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

The purpose of this Agreement is to provide transportation services of prisoners for The City of Oak Harbor for a period beginning on the First day of January, 2021 and ending on the Thirty-first day of December, 2021. The City of Oak Harbor and Whatcom County agree to the terms and conditions incorporated herein.

2. RESPONSIBILITIES:

Prior to signing this Agreement, the City of Oak Harbor has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

The City of Oak Harbor acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain bus by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

- a) To pick up inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail being the southernmost point.
- b) The City of Oak Harbor will insure that its inmates are transported to Skagit County at their own cost and will be responsible to insure that the inmates are at Skagit County prior to Whatcom County's arrival for pickup. Whatcom County will transport the City of Oak Harbor inmates south to Snohomish County and/or King County.
- c) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.
- d) The transport system will run 5 days a week, except for holidays, when the larger statewide cooperative transport system is not running, or due to weather events that make it unsafe for travel.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2021 through December 31, 2021, regardless of date of signature.

The term of this Agreement shall be subject to review and revision in November of 2021 for renewal in January 2022.

4. **MANNER OF FINANCING:**

Funds for the payments of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This Agreement shall not obligate the City of Oak Harbor in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services which are not budgeted. The source of funds is the City of Oak Harbor budget.

Whatcom County shall provide The City of Oak Harbor with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the actual percentage of usage by The City of Oak Harbor of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation: \$2,138.00

Quarterly Invoices:

March 31, 2021	\$534.50
June 30, 2021	\$534.50
September 30, 2021	\$534.50
December 31, 2021	\$534.50

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 Whatcom County's representatives shall be County Executive Satpal Sidhu and Sheriff Bill Elfo.
- 5.2 The City of Oak Harbor's representative shall be Chief Kevin Dresker.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **MUTUAL INDEMNITY:** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its 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 are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

SURVIVAL OF INDEMNITY OBLIGATIONS: The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without any consequence or liability against the County or WCSO, employees, officials, agents, or volunteers. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. 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. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

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

12. **ARBITRATION:** This Agreement shall be governed by Laws of the State of Washington. Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed upon arbitrator in accordance with the applicable American Arbitration Association (AAA) rules in effect on the date hereof. Each Party shall pay all their own costs, fees and expenses of arbitration but share equally in the Arbitrator's fees and costs.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CITY OF OAK HARBOR

Recommended for Approval:

K. Dresker 1-4-21
Chief Kevin Dresker Date

Approved as to form:

G. Thompson
for City Attorney Grant Weed Date 1/12/2021

Approved:

Accepted for the City of Oak Harbor

R. T. Severns 01-12-2021
Mayor, City of Oak Harbor Date
ROBERT T. SEVERNS

STATE OF WASHINGTON)

) ss.

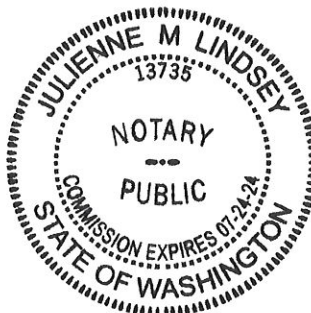
CITY OF OAK HARBOR)

On this 12th day of January, 20 21, before me personally appeared Robert T. Severns, to me known to be the Mayor of the City of Oak Harbor and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Julienne M. Lindsey
NOTARY PUBLIC in and for the State of Washington, residing at Anacortes, WA. My commission expires 07-24-24.

CONTRACTOR INFORMATION:

The City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277
Contact Name: Chief Kevin Dresker
Contact Phone: 360.279.4600
Contact Fax: 360.279.4609
Email: KDresker@oakharbor.org





Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-081

File ID:	AB2021-081	Version:	1	Status:	Agenda Ready
File Created:	01/25/2021	Entered by:	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a 2-year interlocal agreement between Whatcom County and the City of Bellingham for Work Crew Services in the amount of \$89,000.00 per year

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Contract


WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Bill Elfo, Sheriff 
RE: 2021/22 Interlocal Agreement between Whatcom County and the City of Bellingham
DATE: November 23, 2020

Enclosed are two (2) originals of a contract between Whatcom County and the City of Bellingham for your review and signature.

▪ **Background and Purpose**

This is a two-year contract for Work Crew services for outdoor clean-up in and around the City of Bellingham.

▪ **Funding Amount and Source**

Funding for these services comes from the City of Bellingham budget.

▪ **Difference from Previous Contract**

No difference. This is the same as the previous two-year contract.

Please contact Laurie Reid at x6506 if you have any questions or concerns regarding this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Corrections/Alternatives
Contract or Grant Administrator:	Laurie Reid
Contractor's / Agency Name:	City of Bellingham
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 89,000.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: The Sheriff's Office provides a Jail Work Crew to the City of Bellingham for the purpose of outdoor cleanup. The County receives up to \$89,000.00 per year from the City of Bellingham for this service.	
Term of Contract: 2 years	Expiration Date: 12/31/22

Contract Routing:	1. Prepared by: LR	Date: 11/23/20
	2. Attorney signoff: <input checked="" type="checkbox"/>	Date: 11.30.20
	3. AS Finance reviewed: <input checked="" type="checkbox"/>	Date: 11.30.20
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

**INTERLOCAL AGREEMENT
For Work Crew Services
by and between
Whatcom County
and
The City of Bellingham**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between Whatcom County (the "County") and the City of Bellingham (the "City") pursuant to the Washington Interlocal Cooperation Act, Chapter 39.34 RCW.

TERMS AND CONDITIONS

I. PURPOSE: This Agreement between the County and the City is for the utilization of a County Jail Work Crew for the purpose of providing outdoor clean-up services to the City. This agreement will define the services provided by each party as well as the compensation for these services.

II. PAYMENT: Whatcom County shall be paid in accordance with Exhibit A.

III. SERVICES: The County agrees to furnish a Jail Work Crew to the City of Bellingham for the purpose of outdoor clean-up/vegetation maintenance tasks listed in Exhibit B.

A. The County shall perform services as follows:

1. Provide one offender crew averaging four (4) persons, plus a staff crew chief to direct and monitor the work of outdoor clean-up/vegetation maintenance. Safety will be a primary concern and may be cause to refuse or terminate activities.
2. Provide transportation of crew members, staff and tools for this assigned project, plus crew member safety clothing of reflective vest, safety helmet, rain gear, gloves, plus eye and ear protection for safe equipment operation.
3. Provide Worker's Compensation insurance coverage for County Jail Work Crew members to the full extent required by law.

B. The City shall perform services as follows:

1. Provide the schedule of projects to be completed by the County Jail Work Crew.
2. Provide the list of duties, location, and priorities of the job to be completed.
3. Provide technical, staff and equipment support and direction on the project.
4. Using best practices provide specialized tools and supplies or conduct the duties necessary to complete tasks the County cannot accomplish with tools standard to the work crew vehicle listed in Exhibit C.
5. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary.
6. Provide staff to review the project activities to ensure they meet quality consistent with the City standards.

IV. TERM AND TERMINATION: The term of this Agreement shall commence January 1, 2021 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on December 31, 2022. Scheduled projects will consist of one crew every week (52 weeks) per year. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without consequence or liability against the County or WCSO, employees, officials, agents, or volunteers.

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

VI. FUNDS: Funds for the payment of services to be rendered under this Agreement will be provided by the City.

VII. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

VIII. LEGAL RELATIONSHIP. This Agreement does not create an employer-employee relationship between the City and the County or the City and any member of the County Jail Work Crew. The County shall be responsible for any compensation that is to be provided to members of the County Jail Work Crew.

IX. MUTUAL INDEMNITY. Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents from any and all costs, claims, judgment and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement. For purposes of this Section, the term "Party" includes the party itself as well as its officials, employees, agents, and contractors. Members of the Jail Work Crew shall be deemed agents of the County.

X. RECORDING. The County shall promptly record this Agreement with the Auditor's Office in accordance with Chapter RCW 39.34.

XI. RESPONSIBLE PERSONS. The persons responsible for administration of this Agreement shall be the Whatcom County Sheriff and the City of Bellingham Assistant Public Works Director.

XII. NOTICES. All notices required to be given under this Agreement shall be given in person or by certified mail, return receipt requested or by nationally recognized overnight carrier delivered to the following address:

City of Bellingham
Public Works - Operations
Attention: Mike Olinger, Asst Director
2221 Pacific Street
Bellingham, WA 98229-5823

Whatcom County
Sheriff's Office
Attention: Bill Elfo, Sheriff
311 Grand Avenue
Bellingham, WA 98225

EXECUTED this ____ day of _____, 20__ for **WHATCOM COUNTY** by:

Recommended for Approval:

up  For 11/24/20
Bill Elfo, Sheriff Date

Approved as to form:

Approved via email BW/UE 11.30.20
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ____ day of _____, 20__, before me personally appeared **SATPAL SIDHU**, to me known to be the **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
_____.

EXECUTED this 23 day of December, 2020 for the **CITY OF BELLINGHAM** by:

[Signature] 12/17/2020
Director of Public Works Date

[Signature] 12/23/20
Mayor Date

Approved as to Form:

[Signature] 12/23/20
Office of the City Attorney Date

Attest:

[Signature] 12/23/2020
Finance Director Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 23 day of December, 2020 before me personally appeared **SETH FLEETWOOD**, to me known to be the **MAYOR OF THE CITY OF BELLINGHAM**, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



[Signature] S. Brooksana Raney
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham, WA. My commission expires
7/28/24.

EXHIBIT A
Compensation

1. The Sheriff's Office will be compensated at the rate of \$340.00 per 8-hour day per offender crew or \$425.00 per 10-hour day per offender crew provided to the City of Bellingham. One crew every week (52 weeks) per year. The maximum annual compensation will be \$89,000.00.
2. The Sheriff's Office will invoice the City of Bellingham with supporting documentation, specifying the dates offender crews were provided.
3. The City of Bellingham will compensate the Sheriff's Office within 30 days of submittal of an invoice with appropriate support documentation.

EXHIBIT B
Outdoor Worker Task List 2015/2016
Sidewalk/Curb Sod/Grass Cleaning

1. Alabama (Cornwall to Birch Street)
2. Alabama (Birch Street to Northshore Drive)*
3. F St (Cornwall to Holly)
4. Northshore Drive (Poplar to Academy)*
5. Barkley Dr (Carrington to Golf Ball Driving Range)
6. Barkley Dr (Carrington to Britton)*
7. Lakeway Dr (Ellis to City Limits)
8. Yew St (Lakeway to City Limits)
9. Woburn (Illinois to Iowa Drive)
10. Lincoln (Meador to Lakeway)
11. Northwest Ave (Elm to McLeod)
12. 32nd (Old Fairhaven Pkwy to Fielding)
13. Old Fairhaven Pkwy (12th to I-5)
14. 21st St (Bill McDonald Pkwy to Donovan)
15. Sunset Dr (Orleans to West Illinois)
16. Meridian (Broadway to Kellogg)
17. Electric (Bloedel to Dakin)
18. Illinois (Cornwall to NW Ave)
19. Cornwall Ave (Illinois to Ohio)
20. Birchwood Ave (Northwest Ave to Meridian)
21. Elm St (North to Broadway)
22. Roeder Ave (Squalicum to C St) including Parkway
23. Orleans St (Texas to Sunset)
24. Meador (James to Lincoln)
25. Iowa (James to Moore)

*Watershed area can only be cleaned from June 1st thru Sept 30th.

Outdoor Worker Task List 2015/2016
Tree Well Weeding

1. Alabama St (Cornwall to Birch St)
2. Alabama St (Birch St to Northshore Dr)*
3. Barkley Dr (Carrington to Golf Ball Driving Range)
4. Barkley Dr (Carrington to Britton)*
5. Cornwall Ave (Ohio St to E. North St)
6. Dupont St (Broadway Ave to Pickett Bridge)
7. F St (Holly St to Cornwall Ave)
8. Girard St (Broadway Ave to A St)
9. Harris Ave (Ferry Terminal to 13th St)
10. James St (Sunset Dr to Iowa St)
11. Ivy St Connector
12. Lakeway Dr (Ellis St to Silverbeach Rd)
13. Meridian St (Illinois St to E. Victor St)
14. Meridian St (Orchard St to Horton Rd)
15. Mill St (10th St to 11th St)
16. N. State St (James St to Laurel St)
17. Ohio St (Cornwall Ave to James St)
18. Potter St (King St to Lincoln St)
19. Puget St (Potter St to Gladstone St)
20. Roeder Ave (Squalicum Truck Route to C St)
21. Sunset Dr (Lincoln St to Orleans St)
22. 10th St (Mill St to Donovan Ave)
23. 11th St (Mill St to Larrabee St)
24. 12th St (Harris Ave to Larrabee St)
25. Downtown (All of CBD)

*Watershed area can only be cleaned from June 1st thru Sept 30th

Outdoor Worker Task List 2015/2016
Roundabouts and Traffic Calming Islands

1. Northwest Avenue and I-5 (North of I-5)
2. Northwest Avenue and McLeod Road (South of I-5)
3. Cordata Parkway and Westerly Road
4. Wharf Street Roundabout
5. Texas Street and Queen Street
6. Texas Street and Toledo Street
7. Texas Street and Michigan Street
8. Nevada Street and Whatcom Street
9. Nevada Street and Edwards Avenue
10. Ellis Street and Connecticut Street
11. Ellis Street and Maryland Street
12. Cordata Avenue and Horton (dead end of Horton)

Street Islands and Vegetation Strips

1. Lakeway Drive (I-5 to Ellis Street)
2. Barkley Drive (Rimland Drive to Britton Road)
3. East McLeod Road (Sunset Drive to Chandler Drive)
4. Bakerview Road (I-5 to Cordata Avenue)
5. Railroad Avenue (Chestnut Street to Magnolia Street)

Street Division Work

1. Cleanup of transient camps throughout the City of Bellingham working with Claudia Vizcarra, Litter Compliance Officer, 815-1732. This entails cleaning up camps under bridges and other various places (litter and garbage pickup).
2. Maintenance of city sidewalks. This includes scraping and shoveling sod and weeds where the sidewalk meets the curb line and where vegetation is encroaching at the back of the sidewalk.

Natural Resources Items

Stream clean up/ trash removal	Whatcom cr	crews would pick up trash along Whatcom Creek from Woburn St to mouth on regular basis
Stream clean up/ trash removal	Squalicum Cr	crews would pick up trash along Squalicum Creek from Bug Lake to the mouth.
Stream clean up/ trash removal	Padden Cr	crews would pick up trash along Padden Creek from I-5 to mouth on regular basis
Spread mulch at various project sites	City creeks and Lake Whatcom watershed	spread mulch around existing native tree and shrub plantings
Euclid Park		Vegetation Management
Invasive Removal	Agate Bay Preserve	Large scale blackberry removal (5+ acres total)
Invasive Removal	Agate Bay Preserve	Weeding in mixed forest. Remove blackberry, ivy, clematis

EXHIBIT C

Standard Trailer Inventory

TOOLS	STANDARD INVENTORY
VAN:	
First Aid Kit	1
Traffic Cones	6
CREW LEADER:	
First Aid Kit (trail pack type)	1
Phone	1
TRAILER:	
5 Gallon Water Container w/cup holder	1
5 Gallon Gas Can	1
1 Gallon Gas Can	2
Pry Bar	2
Pulaski Axes	7
Wheelbarrows (w/hard tires)	2
Push Broom (road)	1
15" Hand Weeder	7
Anvil Pruners	7
Bow Saw (21")	1
Pitchfork D handle	3
Garden Rakes	2
Leaf Rakes	4
Shovels, Flat	4
Shovels, Round	7
Shovels, Grain	2
Sledge Hammer	2
Weed Eaters	5
Hard Hat w/face shield and ear	7
Rain Gear	7
Boots (safety toe)	8
Gloves	14
Ear Plugs (box 200)	1
Safety Glasses	7



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-085

File ID:	AB2021-085	Version:	1	Status:	Agenda Ready
File Created:	01/26/2021	Entered by:	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a two year interlocal agreement between Whatcom County and South Whatcom Fire Authority for Work Crew Services in the amount of \$1,700.00 per year

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Contract

WHATCOM COUNTY
SHERIFF'S OFFICE

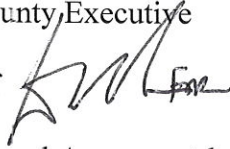
BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff 

RE: 2021/2022 Interlocal Agreement between Whatcom County and South Whatcom Fire Authority

DATE: November 30, 2020

Enclosed are two (2) originals of an Interlocal Agreement between Whatcom County and South Whatcom Fire Authority for your review and signature.

▪ **Background and Purpose**

This agreement provides a Jail Work Crew for outdoor clean-up at South Whatcom Fire Authority Fires Stations.

▪ **Funding Amount and Source**

Funding for these services will come from South Whatcom Fire Authority's budget with a maximum annual compensation to the County of \$1700 per year.

▪ **Difference from Previous Contracts**

No differences.



Please contact Laurie Reid at x6506 if you have any questions or concerns regarding this agreement.

Encl. (2)

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office								
Division/Program: (i.e. Dept. Division and Program)	Corrections/Alternative Programs								
Contract or Grant Administrator:	Laurie Reid								
Contractor's / Agency Name:	South Whatcom Fire Authority								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>									
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____									
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____									
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td></td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	
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<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.								
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).									
Contract Amount:(sum of original contract amount and any prior amendments): \$ 1,700.00 per year This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 								
Summary of Scope: _____									
This is a revenue generating Agreement for the County. Whatcom County will provide South Whatcom Fire Authority with a Jail Work Crew to assist with basic cleaning/debris pickup and lawn maintenance at Fire Stations.									
Term of Contract: 2 years	Expiration Date: 12/31/2022								

Contract Routing:	1. Prepared by: LR	Date: 11/30/20
	2. Attorney signoff: 	Date: 12.2.20
	3. AS Finance reviewed: 	Date: 12.2.20
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

**INTERLOCAL AGREEMENT
For Work Crew Services
by and between
Whatcom County
and
South Whatcom Fire Authority**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between Whatcom County and South Whatcom Fire Authority pursuant to the Washington Interlocal Cooperative Act, Chapter 39.34 RCW. Whatcom County and South Whatcom Fire Authority agree and contract as set forth in this Agreement, including:

General Conditions, pp. 1 - 2
Exhibit A (Scope of Work), pp. 3
Exhibit B (Compensation), pp. 4
Exhibit C (Standard Trailer Inventory), pp. 5

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

GENERAL CONDITIONS

I. PURPOSE: This Agreement between Whatcom County and South Whatcom Fire Authority is for the utilization of a Jail Work Crew for the purpose of assisting with basic cleaning/debris pickup and lawn maintenance at the fire stations. This agreement will define the services provided by each party as well as the compensation for these services.

II. PAYMENT: Whatcom County shall be paid in accordance with Exhibit B.

III. SERVICES: Whatcom County agrees to furnish a Jail Work Crew to South Whatcom Fire Authority for the purpose of basic cleaning/debris pickup and lawn maintenance at the fire stations as defined by Exhibit A.

IV. TERM AND TERMINATION: The term of this Agreement shall commence on the first day of January, 2021 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the thirty-first day of December 2022. Scheduled projects will not exceed a total of either 5 eight-hour days or 4 ten-hour days per year. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without consequence or liability against the County or WCSO, employees, officials, agents, or volunteers.

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

VI. FUNDS: Funds for the payment of services to be rendered under this Agreement will be provided by South Whatcom Fire Authority.

VII. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

VIII. LEGAL RELATIONSHIP: This Agreement does not create an employer-employee relationship between South Whatcom Fire Authority and Whatcom County or South Whatcom Fire Authority and any member of the County Jail Work Crew.

IX. MUTUAL INDEMNITY: 1. To the extent of its comparative liability, each party agrees to indemnify and hold the other party, its 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 there from) which are alleged or proven to be caused by an act or omission, neglect or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

2. Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

X. RECORDING: Whatcom County shall promptly record this Agreement with the Auditor's Office in accordance with Chapter RCW 39.34.

XI. RESPONSIBLE PERSONS: The persons responsible for administration of this Agreement shall be the Whatcom County Sheriff and the South Whatcom Fire Authority Fire Chief.

XII. NOTICES: All notices required to be given under this Agreement shall be given in person, or by mail, delivered to the following addresses:

South Whatcom Fire Authority
Administration Office
Attention: Rod Topel, Fire Chief
2050 Lake Whatcom Blvd.
Bellingham, WA 98229

Whatcom County
Sheriff's Office
Attention: Bill Elfo, Sheriff
311 Grand Ave.
Bellingham, WA 98225

EXHIBIT A
(SCOPE OF WORK)

A. The County Shall perform services as follows:

1. Provide one offender work crew averaging four (4) persons, plus a staff crew chief to direct and monitor the work of basic cleaning/debris pickup and lawn maintenance at the fire stations. Safety will be a primary concern and may be cause to refuse or terminate activities.
2. Provide transportation of crew members, staff and tools for this assigned project, plus crew member safety clothing of reflective vest, safety helmet, rain gear, gloves, plus eye and ear protection for safe equipment operation. Exhibit B.
3. Provide Worker's Compensation insurance coverage for the work crew members to the full extent required by law.

B. South Whatcom Fire Authority shall perform services as follows:

1. Provide the schedule of projects to be completed by the work crew.
2. Provide the list of duties, location, and priorities of the job to be completed.
3. Provide technical, staff and equipment support and direction on the project.
4. Using best practices provide specialized tools and supplies or conduct the duties necessary to complete tasks the Jail Work Crew cannot accomplish with tools standard to the work crew vehicle listed in Exhibit C.
5. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary.

EXHIBIT B
(COMPENSATION)

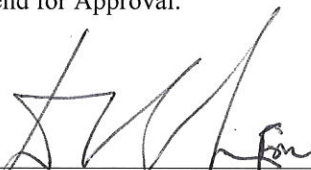
1. The Whatcom County Sheriff's Office will be compensated at the rate of \$340 per 8-hour day or \$425.00 per 10-hour day per offender work crew provided by it to South Whatcom Fire Authority. Scheduled projects will not exceed five 8-hour days or four 10-hour days per year with an annual maximum compensation of \$1,700.00.
2. The Whatcom County Sheriff's Office will invoice South Whatcom Fire Authority with supporting documentation, specifying the dates offender crews were provided.
3. South Whatcom Fire Authority will compensate the Whatcom County Sheriff's Office within 30 days of submittal of an invoice with appropriate support documentation.

EXHIBIT C
(STANDARD TRAILER INVENTORY)

TOOLS	STANDARD INVENTORY
VAN:	
First Aid Kit	1
Eye Wash Station plus refill	1
Traffic Cones	6
CREW LEADER:	
First Aid Kit (trail pack type)	1
Phone	1
TRAILER:	
5 Gallon Water Container w/cup holder	1
5 Gallon Gas Can	1
1 Gallon Gas Can	2
Pry Bar	2
Pulaski Axes	7
Wheelbarrows (w/hard tires)	2
Push Broom (road)	1
15" Hand Weeders	7
Anvil Pruners	7
Bow Saw (21")	1
Pitchfork D handle	3
Garden Rakes	2
Leaf Rakes	4
Shovels, Flat	4
Shovels, Round	7
Shovels, Grain	2
Sledge Hammer	2
Weed Eaters	5
Hard Hat w/face shield and ear	7
Rain Gear	7
Safety Vests	8
Boots (safety toe)	8
Gloves	14
Ear Plugs (box 200)	1
Safety Glasses	7

EXECUTED this _____ day of _____, 20 ____ for WHATCOM COUNTY by:

Recommend for Approval:

up  12/1/20
Bill Elfo, Sheriff Date

Approved as to form:

Approved via email 12.2.20 BW/UR
Brandon, Waldron Prosecuting Attorney Date

Approved:

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 _____. My
Commission expires _____.

Rod Topel

From: Jim Peeples <jimpeeples@whatcomes.org>
Sent: Thursday, January 14, 2021 4:23 PM
To: Rod Topel
Subject: Re: Commissioner Meeting signature documents for meeting held January 14, 2021

The following documents are approved and electronically signed this 14th day of January, 2021, by Commissioner Peeples:

-

Consent Agenda Documents:

- Minutes of the December 10, 2020, SWFA Work Session
- Minutes of the December 10, 2020, SWFA Regular Meeting
- Expense Vouchers, December 2020 - \$68,572.10
- Capital Vouchers, December 2020 - \$2,742.40
- Expense Vouchers, January 2021 - \$46,753.84
- Payroll Gross Wages & Employer Benefits - \$197,377.56 (gross wages and benefits, December 1 -31 overtime)

-

Monthly Commissioner Pay Voucher

-

Resolution 2021-01 – Amending Budget Resolution

-

Interlocal agreement with Whatcom County for work crew services

Electronically Signed by Commissioner Jim Peeples Jan 14th 2021

On Thu, Jan 14, 2021 at 4:19 PM Rod Topel <rtopel@swrfa.org> wrote:

Commissioner Peeples, attached are Consent Agenda Items, Resolution 2021-01, Interlocal Agreement for County work crew services and individual Commissioner pay Voucher that were adopted during the meeting. Please respond to this email with an electronic signature with the following statement:

The following documents are approved and electronically signed this 14th day of January, 2021, by Commissioner Peeples:

Consent Agenda Documents:

Rod Topel

From: James Willson <jamesmwillson@yahoo.com>
Sent: Thursday, January 14, 2021 4:45 PM
To: Rod Topel
Subject: Re: Commissioner Meeting signature documents for Pension Board and Regular Board meeting held January 14, 2021

The following documents are approved and electronically signed this 14th day of January, 2021, by Commissioner Willson:

-

Pension Board Business:

- Report of September 3, 2020, Accident (Dawson Hunter)
- BVFF Claims:
 1. Hoagland Pharmacy - \$130.51
 2. Infusion Solutions, Inc. - \$12,068.60
 3. Pacific Rim Orthopaedic Surgeons - \$240.00
 4. Family Care Network - \$284.00

Consent Agenda Documents:

- Minutes of the December 10, 2020, SWFA Work Session
- Minutes of the December 10, 2020, SWFA Regular Meeting
- Expense Vouchers, December 2020 - \$68,572.10
- Capital Vouchers, December 2020 - \$2,742.40
- Expense Vouchers, January 2021 - \$46,753.84
- Payroll Gross Wages & Employer Benefits - \$197,377.56 (gross wages and benefits, December 1 -31 overtime)

Monthly Commissioner Pay Voucher

-

Resolution 2021-01 – Amending Budget Resolution

-

Interlocal agreement with Whatcom County for work crew services

On Thursday, January 14, 2021, 04:18:54 PM PST, Rod Topel <rtopel@swrfa.org> wrote:

Rod Topel

From: Stefen Paige
Sent: Thursday, January 14, 2021 4:22 PM
To: Rod Topel; spaige@whatcomes.org
Cc: Carrie Carter
Subject: Re: Commissioner Meeting signature documents for meeting held January 14, 2021

The following documents are approved and electronically signed this 14th day of January, 2021, by Commissioner Paige:

- Consent Agenda Documents:

- Minutes of the December 10, 2020, SWFA Work Session
- Minutes of the December 10, 2020, SWFA Regular Meeting
- Expense Vouchers, December 2020 - \$68,572.10
- Capital Vouchers, December 2020 - \$2,742.40
- Expense Vouchers, January 2021 - \$46,753.84
- Payroll Gross Wages & Employer Benefits - \$197,377.56 (gross wages and benefits, December 1 -31 overtime)

Monthly Commissioner Pay Voucher

- Resolution 2021-01 – Amending Budget Resolution

- Interlocal agreement with Whatcom County for work crew services

From: Rod Topel <rtopel@swrfa.org>
Sent: Thursday, January 14, 2021 4:19 PM
To: spaige@whatcomes.org <spaige@whatcomes.org>; Stefen Paige <SPaige@swrfa.org>
Cc: Carrie Carter <ccarter@swrfa.org>
Subject: Commissioner Meeting signature documents for meeting held January 14, 2021

Commissioner Paige, attached are Consent Agenda Items, Resolution 2021-01, Interlocal Agreement for County work crew services and individual Commissioner pay Voucher that were adopted during the meeting. Please respond to this email with an electronic signature with the following statement:

The following documents are approved and electronically signed this 14th day of January, 2021, by Commissioner Paige:

Consent Agenda Documents:

- Minutes of the December 10, 2020, SWFA Work Session
- Minutes of the December 10, 2020, SWFA Regular Meeting
- Expense Vouchers, December 2020 - \$68,572.10
- Capital Vouchers, December 2020 - \$2,742.40
- Expense Vouchers, January 2021 - \$46,753.84

Rod Topel

From: Bob Ekdahl <rvekdahl@comcast.net>
Sent: Saturday, January 16, 2021 5:43 PM
To: Rod Topel
Subject: Signature

The following documents are approved and electronically signed this 14th day of January, 2021, by commissioner Ekdahl;

Consent Agenda Documents;

- Minutes of the December 10, 2020, SWFA Work Session
- Minutes of the December 10, 2020, SWFA Regular Meeting
- Expense Vouchers, December 2020 - \$68,572.10
- Capital Vouchers, December 2020 - \$2,742.40
- Expense Vouchers, January 2021 - \$46,753.84
- Payroll Gross Wages & Employer Benefits - \$197,377.56 (Gross Wages & Benefits , December 1 -31 overtime)

Monthly Commissioner Pay Voucher

Resolution 2021-01 - Amending Budget Resolution

Interlocal agreement with Whatcom County for work crew services



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-090

File ID:	AB2021-090	Version:	1	Status:	Agenda Ready
File Created:	01/27/2021	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Seattle, in the amount of \$3,000 for a geodetic grade GPS antenna

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This agreement is to provide Global Positioning Systems (GPS) Network corrections using the Washington State Reference Network. Washington State Reference Network will transmit live GPS satellite corrections to Whatcom County Public Works for producing survey grade corrections utilizing cell phone connections and survey grade GPS

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Agreement

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

MEMORANDUM

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

Through: Jon Hutchings, Director *JH*

From: James P. Karcher, P.E., County Engineer *JPK*

Date: January 27, 2021

Subject: **Washington State Reference Network Agreement
between Whatcom County and the City of Seattle**

Enclosed for your review and signature are two (2) originals of a Draft agreement between Whatcom County and the City of Seattle for providing Global Positioning Systems (GPS) Network corrections using the Washington State Reference Network.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into a 5-year agreement with the City of Seattle to provide access to the Washington State Reference Network.

Background and Purpose

Whatcom County Public Works utilizes GPS to assist in mapping activities related to numerous capital and maintenance public works projects.

Washington State Reference Network will transmit live GPS satellite corrections to Whatcom County Public Works for producing survey grade corrections utilizing cell phone connections and survey grade GPS. Furthermore, the Washington State Reference Network eliminates duplication of equipment, software and operational expenditures.

Funding Amount and Source

For the duration of this Agreement, WHATCOM COUNTY shall provide a geodetic grade GPS antenna, per Washington State Reference Network specifications. Cost of approx. \$3,000 from the road fund 10852 – tools and equipment budget item.

Please contact Jesse Allen at extension 6311, if 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
Division/Program: (i.e. Dept. Division and Program)	905900 / Construction
Contract or Grant Administrator:	James P. Karcher, PE, County Engineer
Contractor's / Agency Name:	City of Seattle

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

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

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

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

Is this contract the result of a RFP or Bid process? Contract
 Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: 10852

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):

\$ 3000.00 +/-

This Amendment Amount:

\$ N/A

Total Amended Amount:

\$ 3000.00 +/-

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Washington State Reference Network will transmit live GPS satellite corrections to Whatcom County Public Works for producing survey grade corrections utilizing cell phone connections and survey grade GPS. Furthermore, the Washington State Reference Network eliminates duplication of equipment, software and operational expenditures.

Term of Contract: Not to Exceed

Expiration Date: 5 year agreement

Contract Routing:	1. Prepared by: J. Allen	Date: 1/22/2021
	2. Attorney signoff: Christopher Quinn	Date: 1/26/2021
	3. AS Finance reviewed: M Caldwell	Date: 1/26/2021
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed: City of Seattle	Date: 1/26/2021
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

WASHINGTON STATE REFERENCE NETWORK AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITY OF SEATTLE

This Washington State Reference Network Agreement (the "AGREEMENT") is made and entered into by and between Whatcom County, herein referred to as [" COUNTY"] and the City of Seattle, acting as the Central Processing Center for the Washington State Reference Network by and through Seattle Public Utilities, herein referred to as (the "SPU"). COUNTY and SPU are sometimes referred to individually as the "PARTY" and collectively as the "PARTIES."

RECITALS

- A. Using data from satellites owned by the United States of America, global positioning systems ("GPS") could provide efficient methods for surveying and mapping activities related to utility, transportation and other public capital improvement projects. The speed and accuracy of such technology can be enhanced by linking GPS continuously operating reference stations ("CORS") to a central processing center ("CPC") in a real time GPS network ("Washington State Reference Network" or "WSRN"). Each CORS will transmit live GPS satellite data to the CPC for processing, distribution of real time positioning corrections to members of the WSRN and other authorized users, archiving, and posting on a web page application.
- B. The WSRN was created by SPU as a cooperative effort with other governmental agencies that will operate CORS within the State of Washington and selected reference stations in adjacent states and provinces wherein data from such stations can provide seamless coverage to the borders of Washington State. The WSRN eliminates duplication of equipment, software and operational expenditures, while providing greater coverage and accuracy of real time positioning solutions and data from each CORS. Entities that operate CORS under this Agreement with the SPU are known as "members" of the WSRN.
- C. Each PARTY has determined that cost savings and other public benefits can be achieved if entities, such as the COUNTY, become a member of the WSRN.
- D. For purposes of the development of a sub-network of the WSRN in and around the various regions of Washington State, SPU, WSRN Partners, and other entities in the regions are entering into individual agreements with SPU for connection of each of their respective CORS, and/or CORS that they support.

- E. Many of the WSRN members serve solely as sites hosts, otherwise providing a suitable site on which the WSRN members may construct and operate a suitable GPS sensor, offer a site for an installation, provide power, installation materials and/or labor, or as in this case of this agreement providing the site, power, communications, receiver and antenna.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES agree as follows:

AGREEMENT

1. CENTRAL PROCESSING CENTER (CPC)

- 1.1. The SPU shall own and be responsible, at its expense, for all aspects of the operation and maintenance of the CPC, including without limitation servers, PIVOT and other software necessary for the CPC to accomplish its tasks as set forth in this section 1.
- 1.2. Based on received data streams from a grid of CORS, the CPC will send system information and real-time corrections via cellular connections to WSRN Partners and agents of the academic community via FTP, mobile devices for positioning, locating and navigating with satellites of the GPS. The CPC also shall make data files available for static GPS post processing. All digital products will be made available to COUNTY if requested. COUNTY is NOT responsible for the equipment, configuration thereof of any WSRN user equipment or any aspect of use of any of the digital products derived with any data from the GPS sensor mounted at the CORS site referenced in section 2.1.
- 1.3. SPU shall operate and maintain a web application to display the system status, data generated by PIVOT software for notification of system status, availability, component quality, static data files, and general information.
- 1.4. SPU will provide telephonic Help Desk services, from Monday through Friday, 9:00 a.m. to 3:00 p.m., but only to troubleshoot connections to the CPC servers. The Help Desk will not answer questions concerning individual user hardware or software, surveying or other field data collection methods, commercial cellular connections, system status or monitoring report data that is available from the web application.

- 1.5. The SPU shall provide centralized data logging and archiving, access to CORS logged data files, access to real time corrections via wireless technology, and system monitoring for the WSRN.
- 1.6. The services to be provided by the SPU and described in this section 1 are referred to as the "WSRN Services."

2. CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS)

- 2.1. For the duration of this Agreement, COUNTY shall provide a geodetic grade GPS/GNSS antenna, per WSRN specifications, that WSRN will install to provide live uninterrupted data access to upgrade a CORS station designated as "BBAY" that will be located in Birch Bay. Station "BBAY" will be operated by the WSRN. Station "BBAY" will be at approximately:

Latitude: 48°53'56.49"N
Longitude 122°46'10.33"W

- 2.1.1. The hardware for the CORS, to include the dual frequency GPS receiver, compatible antenna, and serial-to-IP device server (if needed), and any peripheral cables and connectors will remain the property of the WSRN.
 - 2.1.2. The antenna may be deployed temporarily at another CORS site until such time as the BBAY CORS is upgraded.
- 2.2. For the duration of this Agreement, COUNTY may participate with other members of the WSRN in a technical advisory committee to be staffed and administered by the members. This committee may identify solutions, upgrades and other desired enhancements to the WSRN.

3. CPC ACCESS

- 3.1. For the duration of this Agreement, COUNTY, upon request, shall receive unlimited access via up to two specified COUNTY accounts for full WSRN services in exchange for COUNTY'S sponsorship and hosting of said CORS specified in this Agreement.

4. MANAGEMENT; COMPENSATION

4.1. There are no additional costs to COUNTY, other than those incurred in purchasing the equipment that will be loaned to the WSRN for the CORS specified in this agreement.

4.1.1. In exchange for donating the receiver for the CORS specified in this agreement, COUNTY will have full rights to network service accounts as specified in section 3.1.

5. DURATION

The initial term of this Agreement shall be 5 years, commencing upon the date of its execution by COUNTY. The term may be extended by mutual agreement of the parties.

Upon termination of this Agreement, COUNTY shall have no further responsibility to any Party or member of WSRN.

6. NO WARRANTIES; LIMITATION OF LIABILITY

6.1. Use of these WSRN services, if requested, is at COUNTY'S sole risk. The SPU provides WSRN Services on an "as is" basis. Neither other WSRN members, nor the SPU, its officers, employees, vendors, or third-party service providers (collectively as used in this section 6, "SPU") makes any express or implied representation or warranty of any kind with respect to WSRN Services. By way of example and not of limitation, there is no representation or warranty (a) that WSRN Services will be uninterrupted or error free, (b) that the results obtained from using WSRN Services will be accurate, reliable, complete or current, or (c) of merchantability or fitness for a particular purpose. WSRN Services and information related thereto are subject to change without prior notice.

6.2. Neither the SPU nor COUNTY, any third parties COUNTY may have entered into an agreement with for the purposes of establishment, operations and maintenance of a CORS, or other WSRN members, is liable for any damages arising out of or in connection with WSRN Services, including without limitation mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission, or failures of the CORS. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or

consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

7. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement which can not be resolved between the Parties, the dispute shall be settled in the following manner: Each Party to this Agreement shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member to the dispute board who is not employed by or affiliated in any manner with the two Parties to this Agreement. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the Parties hereto.

8. NOTICES

All notices and invoices required in connection with this Agreement shall be in writing and deemed to have been duly given if personally delivered or sent by; mail, fax, United States mail or overnight delivery service, each with proof of receipt, as indicated below or as otherwise indicated in writing by one party to the other.

CITY OF SEATTLE

Seattle Public Utilities
Engineering and Technical
Services Division
PO Box 34018
Seattle, WA 98124-4018
Fax: 206-684-7396
E-mail:
gavin.schrock@seattle.gov

WHATCOM COUNTY

Jesse Allen, PLS
Senior Professional Land Surveyor
Whatcom County Public Works
322 N. Commercial St. Ste. 301
Bellingham, WA 98225-4042
Office: (360)-778-6311
E-mail:
JJAllen@co.whatcom.wa.us


9. OTHER PROVISIONS

- 9.1. Nothing contained herein is intended to, nor shall be construed to; create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the SPU, COUNTY, or their officials, employees, agents, or representatives, to any party not a signatory to this Agreement.

- 9.2. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 9.3. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the PARTIES.
- 9.4. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provision of this Agreement.
- 9.5. This Agreement, including Recitals (which by this reference are incorporated herein) contains the entire agreement of the parties and any representations or understandings, whether oral, written or not incorporated herein are excluded.
- 9.6. The provisions of this Agreement shall be construed as a whole according to their common meaning and consistent with the other provisions herein contained in order to achieve the objectives and purposes of this Agreement. Each PARTY and its counsel (if the PARTY so desires) has reviewed and revised this Agreement. Each PARTY agrees that the usual rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 9.7. Only an instrument in writing, duly executed by both PARTIES, may amend this Agreement.
- 9.8. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

CITY OF SEATTLE

[Sign] 
Tanya Treat
Director
Engineering and Technical
Services Division
Seattle Public Utilities
Date: 01/26/2021

WHATCOM COUNTY

[Sign] See attached Wh Co signature sheet
[Print Name] _____
[Title] _____

Date: _____

WHATCOM COUNTY:

Recommended for Approval:

Department Director

Date

1/27/21

Approved as to form:

APPROVED BY CQ ON 1/26/2021

Senior Civil Deputy Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

By:

Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ____ day of _____, 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
_____.

Signature:



Gavin Schrock (Jan 26, 2021 14:28 PST)

Email: Gavin.Schrock@seattle.gov



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-099

File ID:	AB2021-099	Version:	1	Status:	Agenda Ready
File Created:	01/29/2021	Entered by:	MKeeley@co.whatcom.wa.us		
Department:	Human Resources Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to renew a Collective Bargaining Agreement between Whatcom County and General Teamsters' Local Union 231 Corrections Deputies and Sergeants for the period January 1, 2021 through December 31, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please refer to Staff Memo for background and more information

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Letter of Understanding



MEMO TO: County Council Members

CC: Satpal Sidhu, County Executive
Tyler Schroeder, Deputy Executive

FROM: Melissa Keeley, Employee Relations Manager

DATE: February 9, 2021

SUBJECT: Corrections Deputies and Sergeants Collective Bargaining Agreement 2021

The County and Union have agreed to renew all terms and conditions of the 2019-2020 Collective Bargaining Agreement through 2021 with a few amendments. We are pleased to have reached a quick settlement agreement.

The collective bargaining agreement represents 76 Corrections Deputies and Sergeants in the Sheriff's Department.

Highlights are summarized below:

Wages

- 2.5% cost of living increase for 2021

This amount was reached based on the average of comparable counties and .5% behind the Deputy Sheriff's Guild (Patrol) and Fraternal Order of Police (Sheriff Command Staff), both scheduled for 3% January 2021.

Health and Welfare Benefits

- Monthly County contribution to medical increased from \$1,271 to \$1,291.
- Transition from WTWT Dental Plan B to Dental Plan A.

Other

- The time period for Deputies to meet firearms qualifications extended from 18 months to 24 months.

I'm available to answer any questions at extension 5309 or by email.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Human Resources (HR)
Contract or Grant Administrator:	Melissa Keeley, Employee Relations Manager
Contractor's / Agency Name:	Collective Bargaining Agreement between Whatcom County and Teamsters' Local 231 Corrections
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 #: 201911022	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input 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): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
2021 Extension of 2019-2020 Collective Bargaining Agreement between Whatcom County and General Teamsters' Local Union 231 Corrections Deputies and Sergeants	
Term of Contract: One year	Expiration Date: 12/31/2021

Contract Routing:	1. Prepared by: Melissa Keeley	Date: 1/28/21
	2. Attorney signoff: George Roche	Date: 1/28/21
	3. AS Finance reviewed:	Date: _____
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

**LETTER OF UNDERSTANDING
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
TEAMSTERS LOCAL 231**

This Letter of Understanding is by and between Whatcom County ("the County") and Teamsters Local 231 ("the Union") regarding the Corrections Deputies and Sergeants Collective Bargaining Agreement ("CBA") dated January 1, 2019 - December 31, 2020.

The parties have met, conferred, and bargained as required by law to extend the CBA through December 31, 2021 as follows:

The parties agree to renew all terms and conditions of the 2019-2020 CBA along with the following modifications as provided below:


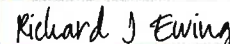
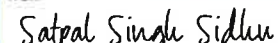
1. Effective January 1, 2021, each wage step in all ranges of the 2020 hourly matrix shall be increased by two and one-half percent (2.5%) and applicable to employees on payroll as of the date of adoption.
2. Section **6.03 Health and Welfare** will be modified as follows:
"The County agrees to make monthly contributions towards the following plans:
 - a. **Medical** – Washington Teamsters Welfare Trust Plan "B".
 - b. **Dental** – Washington Teamsters Welfare Trust Dental Plan "A".
 - c. **Vision** – Washington Teamsters Welfare Trust Extended Benefit Plan.
 - d. **Life** – Life Insurance through a carrier to be selected by the County in the amount of \$50,000.
 - e. **Waiver of Contributions** – Washington Teamsters Welfare Trust Employee 9-month Disability Waiver of Contributions Extension.
 - f. **Plan D Time Loss** – Washington Teamsters Welfare Trust Employee \$100 per week time loss."
3. Section **8.04a(1) County Contribution** will be modified as follows:
For the calendar year 2021, based on the preceding month's hours, the County shall pay the monthly premium cost of \$1,291 to fund the Washington Teamsters Welfare Trust Plan "B" and optional Plan "D" Time Loss Plan.

For the transition to WTWT Dental Plan A effective January 1, 2021, the County will pay the necessary contribution rate required to fund WTWT Dental Plan A for each member of the bargaining unit in December of 2020, based on November 2020 hours.

In the absence of a successor agreement at the end of 2021, for plan year 2022, the County shall pay up to \$1356.00 per month, or the actual cost, whichever is less, to fund the Washington Teamster Welfare Trust Plan "B" and optional Plan "D" Time Loss Plan. There shall be no dynamic status quo increase to the County's contribution rate beyond 2022. In the absence of a successor agreement at the end of 2022, the County shall continue to pay up to \$1,356.00 per month for plan year 2023 and beyond until a successor labor agreement is negotiated.

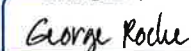
4. Section **12.05c Qualifications Standards** will be modified as follows and will be effective for newly hired employees employed after January 1, 2021 (all employees hired prior to January 1, 2021 will be grandfathered under the previous language in this section): All Deputies shall be Transportation Qualified as an essential element of their job. The parties acknowledge that the current qualification standards require Corrections Deputies to be firearms qualified by the end of their ~~probationary period~~ first 24 months of employment as a Corrections Deputy and all Corrections Deputies must maintain firearms qualification throughout employment, with the exception of Corrections Deputies designated by the Sheriff.
5. The Parties agree to continue negotiations in good faith during 2021 for a 2022 Agreement.
6. Any disputes regarding application of this LOU are subject to the CBA grievance procedure.
7. This LOU may be amended at any time with mutual agreement of the County and the Union.

The foregoing being the agreement of the Parties is in addition to such other provisions in the CBA. This Letter of Understanding shall be effective as of the date of Council approval and shall supersede any conflicting provision in the CBA.

Name	Signature	Date
Karen Goens, HR Manager	 <small>DocuSigned by: 80A0C12F7838481...</small>	1/28/2021
Rich Ewing, Teamsters Local 231	 <small>DocuSigned by: 1F388CD05197472...</small>	1/29/2021
Satpal Sidhu, County Executive	 <small>DocuSigned by: 7373A1F2A59A4FD...</small>	1/29/2021

Approved as to Form:

DocuSigned by:



George Roche, Senior Civil Deputy Prosecuting Attorney

1/28/2021

Date

Date Approved by Council: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-100

File ID:	AB2021-100	Version:	1	Status:	Agenda Ready
File Created:	01/29/2021	Entered by:	MKeeley@co.whatcom.wa.us		
Department:	Human Resources Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and the Washington State Nurses Association for the period January 1, 2021 through December 31, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please refer to Staff Memo for background and more information

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Agreement



MEMO TO: County Council Members

CC: Satpal Sidhu, County Executive
Tyler Schroeder, Deputy Executive

FROM: Melissa Keeley, Employee Relations Manager

DATE: February 9, 2021

SUBJECT: WA State Nurses Association Collective Bargaining Agreement 2021-2022

We completed negotiations for a successor Collective Bargaining Agreement for 2021-2022 representing 21 Public Health Nurses and Nurse Supervisors. We are pleased to have reached a two-year agreement through three bargaining sessions that is within budget authority.

Highlights are summarized below:

Wages

- 0% cost of living 2021
- 1.25% cost of living 2022
- Realignment of Registered Nurse classification and elimination of Steps 1 and 2 for Ranges 23 – 41 to address recruitment challenges

Health and Welfare Benefits

- Transition from self-insured medical plan to WA Counties Insurance Fund Medical

Other

- Rolled the Pilot Program for 0.9 FTE schedule into the agreement as an ongoing opportunity
- Letter of Understanding to allow temporary positions, not funded in the County budget, to work full-time with benefits contingent upon funding, to help respond to the staffing needs of the COVID-19 pandemic

I'm available to answer any questions at extension 5309 or by email.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Human Resources (HR)
Contract or Grant Administrator:	Melissa Keeley, Employee Relations Manager
Contractor's / Agency Name:	Collective Bargaining Agreement between Whatcom County and WA State Nurses Association
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input 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): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
2021-2022 Collective Bargaining Agreement between Whatcom County and the Washington State Nurses Association	
Term of Contract: Two years	Expiration Date: 12/31/2022

Contract Routing:	1. Prepared by: <u>Melissa Keeley</u>	Date: <u>1/28/21</u>
	2. Attorney signoff: <u>George Roche</u>	Date: <u>1/28/21</u>
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

COLLECTIVE BARGAINING AGREEMENT

By and Between

WHATCOM COUNTY, WASHINGTON

and

WASHINGTON STATE NURSES ASSOCIATION

January 1, 2021 – December 31, 2022

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COLLECTIVE BARGAINING AGREEMENT
By and Between
WHATCOM COUNTY, WASHINGTON
and
WASHINGTON STATE NURSES ASSOCIATION

PREAMBLE

This Agreement is by and between Whatcom County, hereinafter referred to as the "County," and the Washington State Nurses Association, hereinafter referred to as the "Association." The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality community public health services, efficiently and economically, by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of employer, employee relations.

ARTICLE 1 - RECOGNITION

1.1 Recognition. The County recognizes the Association as the sole collective bargaining agent representing all full-time and part-time employees working in the collective bargaining unit certified by the Public Employment Relations Commission in Case No. 2704-E-80-522 in those job classifications listed in Addendum A as they currently exist or as they may be amended during the life of this Agreement. Excluded from the bargaining unit are temporary full- or part-time help hired for periods of less than 1040 hours in a calendar year to meet the transient needs of the County with the understanding that employment will be terminated when the County determines the need for temporary help is over. A temporary employee may not be employed by the County for more than 1040 hours in a calendar year.

1.2 Unilateral Changes. The County agrees not to unilaterally change the working conditions, wages, or benefits of bargaining unit employees during the term of this Agreement. This section shall not be a waiver of RCW 41.56 rights. Changes made pursuant to a contractual provision shall not constitute a unilateral change.

1.3 Bargaining Unit Work. Existing bargaining unit work shall be performed by bargaining unit employees. When a new classification is created, the Association will continue to be recognized as the exclusive bargaining representative for employees performing traditional bargaining unit work, unless they are bona fide supervisory or administrative/management positions.

ARTICLE 2 - MEMBERSHIP AND UNION RIGHTS

2.1 Fair Share Membership. The County agrees to direct all communications from employees regarding union membership or payroll deduction to the Association.

2.2 Dues Deduction. The County agrees to deduct Association dues from the wages of employees who have authorized such deductions. The County shall submit the dues to the address and name provided by the Association. The County shall forward any employee

request to stop their payroll deduction to the Association upon receipt.

The Association and all bargaining unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deduction.

2.3 New Hires. The County will provide Association business representatives reasonable access to new employees during work time for up to thirty (30) minutes within thirty (30) days of hire to discuss the Association.

2.4 New Hire Notice to Union. The County agrees to notify the Union biweekly of new hires. Notification will be in writing and include the name, date of hire, classification, work location and phone number.

2.5 Negotiations. Two employees of the bargaining unit shall be allowed paid time off for contract negotiation purposes. If the negotiations continue beyond the employees' regular workday, such employee shall not receive any pay beyond their regular work hours for participating in the negotiations. One additional bargaining unit employee elected to serve on the negotiating committee will, subject to operating efficiency, be released (without pay) from work to attend scheduled negotiating meetings. Such employee may use vacation or personal days to cover time spent at negotiating meetings.

2.6 Bulletin Board. The County shall provide bulletin board space for the use by the Association in areas accessible to members of the bargaining unit.

2.7 Meeting Rooms. The County shall make available to the Association, meeting space, rooms, etc., for the purpose of County-related contract administration and bargaining activities, and where such activities would not interfere with the normal work of the County, provided that bargaining unit employees who attend such meetings shall be on their own time. Upon request, the Association shall use the procedures for requesting space specified in County Policy AD118005Z.

2.8 Distribution of Agreement. The Association will provide copies of this Agreement and related materials to the County for distribution to new employees.

2.9 Rosters. The County agrees to provide the Association and the local unit chairperson with an Excel Spreadsheet attachment to an email on a monthly basis with a complete list of employees covered by this Agreement, as well as employees who have been terminated or have resigned since the last report, including termination/resignation dates. The list will include name, home address, home telephone number, employee number, title, range, step, hourly rate of pay, actual FTE, and division seniority date for each employee listed. The Union shall indemnify the County for any claims arising from the requirement to supply the foregoing information.

2.10 Public Information Requests. The County will provide the Association with notice of any public information request regarding the bargaining unit prior to production.

ARTICLE 3 - MANAGEMENT RIGHTS

The County retains all rights except as those rights are limited by the express provisions of this Agreement. Nothing anywhere in this Agreement shall be construed to impair the rights of the County to conduct all its business and all particulars except as expressly and specifically modified in this Agreement.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.1 Work Schedule. The work schedule shall be set by the County as provided herein. The basic work week shall be forty (40) hours, Monday through Friday. The basic workday will be eight (8) hours. Special programs or unusual circumstances may necessitate work on other days; in such instances, the work week shall be five (5) days out of a seven (7) day period; provided the County shall notify employees at least one week prior to changing their work schedules. Nothing in this Article shall prevent the Health Director from changing work schedules, on a temporary basis, in the event of a bona fide public health emergency, as determined by the Director.

4.1.1 Modifications. Any change to employees' Section 4.1 work schedule shall be mutually agreed upon between the Association and the Executive or designee except in case of an emergency as provided by POL AD110010Z. Such agreed upon modifications to the workweek which result in a reduction of hours shall not be construed to be a "layoff" as provided in Article 16.

4.1.2 Work in Pt. Roberts. Employees who are required by the County to cross the border to Pt. Roberts to perform work will cooperate with their supervisor to adjust their schedule within the week to avoid the payment of overtime. Both parties recognize there may be circumstances where overtime work is unavoidable.

4.2 Overtime. All work performed in excess of the basic workday or scheduled workweek shall be compensated at time and one-half the regular straight-time hourly rate of pay. Payment for such hours worked shall be in wages or in equivalent compensatory time, in accordance with Section 4.9 below. All overtime must be approved in advance by the employee's supervisor, provided that the parties agree to continue the existing practice of allowing nurses to take flex time off at straight-time under circumstances where the employee alters the daily work schedule to accommodate operating needs.

4.2.1 Overtime for Employees Working Less than 1.0 FTE Part-time employees are eligible for overtime as follows:

- The employee is assigned to work outside their scheduled work day in excess of eight (8) hours per day or their scheduled work day, whichever is greater, or
- The employee has worked in excess of forty (40) hours during the workweek.

4.3 Pyramiding. The hour requirements referred to above shall in no manner constitute a guarantee, nor shall there be any pyramiding of overtime.

4.4 Alternative Scheduling. The County and the Association agree to continue

alternative scheduling by mutual agreement (see LOU, item #6) between the Association and the Executive or designee. Such Agreement will provide for no reduction in the effective service to the public and will insure that critical service days are adequately covered by the remaining personnel. The parties will agree to a schedule that does not increase the County's compensation costs and that recognizes the impact of employee illnesses and vacations.

4.5 Flex Time. Upon employee request for a change of schedule and by mutual agreement between the employee and the department head or designee, "flex time" may be used for periodic personal employee matters, to make up doctor or dental appointments, to attend meetings or to perform work on behalf of the County. Such agreements shall provide for no reduction in service to the public and must not increase the County's compensation costs.

4.6 Emergency Callbacks. Emergency callbacks will be compensated at a minimum of two (2) hours to be compensated at time and one-half (1-1/2). When an employee is recalled to work from vacation, the employee shall be guaranteed a minimum of four (4) hours at the overtime rate and no deduction will be made from the employee's vacation balance for a day when the employee is recalled.

4.6.1 Telephonic Response. Employees authorized by their department head or designee to telephonically respond to emergencies, and who do respond between the hours of 9:00 p.m. and 6:00 a.m. shall receive one (1) hour minimum pay per incident at the rate of time and one half.

4.7 Reporting Pay. An employee who reports for work at the time scheduled by the County shall be entitled to pay for the full scheduled workday, even if the County is unable to provide work on the day they report. This reporting pay guarantee does not apply if the County notifies the employee prior to the start of his/her regularly scheduled shift not to report for work through any reasonable communication, taking into consideration the method of communication and the timing of the communication, such as electronically, voicemail, email, radio or television announcements, or in person.

4.8 Absence Due to Adverse Weather. Absence from work due to an employee's inability to report for scheduled work because of severe inclement weather, conditions caused by severe inclement weather or other unusual emergency conditions shall be charged to one of the following in sequential order, unless the employee wishes to designate a specific alternative option:

- a. Compensatory time.
- b. Any accrued vacation leave.
- c. Personal Holiday.
- d. Leave without pay.

An employee has the option of taking leave without pay, instead of having the lost time charged against accruals, provided the departmental payroll clerk is notified before the payroll cutoff date.

Employees approved for flex time under Section 4.5 may use flex time under this section.

4.9 Compensatory Time. Compensatory time may be substituted for payment of one and one-half times the regular hourly pay rate for overtime work, by mutual agreement between the employee and the County, under the following conditions:

4.9.1. Accrual. The employee must request compensatory time in lieu of overtime pay. The County may grant the request, but shall not impose compensatory time upon any employee who has not requested it. Employees requesting compensatory time shall have such request granted up to an accrual of twenty-four (24) hours per calendar year. An employee may accrue no more than 80 hours of compensatory time. Any compensatory hours which would be above the 80 hour limit will be paid. Compensatory time is accrued at the rate of one and one-half hours for each hour of overtime worked.

4.9.2 Usage. An employee will be allowed to use the compensatory time within a reasonable period of time mutually acceptable to the employee and supervisor, so long as such use does not unduly disrupt the operations of the County.

4.9.3 Cashout. By mutual agreement between the employee and County, the employee may cash out accrued compensatory time at the end of each calendar year. The payment shall be calculated on the basis of the employee's regular hourly rate at the time payment is received. Upon termination of employment, an employee shall be paid for unused accrued compensatory time at the employee's current regular hourly rate.

4.10 Breaks. Breaks include two paid fifteen (15) minute rest breaks. A thirty (30) to sixty (60) minute lunch period on the employee's time beginning no earlier than two (2) hours and no later than five (5) hours after the start of the shift or as otherwise required/permitted by law. Employees not able to take a rest or lunch break shall notify their supervisor as soon as possible. Rest and lunch breaks may, at the employee's option, be intermittent. The thirty minute lunch period must be by mutual agreement of the employee and his/her supervisor, except in the case of alternative schedules where service needs must be met. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or workweek. Section 4.2 of this agreement shall apply when an employee is not able to take a rest break.

ARTICLE 5 – HOLIDAYS

5.1 Eligibility Criteria. All full-time and part-time (.5 FTE or above) employees are eligible for holiday pay. To receive holiday pay, an employee must have been in paid status, or on approved voluntary unpaid furlough, the scheduled work day before and after the holiday. "Paid status" is defined as payment of wages for work performed, vacation or accrued sick leave, or other paid leave including income for industrial injury not to exceed twelve (12) calendar months.

5.1.1 Employees Working Less Than 1.0 FTE. Part-time employees are eligible for holiday pay on a pro-rated basis in relation to their currently assigned, but no more

than their budgeted full-time equivalency (FTE).

5.2 Holiday Schedule. The following days shall be considered as holidays with pay under the terms of this Agreement:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	The day after Thanksgiving Day
Memorial Day	The Day before Christmas
Independence Day	Christmas
Labor Day	Personal Holiday

5.2.1 Holiday Timing. If a holiday falls on a Saturday, it shall be observed the preceding Friday; if it falls on a Sunday, it shall be observed the following Monday.

5.3 Holiday Pay. Holiday pay shall be at the employee's regular rate of pay regardless of which day it may fall on.

5.3.1 Working a Holiday. If an employee works on a holiday, he or she shall receive one and one-half (1-1/2) times the regular rate of pay for all hours actually worked. Double time shall be paid for time worked by an employee for all hours beyond the regular work day on a recognized holiday.

5.4 Personal Holiday. Each employee shall receive one personal holiday each calendar year which may be taken by the employee when the schedule is approved by the County. Scheduling for the Personal Holiday must be approved by the County. The personal holiday must be taken during the calendar year and cannot be cashed out upon separation. Employees who receive a personal holiday on January 1 are not entitled to another personal holiday until January 1 of the following year.

5.4.1 Personal Holiday for New Hires. New hires must have been on the County's payroll three (3) calendar months of 80 compensated hours prior to utilizing the personal holiday.

5.4.2 Employees Working Less Than 1.0 FTE. The personal holiday for employees working less than an assigned eight (8) hour schedule shall be prorated based on their currently assigned, but no more than their budgeted full time equivalency (FTE) on January 1 of the calendar year. If an employee working less than full time transfers to a full-time position during the year, the employee will receive a personal holiday in the amount of eight (8) hours on January 1 of the following year.

ARTICLE 6 – VACATIONS

6.1 Eligibility Criteria. Eligible employees shall accrue vacation on a calendar month basis. All full-time and part-time employees regularly scheduled to work at least 80 hours per month are eligible to accrue vacation, provided employees must receive compensation each month, as defined in Article 23.3.

6.1.1 New Employees. New employees may use accrued vacation beginning the first pay period following completion of six months of initial employment.

6.2 Accrual. The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the employee immediately prior to the commencement of the calendar month in accordance with the following chart:

During the Following Years of Service	Hours of Vacation (based on 1.0 FTE)
0-1 years	6.67 hours
2 years	7.34 hours
3 years	8.00 hours
4 years	10.00 hours
5-7 years	11.34 hours
8-9 years	12.00 hours
10 years	13.34 hours
11 years	14.00 hours
12 years	14.67 hours
13 years	15.34 hours
14 years	16.00 hours
15 years	16.67 hours

6.2.1 Employees Working Less Than 1.0 FTE. Employees working less than a full-time schedule shall accrue paid vacation based upon their currently assigned, but no more than their budgeted full-time equivalency (FTE).

6.2.2 Maximum Accrual & Carryover. Employees may accrue and carry forward a maximum of 240 hours vacation on December 31 of any year. Unused vacation in excess of 240 hours shall be forfeited on January 1 of the following year with the following exceptions: an employee whose timely vacation request is denied due to the County's needs, shall be allowed to carry over vacation in excess of the 240 maximum for up to twelve months.

6.3 Scheduling. The County reserves the right at all times to restrict the taking of vacations during peak workload periods or determining the number of employees that may be on vacation at any one time for operational efficiency.

6.3.1 Vacation Requests. Requests for leave shall be in writing and approved in advance in writing by the employee's supervisor. In the event of conflicts between the employee's requests for leave, the employee first requesting leave shall prevail. Vacation may be taken with the County's approval.

6.4 Vacation Pay. All vacation pay shall be based on the employee's regular rate of pay in effect during the time he or she takes a vacation. If a holiday recognized by the Agreement falls on a normal working day during which the employee is on vacation the holiday shall not be counted against the employee's vacation account.

6.5 Termination. An employee who voluntarily terminates or is terminated for cause

shall be compensated for any vacation earned, which they are eligible to take, but not already taken.

6.5.1 457 Contribution. An employee may elect to contribute cashout to a 457 plan if election is made at least two pay periods prior to termination.

ARTICLE 7 – SICK LEAVE

7.1 Eligibility Criteria. To be eligible to accrue sick leave as provided herein, employees must receive compensation each month, as defined in Article 23.3.

7.2 Accrual Rate. Sick leave shall accrue, to all full-time and part-time employees who are regularly scheduled to work at least 80 hours per month and who are compensated at least eighty (80) hours in one (1) calendar month of employment, in the amount of eight (8) hours for each month of employment. In no instance shall sick leave accrue at a rate less than one (1) hour for every forty (40) hours worked.

7.2.1 Employees Working Less Than 1.0 FTE. Part-time employees accrue sick leave on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency (FTE).

7.2.2 Accrual During Paid Leaves. Sick leave shall continue to accrue during paid leaves of absence as long as eligibility criteria is met.

7.2.3 Maximum Carry Over. No employee may carry over more than nine hundred and sixty (960) hours of sick leave from one year to the next; however, there is no cap on how many hours are accrued during the year. Hours in excess of nine hundred and sixty (960) hours may not be cashed out.

7.3 Sick Leave Usage. Employees may use sick leave for absences due to illness (mental or physical), injury, health condition, for diagnosis, care, or treatment or preventive care of such conditions for the employee or the employee's family members.

7.3.1 Family Member. For purposes of this section, family member includes a spouse, a child, a parent, a parent-in-law, a registered domestic partner, a grandparent or grandchild or a sibling of the employee.

a) Child includes biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

b) Parent includes biological, adoptive, de facto, foster parent, stepparent, or legal guardian of the employee, parent of the employee's spouse or domestic registered partner, or a person who stood in loco parentis when the employee was a minor child.

7.3.2 Other Use. Sick leave may be used when the employee's place of business has been closed for any health related reason, or when the employee's child's school or place of care has been closed for health related reasons. Employees may also use

sick leave for absences due to domestic violence, sexual assault or stalking (RCW 49.76.030).

7.3.3 Proof of Illness. The County shall not require verification for absences of three days or less. For absences exceeding three days, the County may require verification that the use of sick leave was for an authorized purpose, provided that the County shall not require that the verification explain the nature of the condition.

7.3.4 Leave Sharing Program. Employees may voluntarily donate up to twenty-four (24) hours of sick leave accruals and up to twenty-four (24) hours of vacation leave accruals each year to employees eligible to receive leave donations under the County's Leave Sharing Program.

7.3.5 Return Rights From Leave of Absence. Employees on extended leave of absence because of illness or injury shall retain the right to return to their original position for a period of one year from the last day for which they have received compensation.

7.3.6 On-The-Job Injury. An employee may use sick leave to offset loss of wages when he or she is injured on the job and is collecting time loss compensation.

7.4 Unused Sick Leave. Any employee shall be entitled to cash upon termination in the amount of twenty-five percent (25%) of their sick leave bank at the time of termination; provided, however, such employee has given at least thirty (30) days' notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause.

7.4.1 457 Contribution. An employee may elect to contribute cashout to a 457 plan if election is made at least two pay periods prior to termination.

ARTICLE 8 - LEAVES OF ABSENCE

8.1 Jury Duty & Civil Leave. Civil leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any federal, state or municipal court when a subpoena compels such testimony and such testimony is in connection with a matter in which Whatcom County is a party. An employee must notify the immediate supervisor prior to taking civil leave and show proof of compulsion. When an employee receives any payment for serving as a juror or witness, such payments must be paid to the County.

8.2 Military Leave. Compensation and benefits during periods of military leave shall be as outlined in state law, USERRA and County policy. Employees must notify his or her supervisor and Human Resources upon notice or receipt of orders requiring an employee to be absent from their job.

8.3 Maternity Leave. Maternity leave shall be granted to any employee for pregnancy and its ending. The provisions of this Section shall be applied consistent with the provisions of RCW 9.02.100 et seq. as amended. Employees on maternity leave not eligible for FMLA shall use their accrued sick leave and vacation leave. Unless the birth mother chooses to

invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement. If additional leave is required, it shall be without pay, for a total of six (6) months, at the discretion of and with prior written approval of the Health Director and Executive or designee. Normally, there would be no extension beyond six (6) months, but under extraordinary circumstances, this period may be extended an additional six (6) months at the discretion of the County. The County may require the employee to submit a letter from her physician stating the date she can return to work without impairing her health. The employee is entitled to return to her former or equivalent position. If leave pursuant to this provision would also qualify as leave under any federal or state statute, including the Federal Family and Medical Leave Act or any applicable Washington state statutes, the period of leave will apply toward the employee's entitlement to leave under any applicable statute.

8.4 Other Leaves of Absence. Any employee may be granted leave of absence without pay for a period of six (6) months at the discretion of and with prior written approval of the Health Director and the Executive or designee. Under special circumstances, the period may be extended an additional six (6) months at the discretion of the County. No leave of absence shall be taken unless the employee has first expended compensatory time, accumulated vacation leave, personal holiday and sick leave, if allowable; provided, this prohibition may be waived upon application to, and at the discretion of, the Executive or designee.

8.5 Return From Leave. Upon return from any authorized leave of absence with pay an employee shall be entitled to the former position or similar position, and there shall be no reduction in seniority, status, or pay. Seniority shall not be credited for leaves of absence without pay. An employee during a leave of absence may continue medical, dental, or life insurance benefits provided such employee makes satisfactory arrangements for payment of such premiums.

8.6 Professional Leave. The County reserves the right to determine the type and amount of professional training the nurses shall receive with pay; provided, that at least four (4) days per nurse per year with pay will be provided to allow employees to attend such professional work related conferences and training programs.

Any employee may be granted an unpaid leave of absence for up to one (1) year for educational purposes not leading to a master's degree, or up to two (2) years for programs leading to a master's degree. All educational leave will be granted only at the discretion of and with prior written approval of the County. The further education sought must be related to the profession of the employee and provide skills that can be utilized by the County. Two (2) months prior to the termination of leave, the employee must confirm in writing to the County the intention to return to work. The employee is entitled to return to her/his former or equivalent position. Seniority shall not accrue during the unpaid leave.

8.7 Domestic Violence Leave. The County provides unpaid leave to employees who are victims of, or who are family members of victims of domestic violence, sexual assault, or stalking, or consistent with the requirements of the Washington Domestic Violence Leave Law (RCW 49.76). Employees can substitute accrued paid leave for unpaid leave.

8.8 Failure to Return. Failure to return from an authorized leave of absence may be grounds for discipline up to and including discharge.

ARTICLE 9 - BEREAVEMENT LEAVE

If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (up to 40 hours) off without loss in pay for bereavement in the death of a spouse, state registered domestic partner, child or parent (including step), of the employee or spouse. Three (3) days off without loss of pay shall be allowed for other immediate family members. Other immediate family members are defined to be: brothers, sisters, grandchildren or grandparents of either the employee or the employee's spouse, including step. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected employee may have up to eight (8) hours of paid time off to attend the funeral or memorial.

For the purposes of bereavement leave only, a "day" is defined as the number of hours an employee is assigned to work for the requested days off (not to exceed forty (40) hours). Employees working less than an assigned eight (8) hour schedule shall receive bereavement leave benefits based on their current assignment, but no more than their budgeted full time equivalency. Employees desiring additional days off without pay or using accrued leave shall make a written request through his or her department head or designee for approval by the County.

ARTICLE 10 - FAMILY LEAVE

10.1 Family Leave. The County will comply with all state and federal laws and regulations, as amended, regarding family and medical leave, including military family leave entitlements and will make copies of the statutes and regulations available upon request. Employees are not required to use accrued vacation time or sick leave before commencing unpaid family leave. Beginning January 1, 2006, once an employee has used a total of twelve (12) work weeks of unpaid FMLA, while employed by Whatcom County, all available vacation accruals and personal holiday must be exhausted during any future FMLA leave before taking unpaid leave.

10.2 Physician Certifications. The County may require physician certifications as permitted by law.

ARTICLE 11 - COMPENSATION AND RATES OF PAY

11.1 Salary Schedules. All bargaining unit employees shall be classified pursuant to Addendum A and paid pursuant to Addendum B, which are made a part of this Agreement by reference. Effective January 1, 2021, each step in all ranges of the 2020 hourly matrix shall remain as is and reflected in Addendum B.

Effective the first full pay period in January, 2022, each step in all ranges of the 2021 hourly matrix shall be increased by 1.25%.

During 2021, should the County provide an increase in wages to any group of employees, represented or non-represented, excluding those subject to interest arbitration, the County shall apply the same wage increase to employees covered by WSNA.

During 2022, should the County provide an increase in wages to any group of employees, represented or non-represented, except for groups subject to interest arbitration, above the increases specified by this Agreement, the parties agree to reopen Article 11.

11.2 Longevity Pay. Effective January 1, 2009, longevity was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

11.3 Premiums

11.3.1 Certification or Advanced Degree. Nurses certified by a nationally recognized specialty nursing association (such as American Nurses Credentialing Center, Certification Board of Infection Control and Epidemiology, or the International Board of Certified Lactation Consultant Examiners) and who utilize such certification because of their employment assignment with the Health Department will be designated as Public Health Nurse (Certified) and paid at the appropriate range (consistent with Addendum A). A Master's Degree in Nursing or Public Health from an accredited college may be substituted for the certification by a nationally recognized specialty nursing association

11.3.2 Orientation. A Public Health Nurse (range 47 and 48) with relevant experience who is assigned to provide orientation and training to a newly hired nurse, or nurse who accepts a position in, or transfers to another program, shall be paid an additional one dollar (\$1.00) per hour while providing orientation or training. The length of the assignment shall be determined by the nurse's Manager.

11.4 Probation. Employees shall be on probation during their first six (6) months of employment. Probationary periods can be extended up to six (6) months with mutual agreement by the Association and the Executive or designee provided the Local Unit Chairperson or designee is notified at least ten (10) calendar days prior to the end of the probationary period.

11.5 Step Increases. Step increases are awarded per Addendum B (based on satisfactory performance) on the first day of the month in which the employee's anniversary/step date falls.

11.6 Electronic Contact. The parties agree that a public health emergent situation may be identified by the Director, or designee, as requiring a bargaining unit member with specific expertise which is otherwise not readily available to remain in electronic contact with the Department. During such periods, assigned employees shall receive \$20.00 per day. Whenever employees respond electronically pursuant to this article, they will also be

compensated the amount set out in Article 4.6.1 – Telephonic response. When employees respond in person, they will also be compensated per Article 4.6 – Emergency Callbacks. To the extent reasonable and practical, employees shall respond electronically as opposed to in person.

ARTICLE 12 - NO STRIKE - NO LOCKOUT

There shall be no work stoppage, slowdown, picketing, boycott, sympathy strike, refusal to cross a picket line, or lockout concerning matters covered by the Agreement for its duration. Any action of the County in closing operations during a riot or civil commotion, for the protection of the property, shall not be deemed a lockout. Notwithstanding the foregoing, it shall not be considered grounds for discipline or discharge for employees to observe a lawful picket line, except when the Health Director has directed a member of the bargaining unit to cross the picket line to perform duties immediately and directly necessary for the protection of public health.

ARTICLE 13 - CLASSIFICATIONS

13.1 Higher Classification. When an employee works in a higher classification for five (5) or more working days, such employee shall be paid at the higher rate of pay.

13.1.1 Training. Section 13.1 shall not apply to employees being trained for the calendar month in a higher classification. During such training, employees shall not be paid above their regular rate of pay.

13.2 Lower Classification. An employee may be temporarily assigned the duties of a lower classification without suffering a reduction in pay.

13.3 New Classification. The County shall give the Association thirty (30) days notice of new classifications. The County shall place employees in a pay range that is consistent with their duties, responsibilities and job content. Disputes regarding proper pay range placement shall be subject to negotiations.

13.4 Split Classifications. Bargaining unit employees who are budgeted to work in more than one classification covered by the collective bargaining agreement shall be paid at the applicable rate for the number of hours worked in each classification. Employees will be compensated for accrual usage and cashout based on their FTE assignment in each classification.

ARTICLE 14 - HIRING AND PROMOTIONS

14.1 Job Vacancies. Whenever it is necessary to fill position vacancies, the following procedure shall be followed:

14.1.1 Job Postings. When vacancies or new jobs occur in positions covered by this Agreement, the County shall post the position and specific details on the County's internal website for a minimum of six (6) working days. Employees may subscribe to receive

immediate notification at the time the posting is published. The County agrees it will continue to make job postings accessible to employees away from the job site.

14.1.2 Preference Filling Vacancies. Preference in filling vacancies and new positions created during the term of this Agreement will be given regular employees having the necessary qualifications, except as restricted by the Layoff and Recall Article of this Agreement. Preference in hiring shall mean that qualified regular employees who apply for such position shall be considered first, and applications from outside the bargaining unit will be considered only if the County decides not to make a selection from employee applicants.

14.2 Promotions. Except for supervisory positions (which the County may fill in accordance with its sole judgment) promotions will be based on meeting of stated qualifications, job knowledge, past performance and seniority. Where stated qualifications, job knowledge and past performance of applicants are relatively equal, seniority will apply.

14.3 Placement On Salary Schedule.

14.3.1 Promotion. In the event of a promotion an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The promotion date shall then become the future date for step increases. Movement to the next higher step follows twelve (12) months' service in the new range. All promotions are subject to a four (4) calendar month evaluation period (six (6) calendar months for supervisory positions).

14.3.2 Reclassification. In the event of a reclassification upward, an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The reclassification date shall then become the future date for step increases.

14.3.3 Position Realignment. The Union may petition the County by August 15 of any year to be effective the following January 1st, for the realignment of positions that meet the conditions defined in this Section. No position shall be realigned more than once during the term of this Agreement. "Realignment" shall mean "change in wage range with no change in duties." For positions to be reviewed the petition must demonstrate at least four (4) matches of the bargaining unit position duties, method of compensation and qualifications to the same position duties, method of compensation, and qualifications in comparable counties or health districts and have an hourly wage that is under the average hour wage of the comparable counties' or health districts positions by at least five (5) percent. Comparable counties or health districts are: Benton, Cowlitz, Kitsap, Skagit, Thurston, Yakima. All comparable counties or health districts where matches exist must be used. Comparisons will be based on the top step hourly wage. Petitions, except those using AWC salary survey data, shall include position job descriptions and wage tables for the comparison counties used in the petition. Once the County determine the data submitted supports the petition that a position requires realignment, affected employees in the position will be placed in a new higher range (one range higher but not more than the top step of the new range or the top step of the top range) in their current step. The effective date of the realignment shall become the step increase date.

14.3.3.1 Additional Considerations. In the administration of section 14.3.3 – Position Realignment, in the event the County identifies a position as one with documented local recruitment and/or retention difficulties then secondary comparables based on closed geographical and sociological issues may be considered.

14.3.4 Temporary License. For employees promoted under a temporary license, the date the employee began performing duties under the temporary license will be the date of reference for step increases, rather than the date of permanent licensure. If the employee is promoted under a temporary license, the employee will receive fifty percent (50%) of the increased rate of pay during the period the employee is working under the temporary license and receive the other fifty percent (50%) of the increased rate of pay upon permanent licensure.

14.3.4.1 Rate for Stipulated Positions. Except as indicated above, graduate ARNPs, Public Health Nurses and Registered Nurses shall be paid two point five percent (2.5%) under the applicable Step 1 rate pending permanent licensure.

14.4 Ability to Cross Border. Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian border. In the event U.S. employees are required to provide documents crossing the border where the cost to the employee would exceed \$100, the County and Association agree to meet and bargain the impact on employees.

ARTICLE 15 - EMPLOYMENT PRACTICES

15.1 Non-discrimination. The County and the Association shall comply with all applicable federal, state, and local laws prohibiting discrimination in employment, except as provided in Article 2, Union Security and applicable law as provided in RCW 41.56. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

15.2 Discipline and Discharge. The County shall take no adverse action against any employee including discipline, discharge or suspension without just cause, provided that a probationary employee (as defined in Section 11.4) may be summarily discharged.

15.2.1 Representation. Employees shall have the right to Association representation at any meeting regarding the discussion of possible disciplinary action affecting the employee. If the employee desires Association representation, said employee shall be provided reasonable time to arrange for Association representation. Prior to such meeting, the supervisor involved shall notify the employee of his or her right to such representation.

15.3 Mileage Allowance. The County agrees to reimburse employees for mileage based on Internal Revenue Service guidelines for the use of their own vehicle while on official County business.

15.4 Personnel Files. The employees covered by this Agreement may examine their personnel files.

15.5 Performance Standards. Any performance standards used to measure the performance of employees shall be fair, just and reasonable and uniformly applied throughout the Department.

15.6 Electronic Funds Transfer. All regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment.

15.6.1 Changes. Changes to a different institution or account require four (4) weeks' notice and can be made no more than once per calendar quarter. The Executive or designee may grant exceptions.

15.6.2 Emergency Cessation. Employees may temporarily stop EFT in emergency situations with at least seven (7) calendar days' notice before a scheduled payday. Employees must restart the EFT within three months. The Executive or designee may grant exceptions.

15.6.3 Implementation. Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

ARTICLE 16 - LAYOFF AND RECALL

16.1 Seniority. The County and the Association agree that seniority (defined as length of continuous service in the Department) shall govern in layoff and recall procedures (i.e., the least senior employee shall be laid off first); provided, that the remaining employees are qualified to perform the available work. This Article shall not apply to any probationary employee. Except as provided in Section 4.1.1, the above procedure shall apply in cases of reduction of hours of any job as well as layoff.

16.2 Notice. Employees shall be given written notice of their pending layoff at least fifteen (15) calendar days in advance of their layoff date. The County agrees that in the event of a layoff or reduction of hours within the bargaining unit, the County will notify the Association to discuss the procedure to be utilized.

16.3 Loss of Seniority. An employee shall lose seniority under this Agreement for the following reasons:

- a. Voluntary termination.
- b. Discharge for cause.
- c. Failure to return to work if first offer of recall to a comparable position is refused.
- d. Layoff for a period exceeding twenty-four (24) months.

16.4 New Employees. No new employees shall be hired by the County until all available employees placed on layoff who are qualified to perform the duties of the vacant position have been offered the position.

16.5 Recall. An offer of reemployment shall be in writing and sent by registered or certified mail to the employee.

16.6 Recall Rights. Employees recalled from layoff shall not forfeit previously accumulated seniority, or unpaid accrued sick leave. Vacation shall begin accruing at the same rate of accrual as at the time the layoff occurred.

ARTICLE 17 - CONFERENCE COMMITTEE

The County and the Association agree to establish a joint Conference Committee consisting of up to three (3) representatives of the unit, including the Association representative, and up to three (3) representatives of the County, including a representative from Administrative Services – Human Resources. The purpose of this Committee is to discuss matters of concern to employees or the County. The Committee shall function in an **advisory** capacity rather than a decision-making capacity and shall be for the purpose of discussing matters of concern to employees or the County and issue resolution. When either party desires to call a meeting of the Committee, they will inform the other party (including the Association representative and Human Resources) in writing, at least one (1) week in advance, stating the subjects they wish to discuss. Discussions shall not be considered commitments on the part of either party unless confirmed as an agreement in writing and signed by the Association and the County.

ARTICLE 18 - RETIREMENT

All employees shall be covered by the Washington State Department of Retirement Systems in accordance with applicable law.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 Procedures. Working days as used in this Article shall be defined as Monday through Friday, excluding paid holidays. Probationary employees shall not be entitled to utilize this Grievance Procedure for any disciplinary actions that are taken by the County. Grievances may be heard on work time where practical and feasible.

The Association shall notify the County as to the identity of the Local Unit Chairperson. The Local Unit Chairperson shall be allowed to administer the terms of this Agreement and investigate grievances on work time where practical and feasible.

Throughout the procedures as set forth in this Article, grievances may be presented by employees, and/or Local Unit Chairperson and/or Association representatives. Grievances of general concern to the bargaining unit may be initiated at Step 2 of this Article.

In the event of any dispute arising as to the interpretation or application of this

Agreement, it shall be handled in the following manner:

Step 1 Complaint

The employee and/or the Local Unit Chairperson shall put the complaint in writing and present it to his or her immediate supervisor within fifteen (15) working days after the employee should have been reasonably aware of the alleged contract violation, or it shall be considered null and void. Every effort shall be made to settle the complaint at this level. If it is not resolved within five (5) working days after submission, the matter may proceed to Step 2.

Step 2 Grievance

The employee, within the next ten (10) working days shall present it personally, or through his or her Association representative, to the Human Resources Manager or designee. If not resolved at this level within the next twenty (20) working days, the Association may refer the dispute to final and binding arbitration as provided below.

19.2 Arbitration. Upon receipt by either the Association or the County of a written request for arbitration of a dispute which has been processed in accordance with the procedures set forth above, representatives of the County and the Association shall attempt to agree upon an arbitrator. In the event no agreement has been reached on the selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified arbitrators from which list the arbitrator shall be selected by alternately striking one name from the list until only one (1) name shall remain. A hearing shall be conducted by the arbitrator as soon thereafter as is practicable. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing and such decision shall be final and binding upon all parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. In all matters submitted to arbitration each party to the arbitration shall bear the entire cost of its own witnesses and representatives. The cost of the arbitrator and all other mutually incurred expenses of the arbitration shall be borne equally by the parties.

19.3 Time Limits. Time limits referred to in this Article must be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

ARTICLE 20 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the County are governed by the provisions of applicable federal and state law. When any provisions thereof are in conflict with, or are different than the provisions of this Agreement, the provisions of said federal or state law are paramount and shall prevail.

ARTICLE 21 - SAVINGS CLAUSE

If any article of this Agreement or any addenda thereto is held invalid by operation of

law or by an tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 22 - CONTRACTING OUT

22.1 Bargaining Unit Work. All bargaining unit work of the County shall be performed by bargaining unit employees except where it can be clearly demonstrated that the required expertise is not available, or when work required for special projects of limited duration cannot be performed without excessive overtime hours, or when the County does not own the equipment necessary to perform the work or such equipment owned by the County is not currently available, or when the production schedule for completion of the work could not be met utilizing currently employed employees on a straight-time basis. The County will not subcontract work normally performed by bargaining unit employees if, at the time the work is initially to be subcontracted, employees are on layoff who are entitled to recall to positions which normally perform such work or the subcontracting would result in the layoff of employees who normally perform such work.

22.2 Contracting Out. Except in emergency situations, if the County proposes to contract out bargaining unit work as described above, the reasons for doing so shall be supplied to the Association with ample time (30 days) for discussion of such decision.

ARTICLE 23 - GROUP INSURANCE

23.1 Health & Welfare. The County agrees to make monthly contributions for employees, their spouses and dependents towards the following plans.

- a) Medical – Washington Counties Insurance Fund (WCIF) Plan 500
- b) Dental – Washington Counties Insurance Fund (WCIF) Standard Plan – Option 3
- c) Vision – WCIF Standard Vision Care Plan

23.1.1 Life Insurance. The County agrees to pay the entire employee only premium for life insurance through a carrier to be selected by the County providing the equivalent of one year's base salary to a maximum of \$50,000 of coverage.

23.1.2 Long-Term Disability. The County agrees to pay the entire employee premium for long-term disability insurance coverage for eligible bargaining unit employees through a carrier to be selected by the County for a plan comparable to the current benefit level.

23.1.3 Change or Modification of Plans. Except as otherwise provided herein, the County and the Association agree that carriers may be changed, or benefits modified upon mutual agreement.

23.2 Medical Plans Contributions.

23.2.1 Medical Plans and Contributions. For plan year 2021, the County

shall contribute one-hundred percent (100%) of the premium cost of the Washington Counties Insurance Fund (WCIF) Medical Plan 500 per month for each eligible employee covering employee only, employee and spouse, or employee and child(ren). For eligible employees who cover employee, spouse, and child(ren), the County will contribute eighty-five percent (85%) of the premium cost; and the employee shall contribute fifteen percent (15%) of the premium cost, via payroll deductions on a pre-tax basis.

For plan year 2022, the County shall contribute one-hundred percent (100%) of the premium cost of the Washington Counties Insurance Fund (WCIF) Medical Plan 500 per month for each eligible employee covering employee only. For eligible employees who cover dependents, the County will contribute eighty-five percent (85%) of the premium cost; and the employee shall contribute fifteen percent (15%) of the premium cost, via payroll deductions on a pre-tax basis. The premium share arrangement described above shall be the dynamic status quo.

Upon request, the County shall meet with the Association to discuss alternatives to the insurance plan described above.

23.2.2 Dental, Vision, LTD and Life Insurance. The County agrees to pay the appropriate monthly premium amounts and such increases as required to maintain the dental, vision, LTD and life benefits listed above.

23.2.3 State Paid Family and Medical Leave Program. Beginning January 1, 2020, eligible employees are covered by the Washington State Paid Family and Medical Leave Program administered by Employment Security under RCW 50A.04.

Eligibility for state paid leave and benefits are independent of this Agreement and premiums are shared between the County and the employee pursuant to the premium rates established by RCW 50A.04.115.

23.3 Eligibility. Contributions will begin on the first of the month following one (1) calendar month of 80 compensated hours of employment. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid leave must equal or exceed payment for 80 hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve months from the date of the injury shall be credited as compensation.

23.3.1 Scheduling Quirk. If an employee fails to receive compensation in any month for 80 hours as required by Article 5, 6, and 7 of the Agreement, and the failure is due to a quirk in scheduling and through no fault of the employee, the individual nevertheless shall be considered eligible for all applicable benefits during the month in question.

23.4 Flex 125. All members of the bargaining unit will be eligible to participate in the County's Flexible Spending Account Plan (Flex 125 Plan).

23.5 Retirement Health Savings Plan. The County agrees to make available to bargaining unit members a Retirement Health Savings Plan in accordance with and as allowed by IRS regulations.

ARTICLE 24 - INDEMNIFICATION

The County agrees to hold harmless employees for all damages, including attorney fees, which they may suffer as a result of lawsuits commenced against them arising out of their activities which are within the scope of their employment for Whatcom County. Should the employee's actions be outside the scope of their employment, or the allegations contained in the complaint allege actions which, if proven, would be outside the scope of their employment; or be intentional torts, then the County will not pay that judgment. In addition, the employee will hire counsel. Whatcom County will compensate the employee for that counsel on a reservation of rights basis. This means, if the allegation contained in the complaint is proven then the County will not pay the judgment and the employee will be responsible for reimbursing the County for its attorneys' fees. However, should the allegation of intentional tort not be proven but merely negligence, then the County will pay the judgment and will not seek reimbursement for the attorney fees.

ARTICLE 25 - DURATION

This Agreement shall be effective on January 1, 2021 except for those provisions of the Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st of December, 2022. At least sixty (60) days prior to the first day of January 2023 either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement.

This Agreement contains the entire understanding and agreement between the parties. Changes to this Agreement, whether by addition, deletion, amendment or modification, must be reduced to writing and executed by both the County and the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9th day of February, 2021.

WASHINGTON STATE NURSES ASSOCIATION

Negotiating Team Member

Negotiating Team Member

WSNA Nurse Representative

WSNA Labor Representative

WHATCOM COUNTY

Whatcom County Executive
Satpal Sidhu

DATE COUNCIL APPROVED:

APPROVED AS TO FORM:

Senior Civil Deputy Prosecutor

**TO THE AGREEMENT
by and between
WHATCOM COUNTY, WASHINGTON
and
WASHINGTON STATE NURSES ASSOCIATION**

Position Title Index

Range	Position
52	P.H. Nurse Supervisor
51	Nurse Practitioner
49	P. H. Nurse II
48	P. H. Nurse (Certification or Advanced Degree per Section 11.3.1
47	P.H. Program Coordinator
47	P.H. Nurse
41	Registered Nurse
36	Care Coordinator
24	Licensed Practical Nurse
23	Community Health Outreach Worker
24	Medical Assistant

ADDENDUM B - WAGES

Wage Matrix Ranges 23 - 41

2021 Hourly Matrix - Effective on Date Adopted by Council

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23			\$18.09	\$18.96	\$19.89	\$20.86	\$21.95	\$22.79	\$22.90	\$23.02	\$23.13	\$23.25	\$23.36	\$23.48	\$23.60
24			\$19.27	\$20.16	\$21.09	\$22.08	\$23.25	\$24.12	\$24.24	\$24.37	\$24.49	\$24.61	\$24.73	\$24.86	\$24.98
33			\$22.43	\$23.54	\$24.67	\$25.87	\$27.16	\$28.18	\$28.32	\$28.46	\$28.60	\$28.75	\$28.89	\$29.04	\$29.18
36			\$23.76	\$24.96	\$26.16	\$27.42	\$28.76	\$29.86	\$30.01	\$30.16	\$30.31	\$30.47	\$30.62	\$30.77	\$30.93
40			\$26.13	\$27.40	\$28.74	\$30.13	\$31.60	\$32.79	\$32.96	\$33.12	\$33.29	\$33.45	\$33.62	\$33.79	\$33.96
41			\$27.96	\$29.32	\$30.75	\$32.24	\$33.81	\$35.09	\$35.26	\$35.44	\$35.62	\$35.80	\$35.97	\$36.15	\$36.33

2021 Monthly Matrix - For Reference Purposes Only

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23			\$3,136	\$3,287	\$3,448	\$3,615	\$3,805	\$3,950	\$3,970	\$3,989	\$4,009	\$4,029	\$4,050	\$4,070	\$4,090
24			\$3,339	\$3,495	\$3,656	\$3,827	\$4,030	\$4,181	\$4,202	\$4,223	\$4,244	\$4,266	\$4,287	\$4,308	\$4,330
33			\$3,887	\$4,081	\$4,276	\$4,484	\$4,707	\$4,884	\$4,909	\$4,933	\$4,958	\$4,983	\$5,008	\$5,033	\$5,058
36			\$4,119	\$4,326	\$4,534	\$4,753	\$4,985	\$5,176	\$5,202	\$5,228	\$5,254	\$5,281	\$5,307	\$5,334	\$5,360
40			\$4,530	\$4,749	\$4,981	\$5,223	\$5,477	\$5,684	\$5,712	\$5,741	\$5,770	\$5,799	\$5,828	\$5,857	\$5,886
41			\$4,847	\$5,082	\$5,330	\$5,588	\$5,860	\$6,082	\$6,112	\$6,143	\$6,174	\$6,204	\$6,235	\$6,267	\$6,298

2022 Hourly Matrix - Effective 1st Full Pay Period January, 2022 (+1.25%)

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23			\$18.32	\$19.20	\$20.14	\$21.12	\$22.23	\$23.07	\$23.19	\$23.30	\$23.42	\$23.54	\$23.66	\$23.77	\$23.89
24			\$19.51	\$20.41	\$21.35	\$22.35	\$23.54	\$24.43	\$24.55	\$24.67	\$24.79	\$24.92	\$25.04	\$25.17	\$25.29
33			\$22.71	\$23.84	\$24.98	\$26.19	\$27.50	\$28.53	\$28.67	\$28.82	\$28.96	\$29.11	\$29.25	\$29.40	\$29.55
36			\$24.06	\$25.27	\$26.48	\$27.77	\$29.12	\$30.24	\$30.39	\$30.54	\$30.69	\$30.85	\$31.00	\$31.16	\$31.31
40			\$26.46	\$27.74	\$29.10	\$30.51	\$31.99	\$33.20	\$33.37	\$33.54	\$33.70	\$33.87	\$34.04	\$34.21	\$34.38
41			\$28.31	\$29.69	\$31.13	\$32.64	\$34.23	\$35.53	\$35.70	\$35.88	\$36.06	\$36.24	\$36.42	\$36.61	\$36.79

2022 Monthly Matrix - For Reference Purposes Only

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23			\$3,175	\$3,328	\$3,491	\$3,661	\$3,853	\$3,999	\$4,020	\$4,039	\$4,059	\$4,080	\$4,101	\$4,120	\$4,141
24			\$3,382	\$3,538	\$3,701	\$3,874	\$4,080	\$4,234	\$4,255	\$4,276	\$4,297	\$4,319	\$4,340	\$4,363	\$4,384
33			\$3,936	\$4,132	\$4,330	\$4,540	\$4,767	\$4,945	\$4,969	\$4,995	\$5,020	\$5,046	\$5,070	\$5,096	\$5,122
36			\$4,170	\$4,380	\$4,590	\$4,813	\$5,047	\$5,242	\$5,268	\$5,294	\$5,320	\$5,347	\$5,373	\$5,401	\$5,427
40			\$4,586	\$4,808	\$5,044	\$5,288	\$5,545	\$5,755	\$5,784	\$5,813	\$5,841	\$5,871	\$5,900	\$5,930	\$5,959
41			\$4,907	\$5,146	\$5,396	\$5,657	\$5,933	\$6,158	\$6,188	\$6,219	\$6,250	\$6,281	\$6,313	\$6,346	\$6,377

Ranges 47 - 52

2021 Hourly Matrix

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
47	\$32.41	\$34.02	\$35.72	\$37.42	\$38.85	\$40.33	\$42.21	\$43.80	\$44.02	\$44.24	\$44.46	\$44.68	\$44.90	\$45.13	\$45.35
48	\$33.86	\$35.48	\$37.17	\$38.87	\$40.32	\$41.82	\$43.70	\$45.34	\$45.57	\$45.80	\$46.03	\$46.26	\$46.49	\$46.72	\$46.95
49	\$34.61	\$36.34	\$38.17	\$39.96	\$41.47	\$43.05	\$45.03	\$46.73	\$46.96	\$47.19	\$47.43	\$47.67	\$47.91	\$48.15	\$48.39
51	\$36.78	\$38.51	\$40.33	\$42.22	\$43.77	\$45.40	\$47.40	\$49.19	\$49.44	\$49.68	\$49.93	\$50.18	\$50.43	\$50.68	\$50.94
52	\$36.53	\$38.37	\$40.24	\$42.15	\$43.76	\$45.44	\$47.50	\$49.32	\$49.56	\$49.81	\$50.06	\$50.31	\$50.56	\$50.82	\$51.07

2021 Monthly Matrix - For Reference Purposes Only

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
47	\$5,618	\$5,897	\$6,192	\$6,486	\$6,733	\$6,991	\$7,315	\$7,591	\$7,629	\$7,668	\$7,706	\$7,744	\$7,783	\$7,822	\$7,861
48	\$5,869	\$6,149	\$6,443	\$6,737	\$6,989	\$7,249	\$7,575	\$7,859	\$7,899	\$7,938	\$7,978	\$8,018	\$8,058	\$8,098	\$8,139
49	\$5,998	\$6,298	\$6,617	\$6,927	\$7,189	\$7,462	\$7,805	\$8,099	\$8,139	\$8,180	\$8,221	\$8,262	\$8,303	\$8,345	\$8,387
51	\$6,375	\$6,675	\$6,991	\$7,317	\$7,587	\$7,869	\$8,216	\$8,526	\$8,569	\$8,611	\$8,655	\$8,698	\$8,741	\$8,785	\$8,829
52	\$6,333	\$6,651	\$6,975	\$7,305	\$7,585	\$7,875	\$8,234	\$8,548	\$8,591	\$8,634	\$8,677	\$8,720	\$8,764	\$8,808	\$8,852

2022 Hourly Matrix - Effective 1st Full Pay Period January, 2022 (+1.25%)

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
47	\$32.81	\$34.45	\$36.17	\$37.89	\$39.33	\$40.84	\$42.73	\$44.34	\$44.57	\$44.79	\$45.01	\$45.24	\$45.46	\$45.69	\$45.92
48	\$34.29	\$35.92	\$37.64	\$39.36	\$40.83	\$42.34	\$44.25	\$45.91	\$46.14	\$46.37	\$46.60	\$46.83	\$47.07	\$47.30	\$47.54
49	\$35.04	\$36.79	\$38.65	\$40.46	\$41.99	\$43.59	\$45.59	\$47.31	\$47.55	\$47.78	\$48.02	\$48.26	\$48.50	\$48.75	\$48.99
51	\$37.24	\$38.99	\$40.84	\$42.74	\$44.32	\$45.97	\$47.99	\$49.80	\$50.05	\$50.30	\$50.55	\$50.81	\$51.06	\$51.32	\$51.57
52	\$36.99	\$38.85	\$40.74	\$42.67	\$44.31	\$46.00	\$48.10	\$49.93	\$50.18	\$50.43	\$50.69	\$50.94	\$51.19	\$51.45	\$51.71

2022 Monthly Matrix - For Reference Purposes Only

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
47	\$5,687	\$5,971	\$6,269	\$6,567	\$6,817	\$7,079	\$7,406	\$7,685	\$7,725	\$7,763	\$7,802	\$7,841	\$7,880	\$7,919	\$7,959
48	\$5,943	\$6,226	\$6,524	\$6,822	\$7,077	\$7,339	\$7,670	\$7,958	\$7,997	\$8,037	\$8,077	\$8,117	\$8,159	\$8,199	\$8,240
49	\$6,073	\$6,377	\$6,699	\$7,013	\$7,278	\$7,555	\$7,902	\$8,200	\$8,242	\$8,282	\$8,323	\$8,365	\$8,407	\$8,450	\$8,491
51	\$6,455	\$6,758	\$7,079	\$7,408	\$7,682	\$7,968	\$8,318	\$8,632	\$8,675	\$8,719	\$8,762	\$8,807	\$8,850	\$8,895	\$8,939
52	\$6,411	\$6,734	\$7,061	\$7,396	\$7,680	\$7,973	\$8,337	\$8,654	\$8,698	\$8,741	\$8,786	\$8,829	\$8,873	\$8,918	\$8,963

ADDENDUM C WSNA ALTERNATIVE WORK SCHEDULE REQUEST

Employee Name: _____

Position: _____

% Full-Time Equivalency (FTE): _____

Proposed Start Date: _____
(must be a prospective pay period)

Please itemize below the schedule you would like to request. This schedule must be mutually agreed upon with your supervisor and have the approval of your supervisor, division manager, director or designee as well as Human Resources. Per Article 4.4 - Alternative Scheduling of the collective bargaining agreement, the requested schedule must not create a reduction in the effective hours of service to the public, critical service days must be adequately covered by the remaining personnel, and this schedule must not increase the department's compensation costs. Once a schedule is agreed upon and been approved, there will be no floating or changing of flex days unless approved by the supervisor to recognize the impact of employee illnesses and vacations. Approval of this request is not a guarantee by the County this schedule will be continued if changes need to be made in order to maintain service to the public or to meet other criteria in Article 4.4. Both parties recognize that alternative schedules are a benefit and must be worked as scheduled.

The schedule submitted below will be utilized to designate a Fair Labor Standards Act (FLSA) work week which is defined as 7 consecutive days with work weeks not to exceed 40 hours per week. Once an FLSA work week is agreed upon and approved there will be no changing of that work week or flex day. Mutually agreed upon adjustments by the employee and supervisor of hours within a work day may be made as long as the adjustment takes place within the same FLSA work week.

Payroll Week	Day	Actual Time at Work (e.g.: 8:00am – 5:00pm)	Time of lunch break (e.g.: noon)	Length of Lunch Break (e.g.: 1 hour)	Total # of Hours Worked per Day
Week #1	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
	Total Per Week				
Week #2	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
	Total Per Week				

	Signature	Date
Employee		
Supervisor		
Division Manager		
Director or Designee		
Human Resources		

ADDENDUM D
COLLECTIVE BARGAINING AGREEMENT
LETTER OF UNDERSTANDING
By and Between
WASHINGTON STATE NURSES ASSOCIATION
and
WHATCOM COUNTY

This is to confirm the following agreements reached during the recent negotiations and is attached to the WSNA collective bargaining agreement identified as "August 6, 2013 through December 31, 2014":

1. Shift Differential. If during the term of the Agreement the County implements a second and/or third shift, it will notify the Association in advance and upon request will meet and bargain about the appropriate shift differential payments for such shifts.

2. Drug Testing. Upon request by the County during the term of the contract, the Association shall meet and enter into negotiations on an alcohol and drug free workplace policy, including drug testing.

3. Benefits Eligibility Requirements. The new eligibility requirement of 80 hours compensated in Article 23, Group Insurance, is not applicable to any employee eligible for group insurance benefits on August 9, 1994.

4. Leaves of Absence. Leaves of Absence without pay may be granted by the Department Head for periods of five or less work days per calendar year. The employee will not be required to have used all paid time off prior to the granting of such leave. Requests for such leave must be made in writing with the period of leave and flex time reconciliation being specified and approved in writing.

5. Alternative Schedules – Existing Practice. The existing process for Alternative Scheduling incorporates the following conditions.

Staff may vary their time from the basic workday or workweek by written mutual agreement between the Director or designee and the employee. Alternative schedules cannot create a situation where the criteria in Article 4.4 is not met nor can the employee work more than:

- 1) 40 hours in a basic workweek (unless written designation of pay weeks is requested and approved per Alternative Work Schedule Request form – Addendum C)
- 2) 80 hours in a pay period, or
- 3) 10 hours in a workday.

Altering schedules for personal or work reasons must have the approval of the employee's supervisor in accordance with Article 4.5 Flex Time.

It is anticipated that alternative schedules currently worked by employees will be continued; however both parties recognize that schedules may need to be changed in order to maintain service to the public or to meet other criteria in Article 4.4. Both parties recognize that alternative schedules are a benefit and must be worked as scheduled.

Addendum E
LETTER OF UNDERSTANDING
JOB SHARE AGREEMENT
WSNA COLLECTIVE BARGAINING AGREEMENT

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called "the County" and the Washington State Nurses Association, hereinafter called "the Association" regarding and attached to the WSNA Collective Bargaining Agreement identified as January 1, 2021 through December 31, 2022.

The purpose of this Letter of Understanding is to confirm our understanding and agreement that two employees may request a job share arrangement. Job share agreements shall not increase personnel costs for the County nor shall they unduly increase administrative burdens for the department or the County. Should the County approve the request, it is understood the employees would be voluntarily electing to share a 1.0 FTE (40 hours per week) position and that the County will not exceed the equivalent of one set of Health & Welfare benefits (medical, dental, vision, life and long-term disability) subject to the following conditions:

VOLUNTARY JOB SHARE AGREEMENT

This fully executed Agreement must be in place prior to commencement of Job Share

JOB SHARE POSITION:	POSITION ID:
DEPARTMENT:	SUPERVISOR:
PARTICIPANT A:	PARTICIPANT B:
HOURS/MONTH:	HOURS/MONTH:
Health & Welfare Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No	Health & Welfare Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No

Agreement.

- Participants acknowledge they have voluntarily elected to equally share a 1.0 FTE position and agree to the conditions outlined in this Agreement.
- Participants together perform the duties of a full-time position. Total hours worked for both will not exceed an average of 173.33 regular hours per month (1.0 budgeted FTE), unless additional hours are designated as extra help hours.

Health & Welfare Benefits.

- Participants are eligible to receive employee-only medical, life and long-term disability coverage as well as family dental and vision benefits, provided they meet eligibility requirements. Should an employee desire family medical coverage, contributions shall be deducted from paychecks.
- Participants who initially opt out of health & welfare benefits for dependents may enroll at a later date if a COBRA qualifying event occurs or during the month of November may elect coverage beginning the following January 1. In these situations, the eligibility

requirements of each benefit plan must be met before coverage becomes effective.

- Participants who elect medical coverage for dependents may elect during the month of November to drop coverage effective the following January 1.
- The County will make contributions to the appropriate health & welfare plans on behalf of employees who are regularly scheduled to work and who are compensated for at least eighty (80) hours per month.
- Participants who have not previously been on health and welfare benefits must meet eligibility requirements in the WSNA Agreement to be eligible for health and welfare benefits coverage. Employees whose health and welfare benefits are being reinstated will be subject to the waiting periods specified in plan documents.

PARTICIPANT ELECTIONS

CHOICES	PARTICIPANT A (initial choice below)	PARTICIPANT B (initial choice below)
I elect medical coverage for my dependents and I will be obligated to pay via payroll deduction the amount established by the County for this coverage.		
I opt out of medical coverage for my dependents.		

Other Benefits.

- Each participant will accrue and use vacation and sick leave based on their agreed upon 0.5 FTE position. Participants can use accrued vacation or sick leave only for days and hours they are regularly scheduled to work.
- Each participant will receive four hours of holiday pay for each holiday where they meet the eligibility criteria in the WSNA Agreement, and each participant will receive four hours of personal holiday each calendar year. During weeks when a holiday occurs, participants must work with their supervisor to assure the required number of hours will be worked and/or compensated that week.
- Accruals will not exceed 0.5 FTE regardless of the number of hours worked. If additional hours are worked, employees will receive compensatory time per the WSNA Agreement.
- Any additional leave (bereavement, etc.) will be no more than one-half the time (in hours) allowed in the WSNA Agreement or state or federal law.
- Participants individually accrue and have full use of seniority rights allowed under the WSNA Agreement.
- To be eligible for leave under the federal Family Medical Leave Act (FMLA), 1250 hours of time must be actually worked during the twelve months prior to the requested leave. Participants understand by entering this Agreement, they are likely forfeiting rights to FMLA.

- Since the 1.0 FTE position is Washington State Department of Retirement Systems eligible, participants and the County will contribute to the retirement system.

Compensation.

- Participants will be paid the appropriate hourly rate for actual hours worked. They will be eligible for step increases based on their individual anniversary date in the position.

Schedules and Breaks.

- Participants' work schedules must be approved by, and may be changed by, their supervisor as provided herein. Article 4.1 "Work Schedule" shall apply except as modified by this Job Share Agreement. It is understood that a job share participant is not routinely required to cover for the other job share participant for vacations and sick leave. However, in the event of an extended absence of one job share participant, the other participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. In such circumstances, the County will, when circumstances permit, explore other staffing measures to reduce the impact on the affected participant.
- Notwithstanding Article 4.10, "Breaks", participants are allowed one paid fifteen (15) minute rest break during each four-hour work period after no more than three hours of work, and during each day where they work five (5) or more hours, they are entitled to an unpaid lunch break of thirty (30) to sixty (60) minutes.

Termination of Job Share.

- Participants understand that if one participant leaves his or her job share position, a new job share agreement must be executed. Upon separation or movement of a job share participant, the County will first offer the 1.0 FTE position to the remaining incumbent. If the participant declines the 1.0 FTE position and desires to continue in a job share arrangement and the department concurs, he or she understands that, during the period of vacancy for the other half of the job share, the remaining participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. No other terms or conditions of this Agreement will change.

Each Job Share Agreement will require signatures of Participant A, Participant B, and the Department Head. The County may, at any time, cancel this agreement after thirty (30) days written notice.

NAME	SIGNATURE	DATE
Participant A		
Participant B		
Department Head		

Copy to WSNA Representative

ADDENDUM F

LETTER OF UNDERSTANDING BY AND BETWEEN WASHINGTON STATE NURSES ASSOCIATION AND WHATCOM COUNTY

PROGRAM FOR 0.9 FTE SCHEDULE

This Letter of Understanding is entered into between Whatcom County, hereinafter referred to as "the County" and Washington State Nurses Association, hereinafter referred to as "the Union" for the purpose of setting forth the terms and conditions of allowing a limited number of employees within the bargaining unit to work a 0.9 FTE schedule.

The County recognizes the possibility that working less than full time may bring higher levels of job satisfaction as well as improve morale, attendance and productivity. The Union desires less than full time employment for a better work-life balance.

The parties, therefore, agree to the following:

1. The .9 FTE Program shall be incorporated into the 2021-2022 collective bargaining agreement.
2. Employees may request to work a .9 FTE part-time schedule. Part-time schedules will be mutually agreed to between the employee and the Director in writing.
3. An employee working a .9 FTE part-time schedule shall not schedule more than forty (40) hours each week.
4. Employees shall receive overtime if they are assigned to work outside their scheduled work day in excess of eight (8) hours per day or their scheduled work day, whichever is greater, or hours worked in excess of forty (40) hours during the workweek.
5. While participating in the .9 FTE Program, employee benefits will be pro-rated based on a 0.9 FTE basis. This means the employee will contribute 10% of the County's cost for medical, dental, and vision coverage.
6. If, from time to time, a participating employee works hours in excess of 0.9 FTE, the employee will not be entitled to receive additional employee benefits, leave accruals, or holiday pay.
7. If an employee elects to return to a full-time schedule, the employee will provide notice at least 30 days prior to converting back to full-time status.

**LETTER OF UNDERSTANDING
TEMPORARY WITH BENEFITS
WASHINGTON STATE NURSES ASSOCIATION**

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and the Washington State Nurses Association, hereafter called "the Union," regarding the Collective Bargaining Agreement January 1, 2021 – December 31, 2022.

The purpose of this Letter of Understanding is to establish the conditions under which an employee may fill a temporary position with benefits under the collective bargaining agreement.

1) Temporaries with Benefits

Because of the unique public health crisis caused by the COVID-19 in 2020-2021, the County has identified the need for temporary positions not funded in the County budget as regular on-going positions. These temporary work assignments are ones which are anticipated at the outset to extend beyond the contract limitation for "temporaries" and anticipated to meet the benefit eligibility threshold of eighty (80) compensated hours per month. Work assignments and special conditions will end on the date specified in the letter of appointment, when the work is completed, or when employment is terminated, unless an extension is specifically agreed to by the County and the Union. Temporary positions are intended to supplement the regular workforce, to reduce overtime and facilitate time off for regular staff during periods of unusual public health situations. Temporary positions shall not be used to supplant regular positions.

2) Union Membership and Benefits Eligibility

Temporaries with benefits may join the union in accordance with 2.1 Fair Share Membership and 2.2 Dues Deduction of the CBA.

Upon completion of eligibility requirements, temporaries with benefits will become eligible for Health and Welfare benefits in accordance with Article 23 of the CBA.

Temporaries with benefits will be eligible for paid leave in accordance with:

- Article 5 – Paid Holidays
- Article 6 – Vacations
- Article 7 – Sick Leave

3) Pay & Other Conditions of Employment

The Health Department will determine the rate of pay for temporaries with benefits with the concurrence of the A.S. Human Resources Manager or designee based on the nature of the duties performed. Overtime will be for work performed in excess of forty (40) hours in a pay week, regardless of the number of hours worked per day.

Such temporary positions with benefits will NOT be eligible for other terms and conditions of employment under the CBA including, but not limited to:

- Regular employment status
- Step Increases
- Seniority
- Longevity
- Paid and unpaid leaves of absence (other than those described above)
- Special pay (such as daily overtime, out-of-class, call-in, emergency telephonic response, etc.)

- Bidding for positions posted within the bargaining unit, although nothing prohibits temporary employees from applying for such positions
- Grievance procedures and arbitration except as such grievances relate to the leaves of absence as described above.

4) **Posting**

Positions filled under this Letter of Understanding will be concurrently posted internally and externally as temporarily funded positions. The time frames and other conditions of Article 14, Hiring and Promotions, of the CBA will not apply to these postings.

5) **Regular Positions**

If a current temporary with benefits is selected to fill a regular, budgeted County position, the period served as a temporary with benefits will apply toward health & welfare benefits eligibility if there has been no break in service and if allowed by current benefit plans. If appointed to a regular position, vacation accruals will commence at the "0-1" year level.

6) **Non-Precedent Setting**

This Letter of Understanding will not be considered precedent setting to any other matter of concern raised by WSNA, employees, or the County under the CBA.

7) **Termination**

Either the employee or the County can end the employment relationship outlined in this Letter of Understanding without notice or reason.

8) **Cancellation**

This Agreement is intended to last no longer than the duration of the COVID 19 crisis. However, either party may cancel this agreement at any time following thirty (30) days written notice to the other.

Name	Signature	Date
Karen S. Goens, Human Resources		
Mike Sanderson, WSNA Labor Rep.		
Satpal Sidhu, County Executive		

Approved as to Form:

Senior Civil Deputy Prosecuting Attorney

Date

DATE COUNCIL APPROVED: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-219

File ID:	AB2020-219	Version:	1	Status:	Agenda Ready
File Created:	05/13/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	02/09/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/19/2020	Council	DISCUSSED	
06/02/2020	Council	DISCUSSED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/23/2020	Council Special Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	
07/07/2020	Council Committee of the Whole	DISCUSSED	
07/21/2020	Council Committee of the Whole	DISCUSSED	
08/05/2020	Council Committee of the Whole	DISCUSSED	
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	
11/24/2020	Council Committee of the Whole	DISCUSSED	

Agenda Bill Master Report Continued (AB2020-219)

12/08/2020	Council Committee of the Whole	DISCUSSED
01/12/2021	Council Committee of the Whole	DISCUSSED
01/26/2021	Council Committee of the Whole	DISCUSSED

Attachments: Vaccine Access Info for 1.26.2021



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-102

File ID:	AB2021-102	Version:	1	Status:	Agenda Ready
File Created:	02/02/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	02/09/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion of Council appointment of Jeffrey Callender to the Business and Commerce Advisory Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached letter from Don Goldberg, Port of Bellingham

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Letter from Port of Bellingham, Letter to Callender



January 5, 2021

Jill Nixon, Legislative Coordinator II
Whatcom County
Boards and Commissions
311 Grand Avenue, Suite 105
Bellingham, WA 98225

Dear Jill,

As you know, the Regional Economic Partnership (REP) at the Port of Bellingham is responsible for coordinating and facilitating the Whatcom County Business and Commerce Advisory Committee.

We are writing to ask for assistance in identifying if our current education sector representative, Jeff Callandar, will be continuing in his role on this committee in 2021. We are also very concerned for his health and well-being as we have had no contact with Mr. Callander since August 2019 despite over 20 emails to him from either myself or REP staff (minimum of two emails per month to the group for agendas and minutes purposes) and at least half a dozen direct voice messages from myself inquiring about his health and participation.

During 2020, the Business and Commerce Committee met a total of seven times (January, February, July-December 2020). Jeff was not in attendance for either the first two in-person meetings or the five Zoom meetings. He also did not submit contact information designating a proxy to attend meetings in his place, which the Business and Commerce Committee approved as a committee bylaw in August 2020. He also has not responded to the Outlook calendar invite for the scheduled 2021 meetings.

In 2019, the Business and Commerce Committee met a total of eleven times (all months but December) and Jeff was in attendance twice, in May 2019 and August 2019.

We would very much like for Jeff to continue in this role if he would like and would like to reiterate our deep concern for his well-being. As you know, the education sector comprises a critical component of Whatcom County's economy and as such we need an active committee member (and proxy) in this role.

If Jeff is no longer interested in participating, we would like to open the education position for applications. Please advise next steps.

Many thanks!

Sincerely,

Don Goldberg, Director
Regional Economic Partnership
Port of Bellingham

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE

311 Grand Avenue, Suite #105
Bellingham, WA 98225
(360) 778-5010

**COUNCILMEMBERS**

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

WHATCOM COUNTY COUNCIL

January 21, 2021

F. Jeffrey Callender
9121 Pintail Loop
Blaine, WA 98230

Dear Mr. Callender:

On July 10, 2018, the Whatcom County Council appointed you to the Business and Commerce Advisory Committee, representing higher education. The Advisory Committee is an active and important partner in reviewing regulations and policies that could impact local businesses, industry, and economic development. Regular participation by its members is important to its success. The representative of higher education provides necessary perspective and an important voice on the Committee.

The County and the Advisory Committee hope you will continue to be an active member on the committee. I understand that the last meeting you were able to attend was in August 2019. If you would like to continue to serve on the Advisory Committee, or if you feel you're unable to continue to participate, please notify either the County Council Office or Don Goldberg by February 2 (contact information below).

- County Council Office: 360-778-2010, council@co.whatcom.wa.us
- Don Goldberg: 360-676-2500, DGoldberg@portofbellingham.com

If there is anything we can do to help facilitate your continued participation on the Committee, please let me know.

Respectfully,

Barry Buchanan, Chair
Whatcom County Council

c: Whatcom County Councilmembers
Dana Brown-Davis, Clerk of the Council
Don Goldberg, Port of Bellingham
Correspondence file

BB/jkn



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-097

File ID:	AB2021-097	Version:	1	Status:	Agenda Ready
File Created:	01/29/2021	Entered by:	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Discussion		
Assigned to:	Council Planning and Development Committee			Final Action:	
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of a proposed ordinance adopting amendments to Whatcom County Code Title 15 (Buildings & Construction) to adopt by reference the 2018 editions of the International Building and other related codes

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of a proposed ordinance adopting amendments to Whatcom County Code Title 15 (Buildings & Construction) to adopt by reference the 2018 Editions of the International Building, Residential, Mechanical, Fuel Gas, Existing Building, Fire Codes, and the National Fuel Gas, Washington State Energy, Uniform Plumbing, & Liquefied Petroleum Gas Codes, and the 1997 Uniform Code for the Abatement of Dangerous Buildings, as amended as set forth herein, as required by RCW Chapter 19.27

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Ordinance, Exhibit A



Memorandum

TO: The Honorable Whatcom County Council
The Honorable Satpal Sidhu, County Executive

FROM: Curtis Metz, Building Services Division Manager
Cliff Strong, Senior Planner

THROUGH: Mark Personius, Director, Planning and Development Services

DATE: January 29, 2021

SUBJECT: Adoption of the International Building, Fire, & Associated Codes

Purpose

As required by RCW Chapter 19.27, to adopt by reference, with certain amendments, the Washington State Building Code Council approved versions of the:

- 2018 International Building Code
- 2018 International Existing Building Code
- 2018 International Swimming Pool and Spa Code;
- 2018 International Residential Code
- 2018 International Fire Code
- 2018 International Mechanical Code
- 2018 International Fuel Gas Code
- 2018 Uniform Plumbing Code
- 2018 Washington State Energy Code
- 1997 Uniform Code for the Abatement of Dangerous Buildings
- And certain Americans with Disabilities Act provisions

Each of these has certain amendments, exclusions, and/or appendices proposed for adoption (or exclusion), and a complete referenced list is found in Exhibit A, §15.04.010 (Adoption of Referenced Codes).

Background

Every three years the International Code Council updates the international building and related codes to provide updated information, code language, and changes to previous codes to provide a reasonable level of safety, public health, and general welfare through structural strength, means of egress, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment. The updated codes are released and publicized by the ICC on the 1st of January every code cycle year. The codes are then reviewed and amended by the Washington State Building Code Council, a process taking approximately one year. The Washington State Amendments are then released and publicized around the 1st of January and then scheduled to be adopted on the 1st of July of that year. These codes and amendments are required to be adopted by the cities and counties per RCW 19.27 and go into effect the date designated by the State Building Code

Council. The cities and counties follow suit and have their amendments to the new codes adopted at the same time or as close as possible of the effective date of the new codes.

However, the 2018 codes have taken a slightly different path. The typical adoption date of July 1, 2019, was pushed back to July 1, 2020, by the State Building Code Council (SBCC). On April 2, 2020, by Proclamation 20-40, the Governor extended the code effective date from July 1, 2020, to November 1, 2020. On June 26, 2020, the SBCC extended the code effective date to February 1, 2021. On January 15, 2021 there was a motion passed by the SBCC to move the adoption date back again to July 1, 2021. This was followed up by public announcements from the BIAW, BIAWC, and the Washington State Energy Code Council. On January 19, 2021, this motion was repealed by Governor Inslee, and the adoption date was moved back to February 1, 2021.

During this past winter, during the COVID-19 pandemic, the Washington State Energy program has been creating and publishing online trainings and webinars available on their WEB site for training. They have also updated all the energy code worksheets and compliance check sheets to the 2018 codes, which support the adoption date of February 1, 2021.

The 2018 Codes, including the 2018 Washington State Energy Code, therefore went into effect on February 1, 2021. However, cities and counties can amend the administrative provisions of the 2018 Codes to suit their particular operational or procedural needs.

Proposed Whatcom County Title 15 Amendments to the 2018 Codes

Clean-Up & Reorganization

Most of the amendments to Title 15 have to do with cleaning it up. There's a lot of outdate references, text, position titles, bad grammar, etc. The main cleanup changes are:

- **Definitions** – We have moved all definitions to one section (15.04.012). We did this because there were multiple locations of definitions of the same word and in some instances defined differently. Staff has been slowly (as we progress through various code amendments) moving all definitions of each title into one section, with the long-term goal of creating one chapter or title for all WCC definitions so that they can be made and kept consistent across the all the codes. This way if a definition needs to be updated it only needs to be updated in one spot.
- **IFC Appendix B** – Appendix B of the International Fire Code, as currently adopted, is an almost total re-write; only five short sections (paragraphs) of the original appendix has been maintained. However, users have to go back and forth between that appendix and our code to see what actually applies. We have now just incorporated those few sections into our own modified version of Appendix B and are proposing to adopt it in its entirety.
- **Whatcom County Development Standards (WCDS)** – Title 15 currently contains certain descriptions of measurements, geometrics, and exhibits for roads and emergency apparatus access. However, there have been amendments to the WCDS that were not amended in Title 15, which has created inconsistent standards. To ensure consistency, we are proposing to delete these actual standards from Title 15 and just refer to the "Whatcom County Development Standards and Drawings, Chapter 5 (Roads & Related Work)."

We are proposing a couple of policy changes, though:

- **Tiny Homes Definitions** – Council has expressed an interest in amending our codes to better allow for tiny homes. The 2018 IRC has addressed the topic of Tiny Homes by creating Appendix Q which provides requirements on minimum construction sizes and clearances to maintain fire and life safety features. Though most changes will come through amendments to Titles 20

(Zoning) and 21 (Land Division) later this year, we are adding definitions of tiny homes to Title 15 so that the terms will be synonymous between all codes.

- **SFR Openings in Fire-Rated Walls** – We have added a new exception to IFC Appendix B, §B105.3 that allows one opening in a fire-rated wall that is constructed to reduce fire areas in order to reduce fire flow requirements as regulated by the IFC. Single family residences (SFRs) require fire flow of 500 GPM @ 20 psi for 1 hour when they exceed 4,000 sf. If there is no fire hydrant available that meets these requirements, the fire flow requirement can be reduced by 100% if an NFPA 13-D automatic sprinkler system is installed throughout the entire building. As the code is written now, once the size of the structure exceeds 8,000 sf it would require sprinklers throughout and fire flow would be required as stated in Table B105.1 of the IFC. If a hydrant is not available to meet the fire flow requirements, a water tank, pump, and hydrant would need to be constructed on-site. To mitigate the cost of constructing a fire flow system, a 2-hour fire-rated wall can be constructed within the SFR to create two “separate” buildings with calculated fire flow areas of less than 8,000 sf. For SFRs, this wall is typically constructed between the garage and living space. According to the IFC no such openings are allowed in fire walls constructed to reduce fire flow areas to create two separate buildings. This requirement makes sense when talking about industrial, commercial, public, or other buildings where the general public is allowed. However, an SFR is typically less hazardous than such buildings, does not have the general public present, and the occupants are familiar with their surroundings, thus greatly reducing the potential for the loss of life in this type of structure. The IBC allows fire-rated openings in fire-rated walls that separate buildings or occupancies, but does not address fire flow requirements. Using construction requirements from the IBC to construct fire-rated openings in fire-rated walls, we are proposing this exception to address some of the larger homes we have in Whatcom County. We are proposing only one opening be allowed and have capped the size of the entire building to 10,000 sf as the fire flow requirements increase above that size.

Staff Recommendation

Staff recommends that the Council adopt Ordinance No. _____, amending WWC Title 15 (Building & Construction) to adopt the 2018 International Building and associated Codes, as amended, as shown in Exhibit A of the ordinance.

PROPOSED BY: _____
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO WHATCOM COUNTY CODE TITLE 15 (BUILDINGS & CONSTRUCTION) TO
ADOPT BY REFERENCE THE 2018 EDITIONS OF THE INTERNATIONAL BUILDING, RESIDENTIAL,
MECHANICAL, FUEL GAS, EXISTING BUILDING, FIRE CODES, AND THE NATIONAL FUEL GAS,
WASHINGTON STATE ENERGY, UNIFORM PLUMBING, & LIQUEFIED PETROLEUM GAS CODES, AND THE
1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, AS AMENDED AS SET FORTH
HEREIN, AS REQUIRED BY RCW CHAPTER 19.27**

WHEREAS, the State Building Code Council has updated and amended the State Building Code by adopting the International Codes, 2018 Edition, with modifications; and,

WHEREAS, RCW Chapter 19.27 requires local jurisdictions to administer and enforce the State Building Code within the unincorporated areas of its boundaries; and,

WHEREAS, RCW 19.27.040 allows local jurisdictions to adopt appropriate modifications and/or amendments to the State Building Code; and,

WHEREAS, some identified modifications and/or amendments to the State Building Code as it applies to Whatcom County are desirable for various reasons; and,

WHEREAS, the local adoption of the referenced codes will promote and protect the health, safety, and welfare of occupants or users of buildings and structures and the general public, and will fulfill the state-mandated enforcement obligation; and,

WHEREAS, the Whatcom County Council held a public hearing on February 23, 2021 to review findings and staff recommendations and to consider any public testimony and written correspondence regarding this matter.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

Section 2. Staff is authorized to work with Code Publishing to correct and update any cross-references made ineffective by these amendments.

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 _____, 2021.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED as to form:

() Approved () Denied

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Exhibit A: 2018 Building Codes Update

Title 15 BUILDINGS & CONSTRUCTION

Chapter 15.04 Building Codes

15.04.010 Adoption of Referenced Codes.

Whatcom County hereby adopts the following codes, as amended by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 RCW or successor, for the purpose of establishing rules and regulations for the construction, alteration, ~~removal~~relocation, enlargement, replacement, repair, demolition, equipment, use and occupancy, location, ~~and maintenance, removal, and demolition of every~~ of buildings and structures, or any appurtenances connected or attached to such buildings or structures, including permits and penalties.

- A. The ~~2015~~2018 International Building Code (IBC), including the ~~2015~~2018 International Existing Building Code (IEBC), 2018 International Swimming Pool and Spa Code (ISPSC), Appendix B, except as amended per Ordinance No. 2007-024, Board of Appeals, and including Appendices C, E, and J, as published by the International Code Council, hereinafter referred to as the IBC, as modified by Chapter 51-50 WAC or successor, and as amended in WCC 15.04.015, 15.04.020, and 15.04.050, ~~is hereby adopted by reference.~~
- B. The ~~2015~~2018 International Residential Code (IRC), including Appendices E, G, ~~and K~~, and Q as published by the International Code Council, hereinafter referred to as the IRC, and as modified by Chapter 51-51 WAC or successor and as amended in WCC 15.04.030 and in WCC 15.04.050, ~~is hereby adopted by reference~~ with the following additions, deletions and exceptions; provided, that Chapters 11 and 25 through 42 of this code are not adopted.
- C. The ~~2015~~2018 International Fire Code (IFC), including Appendix A, except as amended per Ordinance No. 2007-024, (Board of Appeals); Appendices B, C, and D and most current supplements, as published by the International Code Council, hereinafter referred to as the IFC, as modified by Chapter 51-54A WAC or successor, and as amended in WCC 15.04.040 and 15.04.050.
- D. The ~~2015~~2018 International Mechanical Code (IMC), including Appendix A, as published by the International Code Council, hereinafter referred to as the IMC, as modified by Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.
- E. The ~~2015~~2018 International Fuel Gas Code (IFGC), as published by the International Code Council, hereinafter referred to as the IFGC, as modified by Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.
- F. The standards for liquefied petroleum gas installations shall be the ~~2015~~2018 Edition of NFPA 58 (Liquefied Petroleum Gas Code) and the ~~2015~~2018 Edition of ANSI Z223.1/NFPA 54 (National Fuel Gas Code), adopted by reference in Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.
- G. ~~Except as provided in RCW 19.27.170, the~~ ~~2015~~2018 Uniform Plumbing Code (UPC), the ~~2012~~2018 Uniform Plumbing Code Standards (IAPMO/ANSI UPC 1-2018), and/or all current referenced standards, and including Appendices A, B, C, and I, as published by the International Association of

Plumbing and Mechanical Officials, hereinafter referred to as the UPC, as modified by Chapter 51-56 WAC and as amended by WCC 15.04.050 or successor.

- H. The rules adopted by the Washington State Building Code Council establishing standards for making buildings and facilities accessible and usable by the physically disabled or elderly persons as provided in Chapter 51-50 WAC, IBC Chapters 10 and 11, IBC Appendix E₂ and ICC/ANSI A117.1 2009 or successor.
- I. The ~~2015~~2018 Washington State Energy Code, per Chapter 51-11C WAC; (Commercial Provision), Chapter 51-11R WAC; (Residential Provisions), and appendix chapters or successor, hereinafter referred to as the WSEC, promulgated by the State Building Code Council.
- J. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, or successor.
- K. Design data for Whatcom County shall be per WCC 15.04.030(E) ~~(item no. 1)~~ Climatic and Geographic Design Criteria.

15.04.012 Definitions.

The following words shall have the following meanings in this Title and throughout the codes adopted in §15.01.010:

“Administrative Authority” is the Department of Planning & Development Services, the Building Services Division, and the Whatcom County Building Official.

“Agricultural Building.” Livestock shelters or buildings, including shade structures and milking barns; poultry buildings or shelters; barns; storage of equipment and machinery used exclusively in agriculture; horticultural structures, including detached production greenhouses and crop protection shelters; sheds; grain silos; and stables. (IBC Appendix C, Group U-Agricultural Buildings)

“Agricultural Processing Building and/or Facility.” Buildings/facilities where agricultural products are cooled, frozen or dried, and packaged in their otherwise unaltered, primary state for shipping to distribution sales outlets. Agricultural processing buildings/facilities may include conveyors, refrigeration equipment and rooms, other applicable processing or environmental mechanical equipment, offices, employee facilities, restrooms, product and product packaging storage, loading docks, and similar applicable accessory appurtenances.

Although agricultural processing buildings/facilities are determined by Whatcom County to be a Group U occupancy for purposes of determining fire flow requirements, they represent a more intensive use than agricultural buildings, based on the typical number of personnel (even if seasonal), type of equipment, and typical operations. Appropriate, applicable health, fire, and life/safety codes and regulations will be applied in the review process of these buildings/facilities.

Cooking, modifying, altering, combining, and/or other secondary food processing/ manufacturing is not considered agricultural processing. The primary use for this type of processing is determined to be a Group F occupancy per applicable provisions of the IBC and other adopted codes and regulations

“Building Official” is the Director of the Department of Planning & Development Services or his/her designee. See WCC 15.04.015 (Department of Building Safety).

“Building Site” is any site proposed for the location of a manufactured home, including sites within mobile home parks.

“Critical Areas” means those resource and hazard areas as designated in WCC 16.16 (Critical Areas).

“Director” means the director of the Whatcom County Department of Planning and Development Services, or his/her designee.

“Fire Chief.” Whenever the term Fire Chief is referenced in this code it shall mean Whatcom County Fire Marshal (Fire Code Official) or his/her designee, as identified in IFC §103, except as stated in IFC §104.11 and/or where the Fire Marshal has delegated a specific responsibility to the Fire Chief of a given fire district by verbal, written, and/or historic agreement.

“Fire Code Official.” Whenever the term Fire Code Official is referenced in this code it shall mean Whatcom County Fire Marshal, or his/her designee, as identified in IFC §103.2 and as amended per WCC 15.04.040.

“Fire-Flow.” The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for firefighting.

“Fire-Flow Calculation Area.” The floor area, in square feet (m²), used to determine the required fire flow.

“HUD” is the Federal Department of Housing and Urban Development.

“Installer” shall either be the owner or a State licensed mobile home installer.

“Manufactured Home” means a structure designed and built to comply with the Washington State Department of Labor and Industry’s rules and regulations for Manufactured Homes and Commercial Coaches. It is also defined and cross-referenced per the current adopted edition of the IRC, §R202 (Definitions, MANUFACTURED HOME).

“Mobile Home” is a transportable, factory-built dwelling unit constructed prior to June 15, 1976 (prior to enactment of National Manufactured Housing Construction & Safety Standards [NMHCSS] Act of 1974).

“Ordinary High Water Mark”: The mark or line on all lakes, rivers, streams, and tidal water that will be found by examining the beds and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland in respect to vegetation as that condition existed on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with approved development; provided, that in any area where the OHWM cannot be found, the OHWM adjoining saltwater shall be the line of mean higher high tide and the OHWM adjoining fresh water shall be the line of mean high water. For braided streams, the OHWM is found on the banks forming the outer limits of the depression within which the braiding occurs.

“Permanent Foundation” means concrete blocks on a concrete footing or slab, or other approved engineered foundation systems.

Tiny Home. A tiny home is a single-family dwelling unit that is 400 square feet or less in floor area (excluding sleeping lofts). There are two types of tiny homes as described below. Any other form is considered a recreational vehicle.

1. Site-Built Tiny Home. A tiny home built on-site on a permanent foundation that meets the minimum requirements of the International Residential Code (IRC), including provisions of Appendix Q, and is reviewed and inspected by Whatcom County.
2. Manufactured Tiny Home. A factory-built tiny home bearing a certification tag from the Washington State Department of Labor and Industries (L&I) or other approved third party inspection agency stating it is approved for use as a single-family residence per the current

Comment [CES1]: Amended to that in the SMP

Comment [CM2]: This definition matches the definition in appendix Q in the IRC. The size is also consistent with the definition of a park model in WAC 296-150P-00200.

edition of the International Residential Code (IRC) or Housing and Urban Development (HUD) requirements. Manufactured tiny homes usually have wheels and a chassis when they come out of the factory, and typically have the wheels removed prior to placing it on its manufacturer-approved foundation.

15.04.015 Department of Building Safety.

Comment [CES3]: Moved to 15.04.020(A)

Section 103 is amended as follows:

103.1 Creation of Enforcement Agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The Department of Building Safety is hereby referred to as the Building Services Division of the Whatcom County Planning and Development Services Department (WCPDS).

103.2 Appointment. The Department Director is the Building Official. The Director may appoint an alternate designee at his/her discretion.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a Deputy Building Official, the related technical officers, inspectors, plans examiners and other employees. Such employees shall have powers as delegated by the Building Official.

15.04.016 Project Permit Review Procedures.

All applications for project permits shall be reviewed and processed in accordance with WCC Chapter Title 22.05 WCC (Land Use and Development), except as otherwise stated within this title. Appeals of this Title's fire and building code requirements shall be made to the Board of Appeals per current building code. The Hearing Examiner shall be the appeal body for appeals of non-fire and building code requirements associated with project permits required by this Title.

15.04.020 Amendments to the International Building Code (IBC).

A. IBC §103 is amended as follows:

§103.1 Creation of Enforcement Agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The Department of Building Safety is hereby referred to as the Building Services Division of the Whatcom County Planning and Development Services Department (WCPDS).

§103.2 Appointment. The Director of Planning and Development Services is the Building Official. The Director may appoint an alternate designee at their discretion.

§103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a Deputy Building Official, the related technical officers, inspectors, plans examiners, and other employees. Such employees shall have powers as delegated by the Building Official.

Comment [CES4]: Moved from 15.04.015

B. IBC §104 is amended as follows:

The IBC is amended as follows:

Section §104.1; (General); is amended with the following additional language:

~~For matters related to flood review of building permits The Building Official defers to WCC Title 17, (Flood Damage Prevention), and WCC Chapter 16.16 (Critical Areas) shall control per associated requirements of the Endangered Species Act (ESA), to be administered by Public Works, River and Flood Division, for all matters related to flood review of building permits.~~

~~In Section §104.11, (Alternate Materials, Design and Methods of Construction), the last sentence is amended as follows:~~

~~Where the alternative material, design, or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved, when a determination request is submitted to the Building Official in writing.~~

C. IBC §105 is amended as follows:

1. ~~Section §105.1, (Required), is amended to include the following:~~

~~§105.1.3 Commercial project proposals require pre-screening for a waiver (from pre-application meeting) or a pre-application meeting prior to permit application submittal. Pre-screening may be waived at the discretion of the Building Official for minor projects such as simple signs, single unit small equipment foundations, and projects of similar minor scale and impact. Information and document submittals for the purposes of waiver or pre-application are not intended to meet the standard for a complete permit application and do not constitute project vesting. However, information, requirements, and conditions received by the applicant(s) and/or their agents or consultants for a given project proposal, as part of the waiver or pre-application process, will be considered vested, regardless of change of adopted codes or regulations, if a complete permit application is received within 30 consecutive days from the date of waiver or pre-application meeting. Such information, requirements, and conditions are not intended or represented as a complete or comprehensive list of project requirements. Significant changes in the scope of a project proposal may require additional screening for another waiver or pre-application meeting.~~

~~§105.1.4 Whatcom County (the County) may require that a covenant or agreement be recorded against the deed(s) applicable to the location and/or operation of a given project to inform future property owners of the current restrictions or approved land uses. The County may draft the covenant or agreement upon whatever terms the County in its discretion deems proper.~~

~~§105.1.5 A coordinated master site plan (MSP), demonstrating consistency in the layout of the project proposal with all applicable regulatory requirements, is required to be submitted by the applicant and/or project design professional in substantial charge prior to permit issuance. In general, a coordinated MSP will be required for projects exceeding a construction value of \$200,000.00, but may be required for any project the Building Official deems necessary. County staff will review the site plan(s) in the application file for regulatory conflicts and discrepancies prior to plan check. County staff will notify the applicant and/or design professional of identified conflicts or discrepancies to be reconciled. The master site plan may be one page which incorporates all applicable regulatory review overlays when practical. It may also include multiple overlay pages for readability purposes provided they have been verified by County staff~~

for regulatory consistency. Once the coordinated MSP has been reviewed and approved, application review processing will continue.

§105.1.6 A state licensed contractor may obtain a permit, as required by the mechanical and plumbing codes, through mail-in applications for work not exceeding \$10,000 valuation and not requiring plans and specifications and not in conflict with state or local zoning and environmental policies and with the prior approval of the Building Official.

§105.1.7 The applicant shall fill out in full the forms furnished for that purpose, and attach thereto the full amount of moneys that are required for fees as required in the respective codes. The application shall contain all information necessary ~~to for~~ the lawful enforcement of the provisions of the respective codes. The applicant shall file all forms with applicable fees.

§105.1.8 No person, firm, partnership, corporation, or other entity shall perform work as provided herein until such time as they receive verification of approval of their application by the ~~county~~ Building Official and have been given written notice of a valid permit.

2. ~~Any violation of this chapter shall be cause for the Building Official to revoke the mail in applications privilege of the violator. Upon written notice of revocation, all provisions of the mechanical and plumbing codes superseded by this chapter shall resume in full force and effect as to the person or industrial plant whose application has been revoked.~~

2. ~~Section §105.2;~~ (Work Exempt from Permit); is amended ~~read to read~~ as follows:

Building:

1. ~~One-story detached, non-habitable occupied~~ accessory structures without basements, used as tool and storage sheds, playhouses, and similar uses, provided that:
 - a. ~~1.) The floor area building footprint~~ does not exceed 120 square feet. ~~{(11 sq. m)}~~ measured outside wall to outside wall;
 - b. ~~2.)~~ Accessory structures maintain a minimum separation of 10 ~~{ten}~~ feet [3,048 mm] between exterior walls, and a minimum separation of ~~8-6 {eight}~~ feet [2438 mm] between eaves of adjacent buildings on the same property; ~~and~~
 - c. ~~3.) provided that~~ The accessory structures meet all applicable setback requirements;
 - d. ~~4.)~~ The maximum wall height is 10 feet (3,048 mm);
 - e. ~~5.)~~ The maximum building height is 11 feet 6 inches (3,505 mm); and;
 - f. ~~5.)~~ The maximum eave overhang is 24 inches (610 mm).
- ~~1-2.~~ Fences not over 7 feet (2,134 mm) high.
- ~~2-3.~~ Retaining walls that ~~are do not retain more than over~~ 4 feet (1,219 mm) ~~of unbalanced back fill~~ in height differential measured from the lower finished ground level and the upper finished ground level ~~bottom of the footing to the top of the wall~~, unless supporting surcharge, or grades exceeding a 1:3 slope above or below the wall or impounding Class I, II, or IIIA liquids.
- ~~3-4.~~ Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L); ~~a~~ And the ratio of height to diameter or width does not exceed 2 to 1.
- ~~4-5.~~ Sidewalks, walking surfaces, and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and are not part of an accessible route.

Comment [CES5]: Deleted, as it makes no sense as a penalty, especially since we're moving to electronic submittals.

- ~~5-6.~~ Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
- ~~6-7.~~ Temporary motion picture, television, and theater stage sets and scenery.
- ~~7-8.~~ Prefabricated swimming pools installed entirely above-ground and accessory to a Group R-3.
- ~~8-9.~~ Shade cloth or soft cover structures constructed for nursery or agricultural purposes and not including service systems.
- ~~9-10.~~ Swings and other playground equipment.
- ~~10-11.~~ Window awnings in Group R-3 and U occupancies; supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
- ~~11-12.~~ Non-fixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches (1,753 mm) in height.
13. Bridges, box culverts, and similar passageway structures built over depressions or obstacles, hereinafter referred to as bridges, are structures and ~~may be deemed as exempt~~ therefore not exempt per IBC Section §105.2, except as interpreted and quantified in Building Services Division Code Interpretation #2002-05. All other b Bridges shall be designed and constructed per the current adopted Whatcom County Development Standards (WCDS), Chapter 5, (Road Standards), ~~Section §513, (Bridges and Associated Retaining Walls),~~ and per applicable portions of IFC ~~Section §503.~~ Bridges constructed as a requirement or condition of subdivision or short subdivision approval, per ~~Whatcom County Land Division Regulations, WCC Title 21 (Land Division Regulations),~~ and which must receive final approval from the Public Works Technical Administrator, shall be deemed by the Building Official to have met the permit requirements per IBC ~~Section §105.~~ The Technical Administrator is designated as the County Engineer, per WCDS, Chapter 5, (Road Standards), ~~Section §502.~~
- 12-14. Temporary construction site office and storage structures placed at a permitted job site during construction may be allowed on a temporary basis and shall be removed upon final approval of the construction and prior to issuance of the certificate of occupancy. A temporary construction site office or storage structure is a portable structure for which the primary purpose is to securely house equipment and supplies, and which may serve as a temporary office during construction of a project
3. ~~Section §105.3, (Application for Permit),~~ is amended to ~~include~~ replace the first paragraph with the following:
To obtain the permit, the applicant shall first file an application in writing on a form provided by the Department and shall include all items as stated in the Department's Administrative Manual. Such applications shall:
4. ~~Section §105.5, (Expiration),~~ is amended to include the following:
§105.5.1 Land Disturbance permits issued for grading activity shall expire if work authorized is not commenced within 180 days of issuance unless a phased plan has been approved by the ~~Technical Administrator~~ Director. The ~~Technical Administrator~~ Director is authorized to grant one extension of 180 days if the request is submitted prior to expiration of the permit. The extension shall be requested in writing and justifiable cause(s) demonstrated. If the project is located within a Water Resource ~~special management area~~ Protection Overlay

District (WCC 20.71) or the Lake Whatcom Watershed Overlay District (WCC 20.51), and which are subject to seasonal clearing activity limitations, the extension shall begin at the commencement of the construction season, pursuant to WCC 20.80.735 (Water Resource Special Management Areas).

§105.5.2 Grading permits also expire and become invalid when the total approved volume has been placed into or excavated from the approved area.

5. Section §107.2, (Construction Documents), is amended to include the following:

§107.2.7 Construction documents may be submitted in Standard English or Metric measurement. However, the Building Official may require, at his/her discretion, that any Metric construction documents be converted by the applicant to Standard English measurement, which then may be submitted independently or in tandem with Metric documents.

6. Section §109.6, (Refunds), is amended to include the following policy:

§109.6.1 The refund policy applies to the current editions and amends the respective Sections of the IBC, Section §109; IRC, Section §R108.5; IFC, Section §113.5; IMC, Section §106.5.3; IFGC, Section §106.6.3; and UPC, Section §103.4.5, as adopted per WCC 15.04.010.

§109.6.2 The Building Official may authorize refunding any fee hereunder which was erroneously paid or collected at 100%.

§109.6.3 The Building Official may authorize refunding of not more than 80% of the fee paid for a building permit when no work has been done under a building permit issued in accordance with the current editions listed in this policy.

§109.6.4 The Building Official may authorize refunding of not more than 80% of the plan review fee paid when an application for a building permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

§109.6.5 The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

7. Section §113, (Board of Appeals), is amended as follows:

Appeals related to grading activity, per Appendix J and as amended per Section WCC 15.04.020 (Subsection B), ~~which that~~ include, are associated with in any way, or promulgated within any regulated critical areas, ~~(see per WCC Chapter 16.16)~~ are according to the provisions of WCC Sections 16.16.280 (Appeals) and 16.16.285 (Penalties and Enforcement) and shall be the decision of the Whatcom County Hearings Examiner.

~~B-D.~~ Appendix J, (Grading), is adopted and amended as follows:

1. ~~IBC Section §104.101.1, (General)~~, is amended ~~per this subsection B, to including~~ an additional paragraph to read as follows:

§101.3 The Director of the Planning and Development Services ~~Department or the Director's designee also referred to herein as the Technical Administrator~~, is hereby authorized and directed to enforce the provisions of IBC Appendix J, (Grading), ~~including as amended herein WCC Chapter 15, Section 15.04.020. The Technical Administrator/Director~~

shall have the authority to render interpretations of the amended Appendix and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of amended Appendix J. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in amended Appendix J.

2. ~~The following definitions are added to Section §102.1, Definitions:~~ is amended to add the following sentence: Words not defined herein shall be as defined in WCC 15.04.12 (Definitions).
 - i. ~~EARTH MATERIAL: Any rock, natural soil or any combination thereof.~~
 - ii. ~~CRITICAL AREAS: The following areas as regulated under WCC 16.16 shall be regarded as critical areas along with associated buffers identified under WCC 16.16:~~
 - iii. ~~Geologically hazardous areas.~~
 - iv. ~~Frequently flooded areas.~~
 - v. ~~Critical aquifer recharge areas.~~
 - vi. ~~Wetlands.~~
 - vii. ~~Fish and wildlife habitat conservation areas.~~
 - viii. ~~ORDINARY HIGH WATER MARK: The mark on all lakes, rivers, streams and tidal water that will be found by examining the beds and banks and ascertaining where the presence and action of waters are so common and usual and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland in respect to vegetation.~~

Comment [CES6]: All definitions moved to 15.04.012

3. The following shall be added to Section §103.1:

Upon receipt of a fill and grade permit application on properties within 500 feet of a site known to contain archaeological resources that are outside of the Shoreline Management Program Jurisdiction (WCC Title 23) and/or the Point Roberts Special District (WCC 20.72), the County shall notify the applicant that the project's location is within an archaeologically sensitive area and Federal, State and Tribal Laws and Regulations pertaining to cultural resources may apply.

Grading permit expiration is per WCC 22.05.140 (Expiration of Project Permits) ~~IBC Section 105.5 as amended.~~

4. The numbered exemption list of Section §103.2, (Exemptions), is amended as follows:
 1. Grading in an isolated, self-contained area, provided there is no danger to the public, ~~and~~ that such grading will not adversely affect adjoining properties or critical areas; ~~and further provided that the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23); and that~~ fill does not exceed 250 cubic yards; and is associated with a residence authorized by a valid building permit.
 2. Excavation for construction of a structure permitted under this code, provided that said construction has been duly reviewed for compliance with the Whatcom County Shoreline Management Program (WCC Title 23) and the Whatcom County Critical Areas Ordinance (WCC 16.16).
 3. Cemetery graves.

4. Refuse disposal sites controlled by and appropriately permitted in accordance with other regulations.
5. Excavations for wells or trenches for utilities, provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and there are no adverse impacts to critical areas.
6. Mining, quarrying, excavating, processing, or stockpiling rock, sand, gravel, aggregate, or clay controlled by other regulations, provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and such operations do not affect the lateral support of, or significantly increase stresses in soil on adjoining properties, or adversely impact critical areas.
7. Exploratory excavations performed under the direction of a registered design professional provided that said excavations have been duly reviewed for compliance with the Whatcom County Shoreline Management Program (WCC Title 23) or critical areas ~~ordinance regulations (WCC Chapter 16.16).~~
8. A fill less than 1 foot in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope) or less than 3 feet in depth, not intended to support structures, that does not exceed 50 cubic yards on any one lot, and does not obstruct a drainage course or otherwise impact critical areas, provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program.
9. Exemptions listed per WCC 20.80.733 (Land Clearing Exemptions).
5. The following requirements are added to §1104.2, (Site Plan Requirements):
 1. In addition to the provisions of ~~Section §107~~, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work, and show in detail that it complies with the requirements of this code.
 2. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this code.
 3. The plans shall show erosion control types and locations, natural features (slopes, streams, wetlands, ponds, etc.), forested or treed areas, ditches, culverts, wet areas, flow directions, critical area boundaries, the Ordinary High Water Mark (OHWM) of any water body regulated by the Whatcom County Shoreline Management Program, and any other information deemed necessary by the Building Official.
6. §1104.3, (Geotechnical Report), is amended as follows:
 When required by the ~~Technical Administrator~~ Director, a geotechnical report ~~prepared by a registered design professional~~ shall be provided consistent with WCC 16.16.375 (Geologically Hazardous Areas – Review and Reporting Requirements). ~~The report shall contain at least the following:~~
~~The nature and distribution of existing soils;~~
~~Conclusions and recommendations for grading procedures;~~
~~Soils design criteria for any structures or embankments required to accomplish the proposed grading;~~
~~Where necessary, slope stability studies, and recommendations and conclusions regarding site geology; and~~

~~Unless approved by the Technical Administrator, a building permit shall not be issued on approved fills without an engineered soils report and proof of supervised, monitored placement by the registered design professional.~~

~~Additional information may be required at the discretion of the Technical Administrator.~~

~~The Technical Administrator may require a geotechnical report be prepared by a registered design professional to determine the quantity of unpermitted fill brought to a site without a valid permit, as required by this chapter.~~

~~Exception: A geotechnical report is not required where the Technical Administrator determines that the nature of the work applied for is such that a report is not necessary.~~

7. Add the following as ~~Section §104.5,~~ (Surface Mining Report):

Grading permit plans associated with surface mining shall be consistent with a surface mining reclamation plan as required and approved by the Washington Department of Natural Resources.

15.04.030 Amendments to the International Residential Code (IRC).

- A. ~~In Section §R104.11 (Alternative Materials and Methods of Construction and Equipment),~~ the last sentence is amended as follows:

Where the alternative material, design, or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved, when a determination request is submitted to the Building Official in writing.

- B. ~~Section §R105.1, (Required),~~ is amended as follows:

§R105.1.1 Whatcom County ~~(the County)~~ may require that a covenant or agreement be recorded against the deed(s) applicable to the location and/or operation of a given project to inform future property owners of the current restrictions or approved land uses. The County may draft the covenant or agreement upon whatever terms the County in its discretion deems proper.

- C. ~~Section §R105.2, (Work Exempt from Permit),~~ is amended to read as follows:

1. One-story detached, non-habitable accessory structures without basements, used as tool and storage sheds, playhouses, and similar uses, provided that:

- a. The building footprint does not exceed 200 square feet (18.6 sq. m) measured outside wall to outside wall;
- b. Accessory structures maintain a minimum separation of 10 feet [3,048 mm] between exterior walls, and a minimum separation of 6 feet [2438 mm] between eaves of adjacent buildings on the same property;
- c. The accessory structure meet all applicable setback requirements;
- d. The maximum wall height is 10 feet (3,048 mm);
- e. The maximum building height is 11 feet 6 inches (3,505 mm); and,
- f. The maximum eave overhang is 24 inches (610 mm).

~~1. One-story detached, non-occupied, accessory structures without basements, used as tool and storage sheds, playhouses and similar uses, provided that 1.) the floor area does not exceed 200 sq. ft. [18.58 sq. m] and 2.) provided that accessory structures meet all applicable setback requirements.~~

2. Fences not over 7 feet (2,134 mm) high.
3. Retaining walls that ~~are~~ do not retain more than ~~over~~ 4 feet (1,219 mm) of unbalanced back fill in height differential measured from the lower finished ground level and upper finished ground level ~~bottom of the footing to the top of the wall~~, unless supporting a surcharge, or grades exceeding a 1:3 slope above or below the wall or impounding Class I, II, or IIIA liquids.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L); ~~And~~ the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks, walking surfaces, and driveways not more than 30 inches above grade and not over any basement or story below.
6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
7. Above ground pre-fabricated pools ~~that are less than 24 inches deep, or as per the 2018 International Swimming Pool/Spa Code (ISPSC).~~
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall ~~which that~~ do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
10. Uncovered decks not exceeding 200 square feet (18.58 sq. m) in area, that are no more than 30 inches (762 mm) above grade at any point, not attached to a dwelling or accessory structure, and do not serve the exit door required by Section ~~§~~R311.4.
- ~~10.~~11. Flag poles not over 25 feet (7,620 mm) in height. Flag poles must meet property line set backs.

- D. ~~Section In §R105.3, (Application for Permit), the first paragraph is replaced with is amended to include the following:~~

To obtain the permit, the applicant shall first file an application in writing on a form provided by the Department and shall include all items as stated in the Department's Administrative Manual.
Such application shall:

- E. ~~Table §301.2 (Climatic and Geographic Design Criteria) R301.2(1), Design Data for Whatcom County,~~ is amended as follows:

1. Figure R301.2(6) shall be interpreted using Table 1, below.
- ~~1. Ground Snow Load Table, January 1997:~~

Table 1. Ground Snow Load, January 1997

Whatcom County	Approx. Average Elevation (feet above mean sea level)	Revised Ground Snow Load (psf)	Revised Roof Snow Load (psf)
Acme	310	22	25
Bellingham	100	15	25
Blaine	45	16	25
Deming	210	24	25
Diablo	910	100	100
Ferndale	60	20	25
Glacier	900	74	74
Lawrence	145	24	25
Lynden	103	24	25
Maple Falls	643	77	77
Mt. Baker Ski Area	4,200	588	588

Whatcom County	Approx. Average Elevation (feet above mean sea level)	Revised Ground Snow Load (psf)	Revised Roof Snow Load (psf)
Newhalem	510	129	129
Nooksack	84	24	25
Sumas	36	24	25
Wickersham	310	28	28
Kendall	460		50
Paradise	460		50
Pt. Roberts	120		25

2. ~~Footnotes~~ Notes on Table 1 Ground Snow Load:

- a. Any proposal can challenge the above design load with engineer or architect stamped and signed calculations and criteria.
- b. Buildings where the roof snow load exceeds 30 psf may require architect or engineer review.
- c. Recommendations are valid for the recognized central area of each regional designation.
Building Services reserves the right to adjust the roof snow load based on building location and/or criteria per the 2012 IBC and/or the most current edition of the Snow Load Analysis for Washington.

3. Other design criteria shall be as follows:

- a. Wind Speed (mph): IRC – Vult = 110 mph [Figure R301.2(4)B]. Vult = IBC Risk Category 1 – 100 mph [Figure 1609.3(3)]; IBC Risk Category II – 110 mph [Figure 1609.3(1)]; IBC Risk Category III and IV – 115 mph [Figure 1609.3(2)].
- b. Seismic Design: Zone D0/D1; Design Category D (See IBC §1613 and/or ASCE 7)
- c. Subject to Damage from Weathering: Moderate
- d. Frost Line Depth: 18" (west of longitude 122° 54' 30", approximately at mile post 35 of State Route 542, Mt. Baker Highway)
- e. Termite: None
- f. Decay: Moderate
- g. Winter Design Temp: 19° F
- h. Ice Shield Underlayment Req.: No
- i. Air Freezing Index: 260
- j. Mean Annual Temperature: 48° F

~~E.F.~~ IRC Appendix E, (Manufactured Homes), is entirely replaced with the following:

This chapter is enacted as an exercise of the police power of the County for the benefit of the public at large. It is not intended to create a special relationship with any individual, or individuals, nor to identify and protect any particular class of persons.

The purpose of this chapter is to provide minimum standards to safeguard life or limb, health or property, and public welfare, by regulating and controlling the installation of manufactured homes on building sites within the county.

It is not the intent of this chapter to impose liability upon the County for failure to perform any discretionary act. Rather, it is the intent of this chapter to place the obligation of complying with its requirements upon the installer. Nothing contained in this chapter shall be construed to relieve from or to lessen the responsibility or liability of any person for injury or damage to

persons or property caused by or resulting from any defect of any nature in any manufactured home installation work performed by said person or in any manufactured home installation equipment owned, controlled, operated, or used by him/her; nor shall Whatcom County, or any officer, agent, or employee thereof, incur or be held as assuming any liability by reason or in consequence of any permission, certificate of inspection, inspection, or approval authorized herein, or issued or given as herein provided, or by reasons or consequence of any things done or acts performed pursuant to the provisions of this chapter.

1) SCOPE

This chapter sets forth rules and regulations to regulate and control the installation of manufactured homes on building sites, establishes an administrative procedure for the issuance of permits, and provides for the inspection of manufactured home installations.

2) DEFINITIONS

Words shall be as defined in WCC 15.04.12 (Definitions).

- ~~a. ADMINISTRATIVE AUTHORITY is the Department of Planning & Development Services, the Building Services Division, and the Whatcom County Building Official.~~
- ~~b. BUILDING OFFICIAL is the Director of the Planning & Development Services Department or his/her designee. See Section 15.04.015.~~
- ~~c. BUILDING SITE is any site proposed for the location of a manufactured home including sites within mobile home parks.~~
- ~~d. HUD is the Federal Department of Housing and Urban Development.~~
- ~~e. INSTALLER shall either be the owner or a State licensed mobile home installer.~~
- ~~f. MANUFACTURED HOME means a structure designed and built to comply with the Washington State Department of Labor and Industry's rules and regulations for Manufactured Homes and Commercial Coaches. It is also defined and cross referenced per the current adopted edition of the IRC, SECTION R202, Definitions, MANUFACTURED HOME.~~
- ~~g. MOBILE HOME is a transportable, factory built dwelling unit constructed prior to June 15, 1976 (prior to enactment of National Manufactured Housing Construction & Safety Standards [NMHCSS] Act of 1974).~~
- ~~h. PERMANENT FOUNDATION means concrete blocks on a concrete footing or slab, or other approved engineered foundation systems.~~

3) GENERAL INSTALLATION REQUIREMENTS

- a. Manufactured homes installed on building sites shall be installed in accordance with the provisions of this chapter and all applicable local, state, and federal codes, ordinances, and statutes.
- b. Manufactured homes shall be installed in compliance with the manufacturer's installation recommendations or according to NCSBCS/ANSI A225.1-1994; (Permanent Foundation Requirements). The manufacturer or dealer shall send ~~two~~ copies of its approved installation recommendations to the purchaser of the manufactured home and. ~~Two~~ copies shall be submitted with the building permit application.
- c. No person, firm, partnership, corporation, or other entity may install a manufactured home unless ~~he/s~~he owns the manufactured home, or is a licensed manufactured home installer.

- d. All manufactured home installations shall comply with the requirements of the IRC ~~Section R403.1.7.3, (Foundation Elevation)~~, and with the following:
- i. On graded sites, the top of any exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved drainage device a minimum of 12 inches plus 2 percent. The Building Official may approve alternate elevations, provided it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site.
 - ii. The following provisions shall be made to prevent standing water under and around a building or structure prior to the final inspection:-
 - A. The finished grade and elevation under the building shall be above the ground drainage flow of the land around the building to prevent surface or sub-surface water from draining to the space under the building, provided that other approved alternates such as drain tile, exterior grading to a point lower than the interior drainage of the building or an approved sump pump may be used, and provided further that the alternate method to be used shall be shown on the building plans.
 - B. An approved sump pump system shall in no case be connected to the sanitary sewer system. In all instances where a drainage or sump pump system is installed under the structure there shall be provided, in the foundation wall, an access crawl hole which shall be no more than 20 feet from the main drain cleanout.
 - C. To facilitate the drainage of water, the building site shall have at least a 2% gradient towards approved drainage facilities from building pads. However, this may be waived by the Building Official provided that the permittee can demonstrate that due to the nature of the site this would be impractical and that an approved alternate will be used.
 - ~~e.D.~~ If water appears under the building within a period of 12 months after the final inspection of the building or structure, the builder shall be responsible for providing the drainage of the same, and provided further that the builder has not complied with the requirements of ~~Section §1804.7~~ herein, concerning drainage. Thereafter, the owner of the building shall be responsible for providing drainage of the same, except where owner and builder agree otherwise.
 - ~~f.e.~~ In those areas that are recognized as floodplains by the Washington State Department of Ecology or the Department of Homeland Security, or hazardous because of the probability of earthquakes, ground slides, avalanches, or high winds, the Building Official may set requirements that are necessary to lessen the hazards. Manufactured homes installed on sites that are sloping or have poor drainage shall be installed in accordance with installation recommendations, provided by a professional engineer or architect licensed in the state of Washington.
 - ~~g.f.~~ Manufactured homes in a floodplain must be installed per the applicable provisions of Whatcom County Code, Title 17, Flood Damage Prevention, and per associated requirements of the Endangered Species Act (ESA).
 - ~~h.g.~~ Used mobile homes older than 1976, require a fire/life safety inspection by the State ~~Department~~ of Labor & Industries prior to building permit submittal.

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4) PERMITS REQUIRED

No person, firm, or corporation shall install or cause to be installed any manufactured home on a building site without having first obtained a building permit, and a manufactured home dealer shall not deliver a manufactured home to a building site until that dealer has verified that the installer has obtained the necessary building permits.

5) APPLICATION REQUIREMENTS

In addition to the manufactured home building permit application and issuance regulations, the following shall apply to manufactured home installations: ~~separate application shall be required for each manufactured home installation. The application shall be made upon forms provided by the administrative authority and shall be accompanied by the permit fee established herein.~~

- a. A separate application shall be required for each manufactured home installation. The application shall be made upon forms provided by the ~~administrative authority~~ Department and shall be accompanied by the permit fee established herein.
- b. Each application shall be accompanied by a plot plan drawn to scale with detail sufficient to show that the installation will meet siting requirements of all applicable state and local regulations. The plot plan shall show all existing structures and proposed structures, including decks and porches.
- ~~b.c.~~ Construction plans and details for all proposed non-exempt landings, open decks, covered decks, and stairs shall be provided with the application
- ~~c.d.~~ Applications for manufactured homes to be installed on building sites or sites within a mobile home park shall be accompanied by two sets of foundation plans for a permanent foundation.

Comment [CES7]: Already stated in (a).

Comment [CES8]: Don't need this phrase, as all manufactured homes would be installed in one of these two places.

6) INSPECTION

Approved installation specifications shall be available at the site at the time of inspection of the installation. In the event that no approved installation specifications are available or the approved specifications as provided above do not cover all the installation requirements of this chapter, then the total installation of the portions thereof not covered by the approved specifications shall comply with the appropriate provisions of this code.

- a. ~~On building sites other than those in mobile home parks, t~~ The installer of the manufactured/ mobile home shall request the following inspections:
 - i. ~~a f~~ ooting inspection, after the placement of the footing forms and rebar and but prior to pouring concrete or placing the footings.
 - ii. ~~and a T~~ ie-down, blocking, and vapor barrier inspection,
 - iii. ~~and a f~~ inal inspection, after all aspects of the installation have been completed. For mobile home park installations, the installer shall request a final inspection after all aspects of the installation have been completed.
 - iv. All requests for inspection shall be made one working day before such inspection is desired.
- b. The manufactured/mobile home may be occupied once the installation has passed final inspection for compliance with the requirements of this chapter and any conditions placed upon the issued permit.

- c. If the installation does not comply with the installation requirements of this chapter and the conditions of the installation permit, the local enforcement agency shall provide the installer with a list of corrections that the installer must make. The list of corrections shall state a date by which the corrections must be completed. If the items that require correction do not endanger the health or safety of the occupants, or substantially affect the habitability of the manufactured/mobile home, the local enforcement agency may permit the owner of the home to occupy it.

7) BUILDING SITE PREPARATION

A manufactured home may not be installed on a building site unless the ground at the site has adequate compaction and load-bearing ability to meet the support requirements of WCC 15.04.030(F)(3)(d) or, if the building site is in a mobile home park, the park owner must insure that the ground on which the mobile home is to be installed has been improved as necessary to provide a proper base for the mobile home and that the area beneath the mobile home has adequate drainage.

8) FOUNDATION SYSTEM FOOTINGS

- a. Footings shall be constructed of solid concrete per the manufacturer's installation specifications or an approved alternate method.
- b. Foundations placed in flood zones or flood-plains shall be installed per WCC 15.04.030(F)(3)(e and f) and may require an engineers' review for the design. Four-inch slab with thickened footings, extending 18 inches below existing grade, 16 inches diameter concrete posts, spaced according to the applicable requirements of NCSBCS/ANSI A225.1-1994, with a four-inch concrete slab and Z hook for positive connection between post and slab, if in a flood plain.
- c. Footings shall be:
 - i. Evenly bedded and level;
 - ii. Placed on firm, undisturbed or compacted soil that is free of organic material;
 - ~~iii. Centered in a line under the main frame longitudinal members on both sides of the manufactured home;~~
 - iv.iii. Spaced not more than eight feet apart and no more than two feet from the ends of the main frame. The Building Official may require a closer spacing, depending on the load bearing capacity of the soil or the specifications in the manufactured home installation manual.
- d. A manufactured home with more than one section must have center-line blocking at end walls and at other points of connection of the sections ~~of the manufactured home~~ that have ridge beam bearing support. Blocking is also required at both ends of a door opening that is six feet or more wide in an exterior wall.
- e. If a manufactured home requires footings on its exterior perimeter, as specified by the installation recommendations or required by the Building Official, the footings shall be installed below the frost line.
- f. Footings shall be constructed so that ~~75-percent~~ of the area under the manufactured home has at least 18 inches clearance between the bottom of the main chassis members and the ground level. The area beneath the furnace cross-overs and fireplaces must always

have at least 18 inches clearance. At no point under the manufactured home may clearance be less than 12 inches.

9) FOUNDATION SYSTEM PIERS

- a. An installer must build and position piers and load-bearing supports or devices to distribute the required load evenly. An installer must use manufactured piers or load-bearing supports or devices that are listed or approved for the intended use.
- b. A pier may be made of a single stack of 8-inch by 16-inch blocks if the blocks are not stacked more than ~~four~~^{three} blocks high. A pier made of a single stack of blocks shall be installed at a right angle to the main frame longitudinal members and shall be capped with no more than 2-inch by 8-inch by 16-inch wood blocks or one 4-inch by 8-inch by 16-inch concrete block.
- c. A pier may be made of a double stack of 8-inch by 8-inch by 10-inch blocks if the blocks are not stacked more than five blocks high. Each row of blocks in such a pier shall be stacked at right angles to the abutting rows of blocks. The pier shall be capped with 2-inch by 8-inch by 16-inch concrete blocks. The pier shall be installed so that the joint between the cap block is at right angle to the main frame longitudinal members.
- d. A pier may be made with more than five courses of blocks, ~~and~~ not to exceed 9 (72 inches) courses of block, if the stacked blocks are filled with 2,000 psi concrete or mortar, and no more than 20% of the piers exceed five courses (40"). All other systems shall be designed by a licensed Washington state engineer or architect.
- e. All blocks shall be set with cores placed vertically.

10) FOUNDATION SYSTEM PLATES AND SHIMS

An installer may fill a gap between the top of a pier and the main frame with a wood plate that is not more than two inches thick and two opposing wedge-shaped shims that are not more than two inches thick. Wood plates and shims must be of hemlock/fir, Douglas fir, or spruce/pine/fir. A shim shall be at least four inches wide and six inches long. The installer shall fit the shim properly and drive it tight between the wood plate or pier and the main frame to ensure that the manufactured home is level and properly supported at all load-bearing points. A block that abuts a wedge-shaped shim shall be solid.

11) FOUNDATION

A manufactured home shall have an approved skirting around its entire perimeter. The wood of the skirting shall be at least six inches from the ground unless it is pressure-treated wood. Metal fasteners shall be hot dipped galvanized, stainless steel, or other corrosive-resistant material. Ferrous metal members in contact with the earth, other than those that are galvanized or stainless steel, shall be coated with asphaltic emulsion. A manufactured home that is installed shall have ventilation openings with a net area of one square foot per 150 square feet of crawl space; except manufactured homes installed in the flood-plain shall have ventilation openings with a net area of 1 square inch per 1 square foot of crawlspace installed within 1 foot of finished grade. The openings shall be designed to provide cross ventilation on at least two approximately opposite sides of the manufactured home. The installer shall locate openings as close to the corner of the manufactured home as practical and shall cover the opening with a corrosive-resistant wire mesh. Dryer vents and hot water

tank pressure release valves shall exhaust on the exterior of the perimeter skirting. The skirting for each section of the manufactured home shall have an opening of at least 18 inches by 24 inches with a cover of metal or pressure-treated wood to allow access to the crawl space. In all cases the foundation shall be installed before a final sign off can be made.

12) ANCHORING SYSTEM

The Building Official shall require a single-section or multiple-section manufactured home to have an anchoring system. Such an anchoring system shall be installed per the manufactured installation specifications or according to the design of a professional Washington State licensed engineer or architect. Components of the anchoring system shall have a resistance to weather deterioration that is at least equal to that of a zinc coating that is not less than 0.3 inches per square foot of coated surface. Cut edges of zinc-coated strapping do not need to be coated.

- a. An installer shall install, preload, and adjust a ground anchor in accordance with the anchor manufacturer's instructions. The installer must supply a copy of the instructions to the Building Official. Ground anchors shall be marked with the manufacturer's identification and model number in a location that is visible to the inspector after the anchor is installed. The manufacturer of a ground anchor must provide instructions with each anchor that specifies the kinds of soils for which the anchor is suitable. Analysis from a Washington ~~WA~~-State licensed engineer may be required.
- b. If concrete slabs or continuous footings are used to transfer the anchoring loads to the ground, the following requirements apply:
 - i. Engineered tie-down systems shall be per approved details from the Washington State Department of Labor and Industries.
 - ii. A concrete slab may be used in place of a ground anchor if it provides holding strength equal to the required ground anchors.
 - iii. Analysis from a Washington ~~WA~~-State licensed engineer may be required.
- c. Ties shall be of approved strapping, or other approved materials. Ties shall be fastened to the ground anchors and drawn tight with turnbuckles, yoke fasteners, or other approved tension devices. Tension devices shall end in clevis, forged, or welded eyes. Tension devices shall be designed to prevent self-disconnection if the ties become slack. Ties shall connect the ground anchors to the main frame longitudinal members. Ties must not connect to steel outrigger beams that fasten to the main frame unless the manufacturer's installation instructions specifically approve the connection. Diagonal ties must lie at least 45 degrees from the vertical.
- d. The installer shall space the ties as evenly as practical and shall locate a tie within eight feet of each end of the manufactured home. The installer shall install vertical ties at each detached corner of a clerestory roof and added-on sections of expandable manufactured homes. The installer shall install the following number of ties for each I-beam or other main frame longitudinal member: according to the manufacturer's specifications or per NCSBCS/ANSI A225.1-1994, as indicated in the following chart:

Length of home in feet (excluding hitch)	Number of vertical ties per detached corner of add-ons	Number of diagonal ties
32 – 54	1	5
55 – 73	1	6

13) ASSEMBLY

The water pipe connection to the manufactured home shall have a main shutoff valve in compliance with the ~~2012~~ 2018 Uniform Plumbing Code, ~~Section §606~~. Exterior water lines and ducting under the manufactured home shall be insulated. In all other respects, utility connections to the manufactured home, including water, sewer, electricity, and gas, shall comply with the applicable County codes. Accessory structures ~~such as awnings, carports, garages, porches, or steps~~ attached to or located next to a home, ~~such as awnings, carports, garages, porches, or steps~~ shall be constructed in conformance with applicable County codes and structurally independent of the manufactured home unless pre-approved by the manufacturer.

15.04.040 Amendments to the International Fire Code (IFC).

- A. ~~Section §102.2, (Administrative, Operational and Maintenance Provisions)~~, is amended to read as follows:

To provide a reasonable degree of safety to persons occupying existing buildings, there shall be a fire code inspection, at times to be determined by the Whatcom County Fire Marshal, for all Group A, B, E, F, H, I, M, R, S₂ and U occupancies. Only R-3 Occupancies containing the following shall be subject to fire code inspections: adult family homes, family daycare homes, and adult and child care facilities, as defined in Chapter 2 (Definitions) ~~as amended by the Washington State amendments~~.

- B. ~~Section §103.1, (General)~~, is amended to read as follows:

The Department of Fire Prevention, hereinafter referred to as the Fire Marshal's Office, is established within the jurisdiction under the direction of the Fire Code Official, hereinafter referred to as the Fire Marshal. The function of the ~~department Office~~ shall be the implementation, administration, and enforcement of ~~the provisions of~~ this code. Recognizing the authority and responsibility vested in the Fire Marshal by the International Fire Code, the Fire Marshal is authorized to promulgate such rules, policies, and/or procedures as ~~s/he/she~~ deems necessary for the efficient operation of fire prevention and investigations.

- C. ~~Section §103.2, (Appointment)~~, is amended to read as follows:

The Fire Marshal is the ~~Department~~ Director of Planning and Development Services, except that a Fire Marshal and/or Deputy Fire Marshal may be appointed by the ~~Department~~ Director. The Fire Marshal/Deputy Fire Marshal shall be not less than a supervisor within the Building Services Division of the Whatcom County Department of Planning & Development Services ~~Department~~, as designated by the Director. The Fire Marshal for Whatcom County is authorized to enforce the provisions of this ordinance and adopted referenced codes and amendments.

- D. ~~Section §104.1, (General)~~, is amended with the following additional paragraphs:

The provisions of RCW 18.160.070 and the Levels of Licensing required by the State Fire Marshal's Office will be enforced by the Whatcom County Fire Marshal's Office as specified,

including but not limited to work performed by contractors and/or documentation verifying compliance with current licensing requirements. Issuance of permits may be withheld due to lack of compliance with these provisions.

It is the interpretation and determination of the Whatcom County Fire Marshal that the “installation of underground work of any kind for any kind of structure” applies to the installation of fire protection systems connected to or integral to a fire protection sprinkler system. A Level U license from the State Fire Marshal’s office shall be required. The Fire Marshal, at his/her discretion, may require a Level U license for any underground work determined at any stage of installation to be substantially and/or consistently substandard.

E. ~~In Section §104.9, (Alternate Materials and Methods),~~ the last sentence is amended as follows: Where the alternative material, design or method of construction is not approved, the Fire Marshal shall respond in writing, stating the reasons why the alternative was not approved, when a determination request is submitted to the Fire Marshal in writing.

F. ~~Section §104.10, (Fire Investigation),~~ is amended to read as follows:
The Whatcom County Sheriff’s Office shall have the authority to investigate the cause, origin, and circumstances of any fire, explosion or other hazardous conditions. Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law.

G. ~~Section §104.10.1, (Assistance from Other Agencies),~~ is amended with the following additional language:
The Whatcom County Fire Marshal shall have the authority to render necessary assistance in the investigation of fires. The Whatcom County Fire Marshal and designated, assigned staff members shall have the powers of a limited authority of a Washington peace officer as defined in Chapter 10.93 RCW. They shall be commissioned by the Whatcom County Sheriff as specially commissioned Washington peace officers, as defined in Chapter 10.93 RCW, upon satisfaction of the training and other requirements prescribed or approved by the Washington Criminal Justice Training Commission, for the purpose of administering this code.

H. ~~Section §105.7.1, (Automatic Fire-Extinguishing Systems),~~ is amended with the addition of the following language:
Commercial cooking arrays require permanently affixed signage that states: “Alteration of commercial cooking arrays is prohibited without prior review and approval from the Whatcom County Fire Marshal.” Sign location to be determined by the Fire Marshal.

I. ~~Section §105.7.98, (Flammable and Combustible Liquids),~~ is amended as follows:
~~1. (unchanged)~~
~~2. (unchanged)~~
3. To install, alter, remove, abandon, or otherwise dispose of a flammable or combustible liquid tank. Abandoned underground fuel tanks are required to be removed according to all applicable codes and safety standards except under special circumstances, such as steep or extreme topography, significant physical obstructions, or similar circumstances, as approved per the discretion and judgment of the Fire Marshal.

J. ~~Section §1098.1, (Board of Appeals),~~ is amended to read as follows:

~~In order to hear and decide appeals of orders, decisions or determinations made by the Fire Marshal relative to the application and interpretation of this code, there shall be and is hereby created a~~ shall be heard by the Whatcom County Board of Appeals. ~~Whatcom County Ordinance No. 2007-024 shall be the Fire Code Appeals Board. The Appeals Board shall be the same board for all codes appeals, except as amended in WCC Chapter 15.04.~~

- K. ~~Section §202, (General Definitions),~~ is amended to add the following sentence: Words not defined herein shall be as defined in WCC 15.04.12 (Definitions). ~~read as follows:~~
- a. ~~Fire Chief. Whenever the term Fire Chief is referenced in this code it shall mean Whatcom County Fire Marshal (Fire Code Official) or his/her designee, as identified in IFC Section 103, except as stated in IFC Section 104.11 and/or where the Fire Marshal has delegated a specific responsibility to the Fire Chief of a given fire district by verbal, written, and/or historic agreement.~~
 - b. ~~Fire Code Official. Whenever the term Fire Code Official is referenced in this code it shall mean Whatcom County Fire Marshal or his/her designee, as identified in IFC Section 103.2 and as amended per WCC 15.04.040.~~
- L. Chapter 5 is amended to include adoption of all sections of the chapter not adopted by Washington State Amendments, Chapter 51-54A WAC, as authorized per RCW 19.27.060(5).
- M. Appendix B, (Fire Flow Requirements for Buildings), is amended to read in its entirety as follows:

§B101 GENERAL

B101.1 Scope. The procedure for determining fire flow requirements for buildings or portions of building hereafter constructed shall be in accordance with this appendix. This appendix does not apply to structures other than buildings.

§B102 DEFINITIONS

B102.1 Definitions. Words shall be as defined in WCC 15.04.12 (Definitions).

§B103 MODIFICATIONS

~~Section §B103.1, (Decreases).~~

The Fire Marshal is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical. This may include consideration of alternative materials and methods where the Fire Marshal finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method, or work is at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire-resistance, durability, and safety.

B103.2 Increases. The Fire Code Official is authorized to increase the fire flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall be not more than twice that required for the building under construction.

B103.3 Areas without water supply systems. For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire marshal is authorized to utilize NFPA 1142 or the International Wildland-Urban Interface Code (IWUIC).

SECTION B104 FIRE-FLOW CALCULATION AREA

§B104.1, (General), is amended as follows:

B104.1.1 The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under horizontal projections of the roof of a building (such as a connecting breezeway), otherwise including only areas that are fully enclosed on all sides and which have a full ceiling height. Full ceiling height means an average (50% or more) ceiling height of 6 (six) feet – 8 (eight) inches (203.3 cm), including under-floor areas that are accessed by a side-hinged man door, sliding door, overhead door, or similar standard height access. The calculation area is measured to the outside surface of exterior and/or enclosure walls.

B104.1.2 In general, commercial and industrial structures will be measured ~~according to~~ using the same methodology as for residential/accessory buildings, except that structures will also be judged according to their use and corresponding hazard, according to the applicable codes in the IFC and IBC, and according to the judgment and discretion of the Fire Marshal. As such area may be calculated for roof only (open sided) structures, covered open/partially open portions of buildings, to the outside edge of eaves, and/or for uncovered portions of structures (decks, balconies, loading docks, etc.) on a case-by-case basis where, in the discretion of the Fire Marshal, it is warranted to preserve the health, safety, and welfare of the public, building occupants, and/or emergency responders.

B104.2 Area Separation. Portions of buildings that are separated by fire walls without openings, constructed in accordance with the International Building Code, are allowed to be considered as separate fire-flow calculation areas.

B104.3 Type IA and Type IB Construction. The fire-flow calculation area of buildings constructed of Type IA and Type IB construction shall be the area of the three largest successive floors.

Exception: Fire-flow calculation area for open parking garages shall be determined by the area of the largest floor.

SECTION B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

§B105.1, (One- and Two-Family Dwellings).

B105.1.1 The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire-flow calculation area ~~—~~ including both existing and new proposed building area ~~—~~ that measures in excess of 4,000 square feet (371.6 m²) shall be 500 GPM @ 20 psi for 1 hour. For a fire hydrant to qualify for fire-flow it shall be located with 600 feet along an accessible route measured to the center of the structure.

B105.1.2 An NFPA 13D automatic sprinkler system throughout the measured fire area of a residence and/or residential accessory building qualifies as 100% reduction/mitigation in fire flow when the requirement threshold is exceeded.

B105.1.3 An NFPA 13-D automatic sprinkler system is required throughout all dwellings with a measured fire area exceeding 8,000 square feet. In addition, fire-flow for dwellings with a fire-flow calculation area exceeding 8,000 square feet (743.2 m²), shall not be less than that specified in Table

B105.1, as amended by Whatcom County, except that the flow duration may be a minimum of one hour.

Exception: For Single Family Residences, where the addition of an attached garage results in a total building area exceeding 8,000 square feet (743.2m²), where a fire flow system consisting of a water storage tank, fire pump, and a hydrant would be required, all of the following shall be installed to relieve the fire flow requirements. If the total building area is over 10,000 sf (929m²) this exception does not apply.

Comment [CM9]: Added exception to allow one opening in fire rated assembly for a single family residents

- i. Full two-hour fire rated construction that separates the garage from the house. The fire wall shall be designed per IBC §706, except that there shall only be one opening allowed in the fire-rated construction between the house and garage. The maximum size of the opening shall accommodate one 3'-0" x 6'-8" man door. The man door shall be two-hour fire rated assembly and have an automatic closing devise. No other openings are allowed in the fire-rated construction between the garage and house.
- ii. An NFPA 13D automatic sprinkler system shall be installed throughout the house and attached garage (entire structure).
- iii. The water storage for the sprinkler system shall be designed to twice the calculated required amount.

a. ~~Table B105.1(1) is not adopted.~~

Section §B105.2, (Buildings other than One- and Two-Family Dwellings), is amended as follows:

DEFINITIONS:

Comment [CES10]: Definitions moved to 15.04.012

~~Agricultural Building. Livestock shelters or buildings, including shade structures and milking barns; poultry buildings or shelters; barns; storage of equipment and machinery used exclusively in agriculture; horticultural structures, including detached production greenhouses and crop protection shelters; sheds; grain silos; stables. (IBC Appendix C, Group U-Agricultural Buildings)~~

~~Agricultural Processing Building and/or Facility. Buildings/facilities where agricultural products are cooled, frozen, or dried and packaged in their otherwise unaltered, primary state for shipping to distribution sales outlets. Ag processing buildings/facilities may include conveyors, refrigeration equipment and rooms, other applicable processing or environmental mechanical equipment, offices, employee facilities, restrooms, product and product packaging storage, loading docks, and similar applicable accessory appurtenances.~~

~~Although ag processing buildings/facilities are determined by Whatcom County to be a Group U occupancy for purposes of determining fire flow requirements, they represent a more intensive use than agricultural buildings, based on the typical number of personnel (even if seasonal), type of equipment, and typical operations. Appropriate, applicable health, fire, and life/safety codes and regulations will be applied in the review process of these buildings/facilities.~~

~~Cooking, modifying, altering, combining, and/or other secondary food processing/ manufacturing is not considered ag processing. The primary use for this type of processing is determined to be a Group F occupancy per applicable provisions of the IBC and other adopted codes and regulations.~~

B105.2.1 The minimum fire-flow and flow duration requirements for private garages, detached shops, agricultural storage buildings (Group U occupancy) shall be 500 GPM @ 20 psi for 1 hour.

Exception: Fire-flow is not required if the structure meets one of the following criteria:

1. It does not exceed 2,500 square feet (232.3 m²).
2. It is protected by an approved automatic fire sprinkler system.
3. It has, at a minimum, 60-foot setbacks ~~to~~ from all property lines, and other structures on the same lot. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.
4. It has, at a minimum, 100-foot setbacks to all property lines and other structures on the same lot for buildings which include hay storage, other combustible fibers, the potential for loose combustible fibers, and/or the potential for combustible dust (IFC Sections 2204 and 3704.1; NFPA 61). Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

B105.2.2 The minimum fire-flow and flow duration requirements for agricultural processing buildings not exceeding 6,000 square feet (557.4 m²) shall be 500 GPM @ 20 psi for 1 hour. If the building exceeds 6,000 square feet (557.4 m²), Table B105.1, as amended by Whatcom County, shall apply except that, at the discretion of the Fire Marshal, where adequate and reliable water supply systems do not exist the duration may be reduced by up to 50%, but not to be reduced to below a duration of 1 hour.

Exception: Fire-flow is not required if the structure meets one of the following criteria:

1. It does not exceed 2,500 square feet (232.3 m²), in measured fire area.
2. It has, at a minimum, 60-foot setbacks to all property lines, and other structures on the same lot. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.
3. The building is provided with an NFPA 13 automatic sprinkler system throughout, including water storage to support the sprinkler system per the system design, plus an additional 500 gpm of fire flow at 20 psi for a duration of one hour, to be available at an approved hydrant or hydrants as determined by the Fire Marshal.

B105.2.3 The minimum fire-flow and flow duration requirements for buildings other than one- and two-family dwellings and Group U buildings specified above, shall be as specified in Table B105.1, as amended by Whatcom County, with the ability to apply fire-protection credits as described in Table B105.2, but not to be reduced to below 500 GPM @ 20 psi for duration of 1 hour for Group F and S occupancies, including accessory occupancies (per IBC 508.2); 1,500 GPM @ 20 psi for a duration of 1 hour for occupancies and/or mixed occupancies including Group B, E, I, M, and R occupancies except where lower gpm is indicated per Table B105.1. Fire-flow reductions for Group H occupancies may only be considered at the discretion of the Fire Marshal. Increases in fire flow may be required based on the Fire Marshal's evaluation of operational hazard and/or occupancy group. Fire protection credits shall not allow the elimination of required systems as required in other parts of the Fire Code.

Exception: Fire flow is not required if the structure meets all of the following criteria:

1. It does not exceed 2,500 square feet (232.3 m²).
2. It does not contain a hazardous operation, as determined by the Fire Marshal.
3. It is not a Group A occupancy.

TABLE B105.1. Fire-flow for Buildings Other than One- and Two-Family Dwellings and Private Garages and Commercial Agricultural Buildings (Group U)

Construction Type ^(a)					Required Fire Flow (GPM)	Duration (Hours)
IA & IB	IIA & IIIA	IV & VA	IIB & IIIB	VB		
WHEN TOTAL FIRE AREA IN SQUARE FEET^(b) IS EQUAL TO OR LESS THAN THESE VALUES						
5,500	3,700	2,600	2,100	1,600	500	1
11,100	6,800	4,700	3,500	2,400	750	1
15,900	9,300	6,200	4,500	2,900	1,000	1
22,700	12,700	8,200	5,900	3,600	1,250	1
30,200	17,000	10,900	7,900	4,800	1,500	1
38,700	21,800	12,900	9,800	6,200	1,750	1.5
48,300	24,200	17,400	12,600	7,700	2,000	1.5
59,900	33,200	21,300	15,400	9,400	2,250	1.5
70,900	39,700	25,500	18,400	11,300	2,500	2
83,700	47,100	30,100	21,800	13,400	2,750	2
97,700	54,900	35,200	25,900	15,600	3,000	2
112,700	63,400	40,600	29,300	18,000	3,250	3
128,700	72,400	46,400	33,500	20,600	3,500	3
145,900	82,100	52,500	37,900	23,300	3,750	3
164,200	92,400	59,100	42,700	26,300	4,000	4
184,400	103,100	66,000	47,700	29,300	4,250	4
203,700	114,600	73,300	53,000	32,600	4,500	4
225,200	126,700	81,100	58,600	36,000	4,750	4
247,700	139,400	89,200	65,400	39,600	5,000	4
271,200	152,600	97,700	70,600	43,400	5,250	4
295,900	166,500	106,500	77,000	47,400	5,500	4
GREATER	GREATER	115,800	83,700	51,500	5,750	4
		125,500	90,600	55,700	6,000	4
		135,500	97,900	60,200	6,250	4
		145,800	106,800	64,800	6,500	4

Construction Type ^(a)					Required Fire Flow (GPM)	Duration (Hours)
IA & IB	IIA & IIIA	IV & VA	IIB & IIIB	VB		
		156,700	113,200	69,600	6,750	4
		167,900	121,300	74,600	7,000	4
		179,400	129,600	79,800	7,250	4
		191,400	138,300	85,100	7,500	4
		GREATER	GREATER	GREATER	7,750	4

Footnotes:

- (a) Types of construction are based upon the current adopted edition of the IBC.
- (b) Each portion of a building shall be considered as a separate fire area when separated by one or more fire walls built in accordance with the IBC.

TABLE B105.2. Fire Protection Credit for Commercial Rural Fire-Flow

Options to Reduce Fire-Flow ^(a)	% Reduction ^(b)
NFPA Monitored Fire Alarm	25%
NFPA 13 Automatic Sprinkler System	75%
40' Minimum Setbacks ^(c)	25%

Footnotes:

- (a) Credits used for or with substantial alterations shall be applied to the entire structure.
- (b) Reductions will be simply rounded to the closest fire flow rate and applied for the duration prescribed by that flow rate. In cases of an equal distance between two rates, the rate will be rounded down.
- (c) Setbacks apply to all property lines and buildings, on all sides of the structure. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.
- ~~(c)~~(d) Fire-flow rates shall not be reduced less than the minimums as required in Section B105.2.

§B105.3 Water supply for buildings equipped with an automatic sprinkler system.

B105.3.1 For buildings equipped with an automatic sprinkler system, the water supply shall be capable of providing the greater of:

1. The automatic sprinkler system demand, including hose allowance.
2. The required fire-flow.

SECTION B106 REFERENCED STANDARDS.

ICC; IBC-18 International Building Code B104.2

ICC; ICF-18 International Fire Code As amended, Tables B105.1 and B105.2

ICC IWUIC-18 International Wildland-Urban interface Code, Table B105.1(1)

NFPA 1142-12 Standards on Water Supplies for Suburban and Rural Fire Fighting, B103.3 or most current version.

- N. Appendix C, [Fire Hydrant Locations and Distributions], is amended with the following added section:

§C106, (Subdivision Alternative), is added to the Appendix:

C106.1 Hydrant placement alternative. Subdivisions and plats with no fire flow infrastructure require a minimum lot size of 1 ~~(one)~~ acre and a minimum 20 ~~(twenty)~~ foot setback from property lines to structures, in addition to applicable fire flow requirements per Appendix B as amended. A no-build easement recorded with the Auditor to run concurrent will be required to reduce the property setbacks.

- O. Appendix D, [Fire Apparatus Access Roads], is amended as follows:

§D103, (Minimum Specifications), is amended ~~with the following additional language as follows:~~

§D103.2 Grade per Exhibit A and WCDS Whatcom County Development Standards, Chapter 5, (Road Standards). In addition to standard access road requirements, Residential and residential accessory structures accessed by roads or driveways exceeding 12% grade require mitigation, such as an automatic sprinkler system, per NFPA 13-D, throughout the applicable building(s); an approved fire flow system; or equivalent mitigation, approved at the discretion of the Fire Marshal in addition to standard access road requirements.

§D103.3 Turning radius – Minimum thirty five foot (35') foot radii. Residential private roads and driveways per Exhibit C and D Whatcom County Development Standards, Chapter 5.

§D103.5, (Fire Apparatus and Access Road Gates), is amended as follows:

Gates installed across emergency apparatus access roads and driveways require a permit from the Fire Marshal's office and shall comply with all the following criteria:-

Item #1 is amended as follows:

1. Where a single gate is provided, the net openable gate width shall be not less than 20 feet (6,096 mm). Where a fire apparatus road consists of a divided roadway (one separate lane in each direction) or the current required width of the apparatus access road is a minimum of 12 feet (3,658 mm), the net openable gate width shall be not less than 12 feet (3,658 mm) at each lane or road. The net openable width of the gate shall be not be less than the applicable required drivable surface width of any access road or driveway.

...Add to Item #10:

9. At the Fire Marshal's determination, applications for gates proposed to be installed across private access easements, roads, and driveways, which are shared by multiple property owners/users, may be required to include written, notarized, confirmation from that all property owners/users approve ofing the gate installation.

Add as Item #11:

10. Gate installations where multiple properties are accessed shall include an approved universal ~~optical sensor public safety~~ access system that will allow access by all emergency responders.

~~Add as Item #12:~~

11. Where deemed appropriate, the Fire Marshal may require language addressing maintenance responsibilities and/or incorporation of maintenance language and other relevant information regarding any gate to be recorded with the County Auditor separately or as part of the access easement(s) description.

Add §D103.7 Turnarounds – For all projects other than residential or residential accessory, turnarounds shall be a minimum ~~twenty foot (20')-foot~~ wide drivable surface, and legs ~~sixty feet (60') feet~~ long per WCDS, Chapter 5, (Road Standards). Where options are limited by topography or at the discretion of the Fire Marshal for other considerations, turnarounds for residential or residential accessory structure access may be a minimum ~~twenty foot (20')-foot~~ wide drivable surface and turnaround legs ~~forty five feet (45') feet~~ long. Turnarounds shall be located within 150 feet of a structure that requires access but no closer than 50 feet unless otherwise approved by the Fire Marshal where topographic or other significant obstacles exist. ~~See Exhibit D.~~

Add §D103.8 Bridges – Bridges, box culverts, or similar passageway structures built over depressions or obstacles shall be hereinafter referred to as bridges. When a bridge is required to be used as part of a driveway access road, it shall be designed and constructed per the current adopted edition of the WCDS, Chapter 5, (Road Standards), §513, (Bridges and Associated Retaining Walls) and per applicable portions of IFC §503. Vehicle load limits shall be posted at both entrances to bridges when required by the Fire Marshal.

Add §D103.9 Installation of residential accessory buildings less than 2,500 square feet, small residential/ accessory additions, and similar minor changes or alterations may be exempt or may not trigger road standard improvements on a case-by-case basis, at the discretion of the Fire Marshal.

Add §D103.10 Surface – Per Whatcom County Development Standards (WCDS), Chapter 5, (Road Standards). ~~Minimum standard per Exhibit C, Driveway Section.~~

Add §D103.11 Vertical clearance – Minimum ~~thirteen foot, six inch (13 feet-6 inches")~~ unobstructed vertical clearance for the required width of the road. ~~See Exhibit A.~~

Add §D103.12 Fire apparatus access roads serving up to 2 ~~(two)~~ residential lots, where building location is less than ~~one hundred fifty feet (150') feet~~ from approved access roads require a minimum width of 12 feet (3658 mm) and a minimum vertical clearance of 13 feet-6 inches (4,115 mm).

Add §D103.13 Fire apparatus roads over ~~one hundred fifty feet (150') feet~~ long serving up to two residential lots:

§D103.13.1 Minimum width — ~~Twelve-foot (12')-foot~~ driving surface with turnouts no farther than every ~~six hundred feet (600') feet~~ when required by the Fire Marshal. To create a turnout, the road shall be widened to ~~twenty feet (20') feet~~ in the direction of travel for a minimum distance of ~~one hundred feet (100') feet~~ to allow vehicles to pull over ~~and to allow~~ emergency vehicles to proceed. Turnout shall be located approximately midpoint for driveways over ~~six hundred feet (600') feet~~ but less than ~~twelve hundred feet (1,200') feet~~. See Exhibit B.

Add §D103.14 Fire apparatus access roads ~~and~~, access serving more than two residential units, shall meet the following:

1. Standards per ~~Exhibit A and current adopted~~ Whatcom County Development Standards (WCDS), Chapter 5, (Road Standards).
2. The Fire Marshal may make modifications in these standards if the road is not buildable because of topography, waterways, nonnegotiable grades, or similar conditions. These modifications ~~are shall be~~ based on:
 - a. The building being protected by a minimum NFPA 13D Automatic Sprinkler System.
 - b. Additional fire protection features as required by the Fire Marshal.
3. When, in the opinion of the Fire Marshal, a residential addition or a new detached accessory building will not create a more significant fire load or hazardous situation, exceptions may be made for:
 - a. Minor additions to existing dwellings not exceeding 1,248 square feet of net measurable fire area where the total measurable fire area of the contiguous building (new and existing) does not exceed 4,000 square feet.
 - b. One, small, detached accessory building not exceeding 864 square feet in measurable fire area or where the aggregate measurable fire area of all detached accessory buildings on a site does not exceed 864 square feet.

Add §D103.15 ~~d~~—Emergency vehicle access roads or driveways shall not be obstructed in any manner, including the parking of vehicles. Width and clearance requirements of these standards shall be maintained at all times.

Add §D103.16 Private roads and driveways shall meet Whatcom County Development Standards and Drawings Chapter 5 (Roads & Related Work).

~~e. See Exhibits A, B, C, and D, for additional information, details, and illustrations amending Appendix D.~~

Exhibit A: Private Roads/Streets, Driveways and Fire Apparatus Access

This section applies to roads/streets that are privately owned, generally within an easement providing direct access to private land(s) for local traffic movement and connect to local public access, collectors or arterial roads/streets. Private roads/streets are maintained with private funds and where the County, municipality or WSDOT performs no maintenance.

Criteria for Authorization: Private roads/streets may be permitted when so provided in appropriate ordinances or at the discretion of the County Engineer when:

1. ~~Covenants have been approved and recorded with the County which provide for maintenance of the private roads/streets and associated parking areas by the owners in the development, including placing of liens for non-payment of fees, and/or road maintenance agreement(s) on the face of the long plat, short plat, or binding site plan.~~
2. ~~Provision is made for the roads/streets to be open at all times for emergency and public service vehicle use.~~
3. ~~The private road is not needed as a public road and will not obstruct public street circulation.~~
4. ~~Intersection spacing between private roads shall be consistent with the spacing shown in Development Standards Section 505.M.~~
5. ~~The roads are within a private community with a corporate identity or homeowners association, as identified by the State of Washington under RCW 64.38.~~
6. ~~Fire Apparatus Access Roads (Private Roads/Streets and Driveways)~~
 - a) ~~County fire code requirements for "Fire Apparatus Access Roads" are contained in WCC 15.04.010 and as amended in WCC 15.04.040.~~
 - b) ~~Criteria. The following criteria, per Exhibit A Geometrics, apply to Fire Apparatus Access Roads serving residential and residential accessory use:~~

Exhibit A Geometrics:

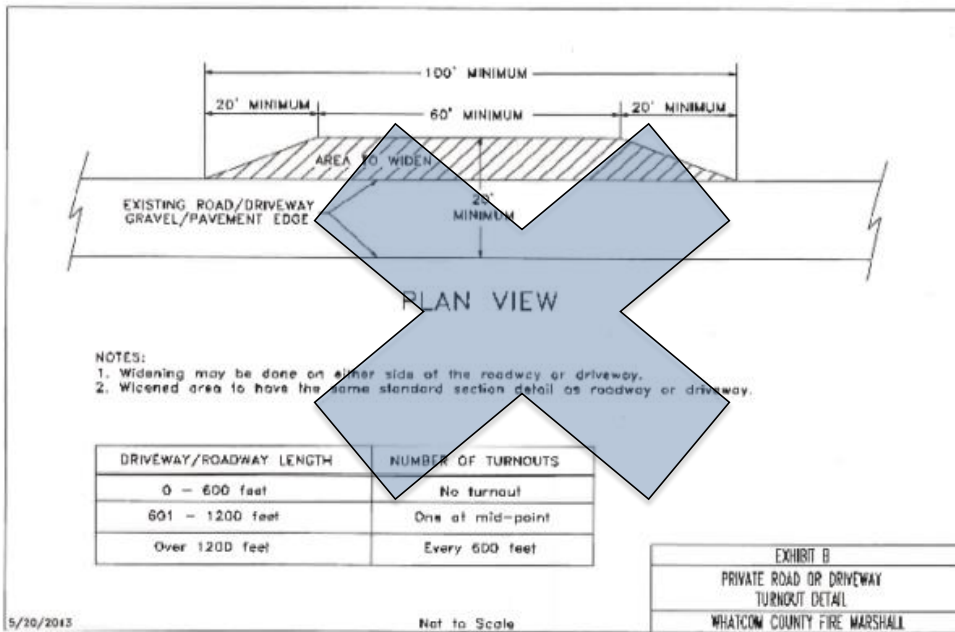
Road Users ⁽²⁾	Incremental Grade, %	Minimum Surface Treatment	Width, ft	Unobstructed Minimum Vertical Clearance, ft	Minimum Turning Radii, ft		See also Development Standards Drawings ⁽⁵⁾			
					Inside	Outside				
1-2	<12	CSIC ⁽¹⁾	12 (minimum)	13.5	25	40	505.E-6			
	12-14	Paved ⁽²⁾								
	15-18	Heated grooved PCC ⁽³⁾								
3-6	<12	CSIC ⁽¹⁾	18 ⁽⁶⁾	13.5	25 ⁽⁴⁾	43 ⁽⁴⁾	505.E-1,			
	12-14	Paved ⁽²⁾								
	15-18	Heated grooved PCC ⁽³⁾								
7 or more	<12	Paved ⁽²⁾	26 ⁽⁶⁾				505.E-2,			
	12-14	Paved ⁽²⁾								
	15-18 ⁽⁴⁾	Heated grooved PCC ⁽³⁾								

- 1) ~~Crushed surfacing top course~~
- 2) ~~Either Portland cement concrete (PCC) or Hot mix asphalt (HMA)~~
- 3) ~~Portland cement concrete~~
- 4) ~~Hot mix asphalt~~

- 5) ~~See Development Standards Section 505 Road Type and Geometrics, Table 1—Arterial Roads & Table 2—Residential Roads~~
- 6) ~~See also Development Standards Section 505.L.3—Horizontal Curves~~
- 7) ~~Road Users represents the number of dwelling units/single households. Per the Public Works Dept., a single household is the approximate equivalent of 10 average daily trips (ADT).~~
- 8) ~~Grades exceeding 18% may require special and/or multiple mitigation measures and will be approved at the discretion of the Fire Marshal.~~
- ~~Turnouts—For driveways and roadways less than 20 feet wide, see Exhibit B (Development Standards Drawing 505.E-5).~~
- ~~Turnarounds—Establish turnarounds for driveways and roadways greater than 150 feet in length per Exhibit D (Development Standards Drawing 505.E-6, 505.L-1, or 505.L-2 as applicable). Subject to other related codes and standards, i.e. Title 20.80.~~
- ~~Fire Hydrants—Where a fire hydrant is located on a Fire Apparatus Access Road, the minimum roadway width shall be 26 ft. for a length of 40 ft. centered on the fire hydrant.~~
- ~~Bridges—At the discretion of the Fire Marshal all bridges shall meet the requirements in Development Standards Section 513 Bridges and Associated Retaining Walls. See WCC Section 15.04.040, Section A, Item 11, Subsection b.~~
- ~~Security Gates and Emergency Accesses—The County Fire Marshal requires a separate permit for any security gate or emergency access restricting device/system.~~
- ~~Access Approach Surfacing Requirements—All fire apparatus access approaches shall have an approved paved/hard surfaced apron unless otherwise directed pursuant to this section and Development Standards Section 508 Roadside Features. See Exhibit C, Driveway Section.~~
- ~~Additional or Alternative measures—The County Fire Marshal may consider or require additional or alternative fire protection measures on a case by case basis.~~

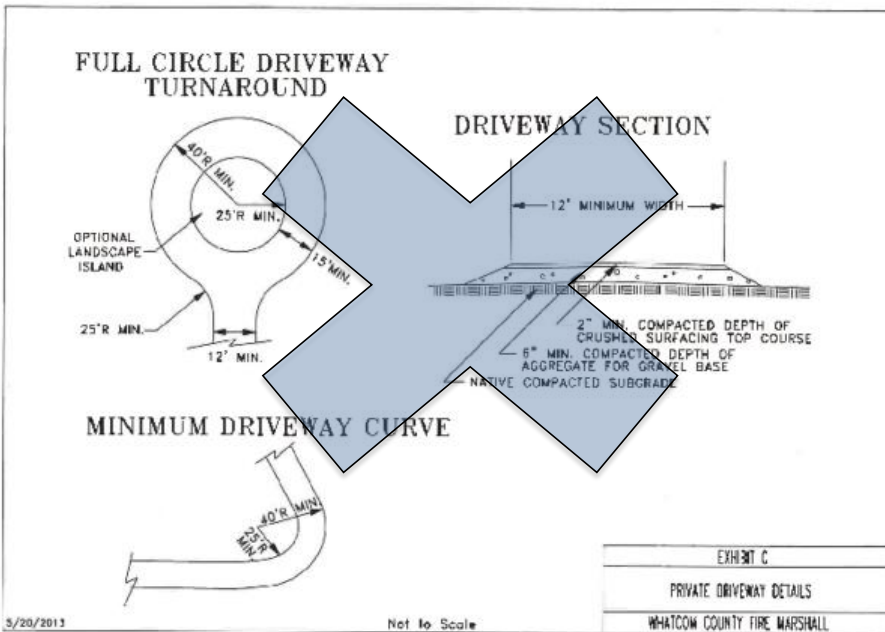
~~Criteria for Construction: Private roads/streets shall conform to the applicable sections of these Standards. Also see Development Standards Drawings 505.E-1 and 505.E-2.~~

Exhibit B



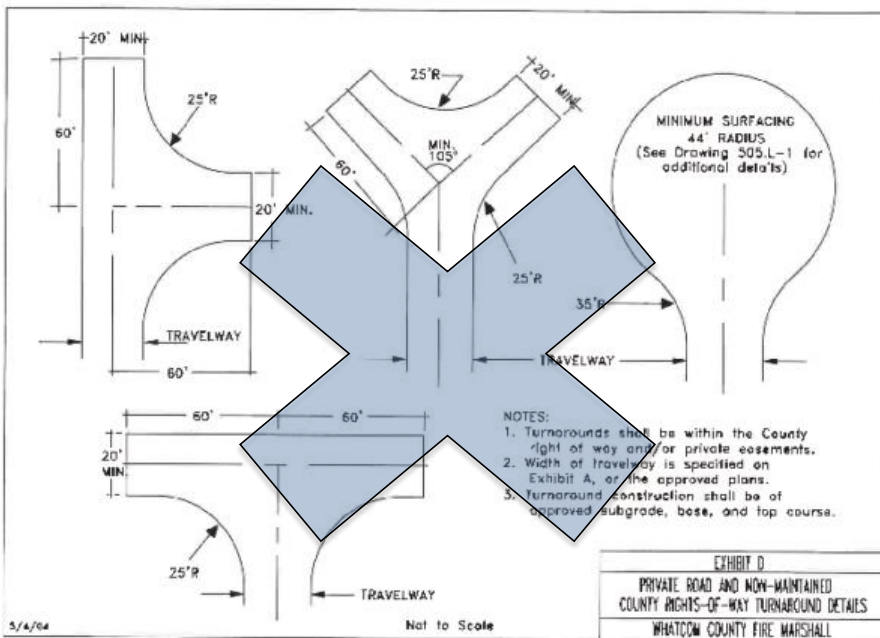
Comment [CES11]: To be deleted

Exhibit C



Comment [CES12]: To be deleted

Exhibit D



Comment [CES13]: To be deleted

15.04.050 Permit Expirations and Violations of the Above-Referenced Codes.

A. Expiration.

1. IBC Sections §105.5 of the IBC, and IRC §R105.5 of the IRC, and 105.3.1 of the IFC are amended to read as follows:

Every permit issued under the provisions of this code, according to IBC ~~Section §105.5~~ and IRC ~~Section §R105.5~~, shall expire and become null and void, if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. The building official is authorized to grant, in writing, one or more extensions of time, for a period not more than 180 days each. The extension shall be requested in writing and justifiable causes demonstrated. In the event of permit expiration, before such work can recommence, a new permit shall be first obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such work, provided no changes have been made, or will be made in the original plans and specifications for such work; and provided, further, that such suspension or abandonment has not exceeded one year. These permits are only transferable with the prior approval of the Building Official and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

2. IFC §105.3.1 is amended to read as follows:

Every permit issued under the provisions of this code, according to IFC ~~Section 5~~105, shall expire and become null and void, if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. The fire code official (designated as the fire marshal) is authorized to grant, in writing, one or more extensions of time for a period not more than 180 days each, except that expiration and extension shall not apply to open burning permits. The extension shall be requested in writing and justifiable causes demonstrated. In the event of permit expiration, before such work can recommence, a new permit shall be first obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. An operational permit under the IFC shall remain in effect until reissued, renewed, or revoked or for such a period of time as specified in the permit. These permits are not transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

B. Construction without Permit.

1. The following paragraphs shall be added to IBC ~~Section 5~~114.1, IRC ~~Section 5~~R113.1, and IFC ~~Section 5~~1109.1:

When construction and/or development has occurred on a site without a valid permit as required by this chapter, any and all permits or approvals issued by the County may be denied for that site until the issue has been resolved. In addition, prompt restoration of the site to its original condition will be required. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use for which it authorizes is lawful. The issuance or granting of a permit or approval of plans shall not prevent the Director of Planning & Development Services, the Building Official, the Fire Code Official, or any administrator who has been granted authority by the Director from thereafter requiring the correction of errors in said plans and specifications or from preventing construction operations being carried on thereunder when in violation of this code or of any other ordinance or from revoking any certificate of approval when issued in error.

2. ~~The following paragraph shall be added to IBC Section 114.1, IRC Section R113.1, and IFC Section 109.1:~~

When construction, development, modification, or any changes to a structure have taken place without a valid permit as required by this chapter, the County may, at its discretion and as it deems necessary for compliance, require the structure to be restored to its original construction/condition. This may include, but is not limited to, complete or partial demolition of the structure or remodel; removal of framed walls or other structural components; electrical systems and/or components; cabinets, doors, countertops, fixtures,

drywall; plumbing and/or plumbing fixtures; applicable appliances. Time lines required to restore the structure to its original condition shall be at the discretion of the County.

C. Stop Work Orders.

1. ~~IBC Sections §115 of the IBC, IRC §R114 of the IRC, and IFC §1121 of the IFC~~ are amended to read as follows:

In the event any person, firm, partnership, corporation or other entity violates any provision of this ordinance or any code adopted by this ordinance, the County may issue a notice of violation, to be delivered to the owner, operator, or their agent, or to be conspicuously posted at the site. In a non-emergency situation, such notice may include notice of the intent to issue a stop work order no less than 10 calendar days following the receipt of the notice, and provide for an administrative pre-deprivation hearing within 10 calendar days of notice/order. In an emergency situation where there is a significant threat to public safety or the environment, the County may issue a stop work order. The stop work order shall include, in writing, the right to request an administrative post-deprivation hearing within 72 hours following receipt of the stop work order. Failure to comply with the stop work order shall be a gross misdemeanor punishable upon conviction by a minimum fine of \$500.00 up to a maximum fine of ~~\$1,000.00~~ or one year in jail, or both. Under no circumstance may the court defer or suspend any portion of the minimum ~~\$500.00~~ fine for any conviction under this section. Each day or part thereof of noncompliance with said order to stop work shall constitute a separate offense.

D. Violation Deemed Misdemeanor.

1. ~~IBC Sections §114 of the IBC, IRC §R113 of the IRC, and IFC §1109 of the IFC~~ are amended to read as follows:

Except as specified below, ~~a~~Any violation of the provisions of the International Building, Fire, Residential or other related codes as herein adopted is a misdemeanor. Any person, firm or corporation violating any of the provisions of this code or failing to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents, directives or conditions of the Building Official or the Fire Code Official or the Director of Planning and Development Services or of a permit or certification used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than ~~\$1,000.00~~ dollars or by imprisonment not exceeding 90 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

EXCEPTION: The Violations of International Fire Code IFC Section §307 (Open Burning and Recreational Fires) shall constitute Class 1 civil infractions pursuant to RCW 7.80.120. The maximum penalty and the default amount for such violations shall be consistent with Chapter 7.80 RCW. All violations shall be heard and determined in accordance with the system established in Chapter 7.80 RCW. After having been found to have committed two successive infractions for violations of the same provision of this title on the same property, any person, firm, or corporation who continues to violate this title in the same manner on the same property shall be guilty of a misdemeanor, punishable by a fine of not more than ~~\$1,000.00~~ or

by imprisonment not exceeding 90 days, or both such fines and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

E. Notice of Violations.

1. ~~IFC Section §1109.3~~ of the IFC is amended to read as follows:

When the Fire Code Official, referred to as the Fire Marshal, finds a building, premises, vehicle, storage facility or outdoor area that is in violation of this code, the fire code official is authorized to prepare a written notice of violation describing the conditions deemed unsafe. When immediate compliance is not possible, a time shall be specified for re-inspection. In special situations citations could be issued to individuals violating this code.

F. Civil Penalty.

1. Any person, firm, partnership, corporation or other entity violating any of the provisions of this chapter, or of the codes adopted by reference by this chapter, shall be deemed guilty of a civil offense and each day during which such violation is continued or committed shall constitute a separate offense, and shall be fined not more than \$1,000 for each offense. The penalty provided in this section shall be imposed by a notice in writing and delivered by personal service to the owner, the owner's agent, the operator and/or violator, and/or sent by certified mail, and/or be conspicuously posted at the site. The notice shall include the amount of the penalty imposed and shall describe the violation with reasonable particularity in ordering the act(s) constituting the violation(s) to cease and desist or, in appropriate cases, requiring necessary corrective action to be taken within a specific and reasonable time. The notice may simultaneously accompany a notice of penalty.
2. Within 30 days after the notice is received, the person incurring the penalty may apply in writing to the Building Official for remission or mitigation of such penalty. Upon receipt of the application, said department may remit or mitigate the penalty upon whatever terms the department in its discretion deems proper.
3. The final decision of the Building Official, ~~fire code official~~ Fire Marshal, or the Director of Planning and Development Services on mitigation or revision shall be reviewed by the County Council, if the person being penalized files a written appeal therewith of said decision, within 10 days of its issuance. The decision of the County Council regarding the penalty imposed shall be final.
- ~~2.4. A fee, as established in the Unified Fee Schedule, shall be paid to the County Council office upon filing of such an appeal. This fee shall not apply to appeals initiated by a County department. If an appellant prevails in an appeal of final decisions of the Building Official, Fire Code Official, or the Director of Planning and Development Services, on mitigation or revision of the penalty to the County Council, the appellant's appeal fees shall be refunded.~~
- ~~3.5.~~ In addition to the civil penalties described above, the Prosecuting Attorney may in his discretion bring such injunctive, declaratory, or other actions as deemed necessary to ensure that violations of this chapter are prevented or cease, and to otherwise enforce the provisions of this chapter.

G. ~~15.04.060 Fee.~~

~~A fee, as established in the Unified Fee Schedule, shall be paid to the County Council office upon filing of an appeal authorized by WCC 15.04.050(F)(2). This fee shall not apply to appeals initiated by a County department.~~

~~If an appellant prevails in an appeal of final decisions of the Building Official, Fire Code Official, or the Director of Planning and Development Services, on mitigation or revision of the penalty to the County Council, the appellant's appeal fees shall be refunded.~~



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2021-005

File ID:	MIN2021-005	Version:	1	Status:	Agenda Ready
File Created:	01/20/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Regular County Council for January 12, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Council Jan 12 2021

Whatcom County Council

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



Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Tuesday, January 12, 2021

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

Clerk's note: Councilmembers and staff realized while starting the Public Hearing item that the Legislative Information Center recording was not functioning correctly so they paused the meeting then resumed after the technical issues had been resolved. After reconvening the meeting, Council Chair Buchanan went back to items for which Council action was taken and the Council considered and voted on those items again. This included two motions from Committee of the Whole Executive Session and the Minutes Consent items.

They did not repeat the Executive's Report but that report can be heard in the original audio recording which can be accessed as a link in the Meeting Details on the Legislative Information Center.

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, Carol Frazey, Ben Elenbaas, Kathy Kershner, and Todd Donovan

Absent: None

Councilmembers observed a moment of silence for the loss of life at the nation's Capital.

FLAG SALUTE

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, read a statement in response to the recent events at the United States Capital building in Washington D.C. and then a statement about 2020 County financial highlights and reports.

ANNOUNCEMENTS

(FROM COMMITTEE OF THE WHOLE EXECUTIVE SESSION)

Buchanan reported on the reorganization of the Council in the Special Council meeting earlier. He then reported on the discussion from Committee of the Whole Executive Session.

Donovan read and made the following motion:

The County Council met in executive session concerning the lawsuit El-Tahel v. Whatcom County, et al., US District Court for the Western District of Washington No. 2:20-cv-0830. Pursuant to Whatcom County Code 2.56, the Council hereby finds the following:

- A. Adam Miller was not acting in a matter in which the county had an interest;
- B. Adam Miller was not acting in the discharge of a duty imposed or

authorized by law;
C. Adam Miller did not act in good faith.

The Council has reviewed the facts of this case in detail. The Council finds that Adam Miller's actions were not taken in matter in which the County had an interest, nor was he actioning in the discharge of a duty imposed or authorized by law. Adam Miller acted in bad faith, and outside of the scope of his employment with Whatcom County. Adam Miller will not be defended and indemnified pursuant to and consistent with the provisions in WCC Chapter 2.56.

The motion was seconded by Frazey.

The motion carried 7-0 (This vote was taken again after reconvening the meeting).

Browne read and made the following motion:

The County Council met in executive session concerning the lawsuit El-Tahel v. Whatcom County, et al., US District Court for the Western District of Washington No. 2:20-cv-0830. Pursuant to Whatcom County Code 2.56, the Council hereby finds the following:

- A. Bill Elfo was acting in a matter in which the county had an interest;
- B. Bill Elfo was acting in the discharge of a duty imposed or authorized by law;
- C. Bill Elfo acted in good faith.

The Council has reviewed the facts of this case in detail. As the elected official responsible for hiring, supervision and management of Sheriff's Deputies Bill Elfo was named as defendant in the aforementioned lawsuit. The Council finds that Bill Elfo acted in earnest in regard to this matter, and the Sheriff's Office diligently pursued the investigation of this matter at all times. Bill Elfo took every action possible to further the investigation of Adam Miller's conduct in regard to this matter. As facts were discovered by the Sheriff's Office Bill Elfo took every appropriate action available under the law. Including but not limited to: internal investigation, referral of the investigation to outside police authorities, support of criminal action against Adam Miller, and termination of Adam Miller from the employment of the Whatcom County Sheriff's Office. Bill Elfo will be defended and indemnified pursuant to and consistent with the provisions in WCC Chapter 2.56.

The motion was seconded by Donovan.

The motion carried 7-0 (This vote was taken again after reconvening the meeting).

MINUTES CONSENT

Donovan moved to accept the minutes consent items. The motion was seconded by Frazey. The motion carried 7-0* (This vote was taken again after reconvening the meeting).

*The motions and votes are not noted on the individual files in this section. They are noted on the files after the meeting was paused and then reconvened below.

1. [MIN2020-118](#) Committee of the Whole for November 24, 2020
2. [MIN2020-119](#) Regular County Council for November 24, 2020
3. [MIN2020-120](#) Health Board for December 1, 2020
4. [MIN2020-121](#) Committee of the Whole for December 8, 2020
5. [MIN2020-122](#) Regular County Council for December 8, 2020
6. [MIN2021-001](#) Special Council - Governor's Point for December 17, 2020

PUBLIC HEARINGS

1. [AB2020-553](#) Ordinance granting City of Lynden a non-exclusive franchise for an industrial condensate pipeline

Catherine Moore, Attorney for the City of Lynden, briefed the Councilmembers and answered questions.

Byrd moved to postpone this item until technical issues can be resolved.

Dana Brown-Davis, Clerk of the Council, suggested that they take a break to see if it can be resolved.

Karen Frakes, Prosecuting Attorney's Office, agreed that they needed to break.

Councilmembers concurred.

Clerk's note: It was at this point, before a public hearing was held and before any vote on the Public Hearing item, that the meeting was paused. The items below reflect the discussion that took place once the technical issues were resolved.

MEETING RECONVENED AFTER A PAUSE

Buchanan reconvened the meeting.

ANNOUNCEMENTS

(FROM COMMITTEE OF THE WHOLE EXECUTIVE SESSION)

*The motions and votes were done again after the meeting was paused and then reconvened (see below).

Donovan read and made the following motion:

The County Council met in executive session concerning the lawsuit El-Tahel v. Whatcom County, et al., US District Court for the Western District of Washington No. 2:20-cv-0830. Pursuant to Whatcom County Code 2.56, the Council hereby finds the following:

- A. Adam Miller was not acting in a matter in which the county had an interest;
- B. Adam Miller was not acting in the discharge of a duty imposed or authorized by law;
- C. Adam Miller did not act in good faith.

The Council has reviewed the facts of this case in detail. The Council finds that Adam Miller's actions were not taken in matter in which the County had an interest, nor was he actioning in the discharge of a duty imposed or authorized by law. Adam Miller acted in bad faith, and outside of the scope of his employment with Whatcom County. Adam Miller will not be defended and indemnified pursuant to and consistent with the provisions in WCC Chapter 2.56.

The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner
Nay: 0

Browne read and made the following motion:

The County Council met in executive session concerning the lawsuit El-Tahel v. Whatcom County, et al., US District Court for the Western District of Washington No. 2:20-cv-0830. Pursuant to Whatcom County Code 2.56, the Council hereby finds the following:

- A. Bill Elfo was acting in a matter in which the county had an interest;
- B. Bill Elfo was acting in the discharge of a duty imposed or authorized by law;
- C. Bill Elfo acted in good faith.

The Council has reviewed the facts of this case in detail. As the elected official responsible for hiring, supervision and management of Sheriff's Deputies Bill Elfo was named as defendant in the aforementioned lawsuit. The Council finds that Bill Elfo acted in earnest in regard to this matter, and the Sheriff's Office diligently pursued the investigation of this matter at all times. Bill Elfo took every action possible to further the investigation of Adam Miller's conduct in regard to this matter. As facts were discovered by the Sheriff's Office Bill Elfo took every appropriate action available under the law. Including but not limited to: internal investigation, referral of the investigation to outside police authorities, support of criminal action against Adam Miller, and termination of Adam Miller from the employment of the Whatcom County Sheriff's Office. Bill Elfo will be defended and indemnified pursuant to and consistent with the provisions in WCC Chapter 2.56.

The motion was seconded by Donovan.

The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Kershner, and Browne

Nay: 0

MINUTES CONSENT

Donovan moved to accept the minutes consent items. The motion was seconded by Frazey (see votes on individual items below).

1. [MIN2020-118](#) Committee of the Whole for November 24, 2020

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

2. [MIN2020-119](#) Regular County Council for November 24, 2020

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

3. [MIN2020-120](#) Health Board for December 1, 2020

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

4. [MIN2020-121](#) Committee of the Whole for December 8, 2020

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

5. [MIN2020-122](#) Regular County Council for December 8, 2020

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

6. [MIN2021-001](#) Special Council - Governor's Point for December 17, 2020

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

PUBLIC HEARINGS

1. [AB2020-553](#) Ordinance granting City of Lynden a non-exclusive franchise for an industrial condensate pipeline

Catherine Moore, Attorney for the City of Lynden, briefed the Councilmembers and she and Andrew Hester, Public Works Department, answered questions.

Council staff played a short video on how to join the meeting to speak.

Buchanan opened the Public Hearing and the following person spoke:

- Wendy Harris

Hearing no one else, Buchanan closed the Public Hearing.

Donovan moved that the item be referred to committee. The motion was seconded by Frazey.

Councilmembers discussed the item with Moore and the additional following people:

- Satpal Sidhu, County Executive
- Mark Sandal, City of Lynden

The motion to refer failed by the following vote:

Aye: 3 - Donovan, Frazey, and Buchanan

Nay: 4 - Elenbaas, Kershner, Browne, and Byrd

Elenbaas moved and Browne seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Abstain: 1 - Donovan

Enactment No: ORD 2021-001

OPEN SESSION (20 MINUTES)

Council staff played a short video about how to join the meeting to speak.

The following people spoke:

- Doug Gustafson
- Melissa Wisener
- Markis Dee Stidham
- Tom O'Breien
- Mary Stidham
- Wendy Harris
- Heather Katahdin
- Ashley Butenschoen

Hearing no one else, Buchanan closed the Open Session.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Byrd reported on the Finance and Administrative Services Committee and moved that item numbers 1, 10, 17, and 19 be excluded from the consent vote and that item numbers 2-9, 11-16, 18, and 20-26 be approved by consent (see motions and votes on individual items below). Motions and votes on the excluded items follow the bulk of the approved consent items.

1. [AB2020-591](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Chuckanut Health Foundation to provide funding for the Health Department's mobile syringe services program, in the amount of \$20,000

See motion and vote on item below.

2. [AB2020-592](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Compass Health to provide behavioral health services for adult inmates and juveniles involved in the court system in the amount of \$572,717 for a total amended contract amount of \$2,439,780

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

3. [AB2020-593](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to provide housing case management services in the amount of \$271,615 for a total amended contract amount of \$1,865,647

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

4. [AB2020-595](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to provide housing case management services in the amount of \$159,267 for a total amended contract amount of \$897,067

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

5. [AB2020-596](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Catholic Community Services to provide housing case management services in the amount of \$157,567 for a total amended contract amount of \$1,207,157

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

6. [AB2020-597](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to provide housing case management services in the amount of \$134,371 for a total amended contract amount of \$958,340

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

7. [AB2020-600](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Birch Bay Chamber of Commerce for the purposes of tourism marketing and operations, in the amount of \$100,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

8. [AB2020-601](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Mount Baker Foothills Chamber of Commerce for tourism

marketing and operations, in the amount of \$100,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

9. [AB2021-001](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to provide reimbursement for COVID-19 related operations and prevention expenditures in the amount of \$58,025 for a total amended contract amount of \$111,816

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

10. [AB2021-002](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lara Welker Consulting to provide coordination and facilitation to the COVID-19 Community Healthcare Coalition in the amount of \$25,000 for a total amended contract amount of \$50,000

See motion and vote on item below.

11. [AB2021-003](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to sustain and enhance Sheriff's Office Division of Emergency Management programs, in the amount of \$74,150

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

12. [AB2021-004](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Sun Community Services for operation and maintenance of Sun House, in the amount of \$340,395 for a total amended contract amount of \$911,665

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

13. [AB2021-006](#) Request authorization for the County Executive to enter into a building lease agreement between Whatcom County and Washington State Department of Natural Resources (DNR will pay \$991.50 in rent and an additional \$240 for janitorial services provided by the county), for a total amount of \$1,231.50 paid by DNR per month

Byrd moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

14. [AB2021-009](#) Request authorization for the County Executive to enter into an agreement with the University of Washington for access and installation of seismic monitoring equipment at South Fork Park

Byrd moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

15. [AB2021-010](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Whatcom County Fire District 7 to provide COVID-19 testing in an estimated amount of \$188,858 for a total estimated amended contract amount of \$314,763

Byrd moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

16. [AB2021-011](#) Request authorization for the County Executive to enter into a contract between

Whatcom County and Washington State Military Department to obtain two All Hazard Alert Broadcast (AHAB) sirens, in the amount of \$0

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

17. [AB2021-014](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to provide security services at the COVID-19 Temporary Housing Facility in the amount of \$43,547 for a total amended contract amount of \$199,547

See motion and vote on item below.

18. [AB2021-015](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Service Master Cleaning to provide cleaning services at the COVID-19 Temporary Housing Facility in the amount of \$16,667 for a total amended contract amount of \$166,667

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

19. [AB2021-016](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lighthouse Mission Ministries to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$25,771 for a total amended contract amount of \$373,214

See motion and vote on item below.

20. [AB2021-017](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and SeaMar Community Health Centers to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$23,865 for a total amended contract amount of \$262,516

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

21. [AB2021-020](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Workforce Council to provide reimbursement of wages and benefits for eligible temporary employees working in various COVID-related positions, in the estimated amount of \$14,000 for a total estimated contract amount of \$126,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

22. [AB2021-021](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Domestic Violence & Sexual Assault Services to support the Bellingham Whatcom County Commission Against Domestic Violence, in the amount of \$120,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

23. [AB2021-022](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Bellingham Food Bank for the procurement, warehousing and distribution of food and other essentials to low and very low income families in the amount of \$276,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

24. [AB2021-023](#) Request authorization for the County Executive to enter into a contract between Whatcom County and the Northwest Regional Council in support of the Meals on Wheels program for two years in the amount of \$120,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

25. [AB2021-024](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Brent Eyre, ASA for the purposes of legal counsel and consultation for property assessment appeals in the amount of \$20,000 not to exceed a total of \$55,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

26. [AB2021-025](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Mark J. Maxwell to continue with the provision of legal representation for an additional amount of \$20,000 in a total amount not to exceed \$45,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

1. [AB2020-591](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Chuckanut Health Foundation to provide funding for the Health Department's mobile syringe services program, in the amount of \$20,000

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Contract be authorized by consent.

Councilmembers discussed the motion and the program including it being a cost savings to the County, whether it is just a band-aid and not treating the root of the issue, the program being a gateway to connecting people to other available services, whether it is enabling as opposed to solving a problem, and being a harm-reduction program to keep people from using dirty needles and thus saving money in the long run.

Byrd's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

10. [AB2021-002](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lara Welker Consulting to provide coordination and facilitation to the COVID-19 Community Healthcare Coalition in the amount of \$25,000 for a total amended contract amount of \$50,000

Byrd reported for the Finance and Administrative Services Committee ***and moved*** that the Contract be authorized by consent.

Councilmembers discussed the motion and the following staff answered questions:

- Tyler Schroeder, Executive's Office

Byrd's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

17. [AB2021-014](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to provide security services at the COVID-19 Temporary Housing Facility in the amount of \$43,547 for a total amended contract amount of \$199,547

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be authorized by consent.

Councilmembers discussed the motion, the purpose of the security services, and why security is needed.

The following people answered questions:

- Tyler Schroeder, Executive's Office
- Satpal Sidhu, County Executive
- Karen Frakes, Prosecuting Attorney's Office

Browne moved to call the question and then ***withdrew*** his motion so they

could just vote on the item.

Byrd's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:

Aye: 6 - Browne, Buchanan, Frazey, Elenbaas, Kershner, and Donovan

Nay: 1 - Byrd

Absent: 0

19. [AB2021-016](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lighthouse Mission Ministries to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$25,771 for a total amended contract amount of \$373,214

Byrd reported for the Finance and Administrative Services Committee ***and moved*** that the Contract be authorized by consent.

Councilmembers discussed the motion and the following people answered questions about whether this funding is needed for the Lighthouse Mission to do the job, whether there would be another vendor to provide the service, and whether the county could move to the next phase for COVID-19 without the contract:

- Tyler Schroeder, Executive's Office

Byrd's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:

Aye: 6 - Browne, Buchanan, Frazey, Elenbaas, Kershner, and Donovan

Nay: 1 - Byrd

Absent: 0

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. [AB2020-598](#) Resolution reflecting the diversity of the County's population by improving written accessibility

Byrd reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 0

Absent: 0

Abstain: 1 - Elenbaas

Enactment No: RES 2021-001

2. [AB2020-599](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Bellingham Whatcom County Tourism for tourism marketing and operations in the amount of \$290,000

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

3. [AB2021-008](#) Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for development of Lake Whatcom Park trails

***Byrd reported* for the Finance and Administrative Services Committee *and moved* that the Resolution be approved.**

Councilmembers discussed the motion and what they are authorizing in the Resolution.

Byrd's motion that the Resolution be APPROVED carried by the following vote:

Aye: 6 - Browne, Buchanan, Frazey, Elenbaas, Kershner, and Donovan

Nay: 1 - Byrd

Absent: 0

Enactment No: RES 2021-002

(From Council Criminal Justice and Public Safety Committee)

4. [AB2021-013](#) Resolution adopting Whatcom County policy on indigent defense per RCW 10.101.030 and WCC 2.09

Buchanan reported for the Criminal Justice and Safety Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

Enactment No: RES 2021-003

Councilmembers discussed the plan for how trails will be used in AB2021-008, providing a level of service for all users of the trails, and whether the actual trail plan will come back to the Council in the future.

(No Committee Assignment)

5. [AB2021-026](#) Appointment of four members to serve on the 2021 Whatcom County Districting Committee (two from each major political party: Whatcom County Republican Party nominees are Charlie Crabtree and Jeremiah Ramsey; Whatcom County Democratic Party nominees are Michael Estes and Stephen Jackson)

Donovan moved and Browne seconded that the nominees be appointed.

Councilmembers discussed the motion, that a fifth person (a districting master) will be appointed by the other four, and that the composition of the committee can be changed by changes to the Whatcom County Charter.

Donovan's motion that the Council Appointment be APPOINTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Frazey, Elenbaas, Kershner, and Donovan

Nay: 1 - Byrd

Absent: 0

6. [AB2021-027](#) Approval of Water Work Session and Health Board meeting dates for 2021

Browne moved and Frazey seconded that the Request for Motion be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Councilmembers discussed whether they would entertain late applicants.

Jill Nixon, Council Office staff, answered questions.

Browne moved to accept all late applicants. The motion was seconded by Elenbaas.

Councilmembers discussed the motion and Dana Brown-Davis, Clerk of the Council, spoke about the deadline for the applications.

The motion carried by the following vote:

Aye: 6 - Donovan, Elenbaas, Frazey, Kershner, Browne, and Buchanan

Nay: 1 - Byrd

1. [AB2021-030](#) Council appointment to fill vacancy on the Board of Equalization - Applicant(s): Sonja Merk and Peter Visser

Browne moved to nominate both applicants. The motion was seconded by Frazey.

Councilmembers discussed the motion.

Merk was appointed by the following vote:

Merk: 6 - Donovan, Frazey, Kershner, Browne, Buchanan, and Byrd

Visser: 1 - Elenbaas

Appointed Sonja Merk

2. [AB2021-031](#) Council appointment to fill vacancies on the Business & Commerce Advisory Committee - Applicant(s): Brad Rader, Troy Muljat, Clark Campbell, Gail Buce, T. Todd Egland, Candice Leonard

Buchanan read the purpose of the Committee.

Kershner moved to appoint Brad Rader to the Agriculture position by acclamation. The motion was seconded by Elenbaas.

Councilmembers discussed the motion and Jill Nixon, Council Office staff, answered questions.

Elenbaas moved to amend the motion to appoint Rader to the Food Processing position instead of the Agriculture position. The motion was seconded by Browne.

The motion carried by the following vote:

Aye: 6 - Elenbaas, Frazey, Kershner, Browne, Buchanan, and Byrd

Nay: 0

Abstain: 1 - Donovan

Byrd moved to appoint Gail Buce to the Agriculture position. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 5 - Frazey, Kershner, Browne, Buchanan, and Byrd

Nay: 1 - Elenbaas

Abstain: 1 - Donovan

Byrd moved to move Gail Buce to the manufacturing position. The motion was seconded by Frazey.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 7 - Frazey, Kershner, Browne, Buchanan, Byrd, Donovan, and Elenbaas

Nay: 0

Frazey moved to appoint Clark Campbell to the Recreation position by acclamation. The motion was seconded by Buchanan.

The motion carried by the following vote:

Aye: 6 - Kershner, Browne, Buchanan, Byrd, Elenbaas, and Frazey

Nay: 0

Abstain: 1 - Donovan

Byrd moved to appoint Troy Muljat to the Other for Profit Position. The motion was seconded by Browne.

Frazey moved to appoint Candace Leonard.

Councilmembers discussed how the motions should be made.

Buchanan moved to amend the motion to nominate all three applicants. The motion was seconded by Donovan.

Councilmembers discussed how to proceed with the motions on the table and the following people spoke about the language of the Whatcom County Code concerning appointing applicants:

- Dana Brown-Davis, Clerk of the Council
- Jill Nixon, Council Office Staff
- Karen Frakes, Prosecuting Attorney's Office

Frakes stated she recommends they follow the code and nominate before they appoint.

Byrd stated that his motion to appoint Troy Muljat stands.

Councilmembers discussed the motion.

Browne withdrew his second for Byrd's motion.

Nixon answered how many vacancies there are.

Frazey moved to nominate Candice Leonard. The motion was seconded by Donovan.

Browne moved to nominate Troy Muljat. The motion was seconded by Buchanan.

Muljat was appointed by the following vote:

Muljat: 5 - Browne, Buchanan, Byrd, Elenbaas, and Kershner

Leonard: 2 - Donovan and Frazey

Appointed:

Food Processing: Brad Rader

Manufacturing: Gail Buce

Recreation: Clark Campbell

Other for Profit: Troy Muljat

3. [AB2021-032](#) Council appointment to fill vacancies on the Climate Impact Advisory Committee - Applicant(s): Ellen Murphy, Katherine Kissinger, Licia Sahagun, Tracy Petroske, William Bethel, Eddy Ury, Imran Sheikh, Amanda Monthei, Fletcher Wilkinson, Ginny Broadhurst

Buchanan read the purpose of the Committee.

Browne moved to nominate all the applicants. The motion was seconded by Frazey.

The following applicants addressed the Councilmembers and answered questions:

- Katherine Kissinger
- William Bethel

Kissinger, Murphy, Ury, Bethel, Sheikh, and Broadhurst were appointed by the following vote:

- Ellyn Murphy: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner
- Katherine Kissinger: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

- Tracy Petroske: 2 - Frazey and Kershner
- William Bethel: 5 - Buchanan, Byrd, Elenbaas, Frazey, and Kershner
- Eddy Ury: 6 - Browne, Buchanan, Byrd, Donovan, Elenbaas, and Kershner
- Imran Sheikh: 4 - Browne, Buchanan, Donovan, and Frazey
- Ginny Broadhurst: 4 - Browne, Buchanan, Donovan, and Frazey
- Ray Kamada: 3 - Browne, Donovan, and Kershner

Licia Sahagun, Amanda Monthei, Fletcher Wilkinson, Hunter Hassig, and Irena Lambrou did not receive votes.

Appointed Katherine Kissinger, Ellyn Murphy, Eddy Ury, William Bethel, Imran Sheikh, and Ginny Broadhurst

4. [AB2021-033](#) Council appointment to fill vacancies on the Flood Control Zone District Advisory Committee - Applicant(s): Jesse Clawson and Ron Bronsema (Council Acting as the Flood Control Zone District Board of Supervisors)

Special Districts

Browne moved to appoint both applicants (Ron Bronsema and Jeff DeJong) by acclamation. The motion was seconded by Donovan.

The motion carried by the following vote:

Aye: 7 - Byrd, Donovan, Elenbaas, Frazey, Kershner, Browne, and Buchanan
Nay: 0

Impacted Cities

Frazey moved to nominate all three applicants (Jesse Clawson, John Perry, and Kyle Christensen). The motion was seconded by Browne.

Perry and Christensen were appointed by the following vote:

Clawson: 1 - Frazey

Perry: 6 - Elenbaas, Kershner, Browne, Buchanan, Byrd, and Donovan

Christensen: 7 - Elenbaas, Frazey, Kershner, Browne, Buchanan, Byrd, and Donovan

Appointed:

Special Districts: Ron Bronsema and Jeff Dejong

Impacted Cities: John Perry and Kyle Christensen

7. [AB2021-037](#) Council appointment to fill vacancies on the Planning Commission - Applicant(s): Kimberley Lund, Atul Deshmane, Stephen Jackson, and Candice Leonard

Buchanan started to discuss AB2021-037 then they realized that he had skipped two agenda items. He went to those items and returned to this item below.

5. [AB2021-034](#) Council appointment to fill vacancies on the Horticulture Pest and Disease Board - Applicant(s): Troy Kortus and John Grubb

Donovan moved and Buchanan seconded that both applicants be APPOINTED by acclamation. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

6. [AB2021-036](#) Council appointment to fill vacancies on the Lummi Island Ferry Advisory Committee - Applicant(s): Jim Dickinson, Steven Lurenz, and Mike McKenzie

Frazey moved to nominate all three applicants. The motion was seconded by Elenbaas.

Dickinson and McKenzie were appointed by the following vote:

Dickinson: 5 - Kershner, Browne, Buchanan, Byrd, and Elenbaas

Lurenz: 3 - Frazey, Buchanan, and Donovan

McKenzie: 6 - Frazey, Kershner, Browne, Byrd, Donovan, and Elenbaas

Appointed Jim Dickinson and Mike McKenzie

7. [AB2021-037](#) Council appointment to fill vacancies on the Planning Commission - Applicant(s): Kimberley Lund, Atul Deshmane, Stephen Jackson, and Candice Leonard

Donovan moved to appoint Lund and Jackson to District 1 and District 4 respectively by acclamation. The motion was seconded by Frazey.

Byrd stated that Donovan can not be the maker of the motion since he is from District 2.

Buchanan moved to appoint Lund and Jackson to District 1 and District 4 respectively by acclamation. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 6 - Kershner, Browne, Buchanan, Byrd, Donovan, and Frazey

Nay: 0

Abstain: 1 - Elenbaas

Byrd moved to nominate Candice Leonard for District 3. The motion was seconded by Donovan.

Browne nominated Atul Deshmane but could not do so because of the district he is in.

Buchanan moved to nominate Atul Deshmane for District 3. The motion was seconded by Frazey.

Councilmembers discussed an email sent to Councilmembers by Candice Leonard and whether she is ineligible for the position because of a possible declaration of candidacy.

Jill Nixon, Council Staff, read language from the Whatcom County Code and the Revised Code of Washington regarding the issue.

Deshmane was appointed for District 3 by the following vote:

Deshmane: 4 - Browne, Buchanan, Donovan, and Frazey

Leonard: 3 - Byrd, Elenbaas, and Kershner

Appointed Atul Deshmane

8. [AB2021-040](#) Council appointment to fill vacancies on the Portage Bay Shellfish Protection District Advisory Committee - Applicant(s): Albert de Boer, Fred Likkel, and Christine Woodward

Frazey moved and Donovan seconded that the applicants be APPOINTED by acclamation. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

9. [AB2021-043](#) Council appointment to fill vacancies on the Solid Waste Advisory Committee - Applicant(s): Kevin Moore

Frazey moved and Donovan seconded that the applicant be APPOINTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

10. [AB2021-044](#) Council appointment to fill vacancy on the Sumas/Everson/Nooksack Flood Subzone Advisory Committee - Applicant(s): Aaron Kurashige (Council Acting as the Flood Control Zone District Board of Supervisors)

Donovan moved and Frazey seconded that the applicant be APPOINTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

11. [AB2021-045](#) Council appointment to fill vacancy on the Birch Bay Watershed and Aquatic Resource Management District (BBWARM) Advisory Committee - Applicant(s): Robert Shanabarger (Council Acting as the Flood Control Zone District Board of Supervisors)

Donovan moved and Buchanan seconded that the applicant be appointed.

Councilmembers discussed the motion.

Donovan's motion that the Council Appointment be APPOINTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

12. [AB2021-046](#) Council appointment to fill vacancy on the Acme/VanZandt Flood Subzone Advisory Committee - Applicant(s): Candice Leonard (Council Acting as the Flood Control Zone District Board of Supervisors)

Browne moved and Frazey seconded that the applicant be APPOINTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

ITEMS ADDED BY REVISION

There were no agenda items added by revision.

INTRODUCTION ITEMS

1. [AB2021-018](#) Ordinance amending the 2021 Whatcom County Budget, request no. 2, in the amount of \$5,839,516

Donovan moved and Browne seconded that the Ordinance be introduced.

Councilmembers discussed the motion.

Donovan's motion that the Ordinance be INTRODUCED carried by the following vote:

Aye: 5 - Browne, Buchanan, Frazey, Kershner, and Donovan

Nay: 2 - Byrd, and Elenbaas

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports and updates on recent activities and upcoming events.

Cathy Halka, Council Legislative Analyst, read into the record the statistics provided by the Health Department today about the chances of COVID-19 exposure in various sizes of gatherings.

ADJOURN

The meeting adjourned at 11:12 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: MIN2021-006

File ID:	MIN2021-006	Version:	1	Status:	Agenda Ready
File Created:	01/21/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	02/09/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Water Work Session for January 19, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Water Work Session Jan 19 2021

Whatcom County Council Water Work Session

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



Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Tuesday, January 19, 2021

10:30 AM

Virtual Meeting

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 10:30 a.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey and Kathy Kershner

Absent: None

Water Resources Update

Gary Stoyka, Public Works Department, updated the Councilmembers on the following and answered questions:

- The adjudication and water settlement process: It was discussed at the December 17, 2020 Watershed Management Board meeting but a decision was not made to proceed with developing a framework for settlement. It will be discussed again at the February 18, 2021 meeting. The County Executive made a request to the Governor for \$400,000 to help with settlement-related talks and the Governor put \$250,000 in his budget to go along with \$1 million requested by the Department of Ecology. The Executive has been talking to water attorneys to possibly help with water settlement discussions and pre-settlement-discussion work.
- Projects currently underway, including the work on the regional water supply planning process, the Drainage Base Management project, the peer review of the groundwater model, and the Whatcom Conservation District's domestic water use efficiency program for which a contract will be coming to the Council.
- Upcoming meetings of the Watershed Management Board, Planning Unit, and Lake Whatcom Policy Group

Lake Whatcom Monitoring and Modeling Update

Cathy Craver, Public Works Department, gave a presentation and answered questions.

Pollution Identification and Correction (PIC) Farm Incentives and Cost Share Program

The following people briefed the Councilmembers, presented on the Pollution Identification and Correction (PIC) Program, and answered questions:

- Erika Douglas, Public Works Department

- Corina Cheever, Whatcom Conservation District
- Aneka Sweeney, Whatcom Conservation District

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 11:50 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: MIN2021-007

File ID:	MIN2021-007	Version:	1	Status:	Agenda Ready
File Created:	01/27/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	02/09/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole Executive Session for January 26, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Minutes Committee of the Whole Exec Jan 26 2021

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 2:30 P.M.

Tuesday, January 26, 2021

1:30 PM

Virtual Meeting

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 1:30 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Committee Discussion

Attorney Present: George Roche and Karen Frakes.

Buchanan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.110 (1)(i). Executive session will conclude no later than 2:35 p.m. If the meeting extends beyond the stated conclusion time, Council staff will make a public announcement.

Donovan moved to go into executive session until no later than 2:35 p.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 - Frazey, Kershner, Browne, Buchanan, Byrd, Donovan, and Elenbaas

Nay: 0

1. [AB2021-057](#) Discussion of pending litigation with Civil Deputy Prosecutors George Roche and Brandon Waldron: Petrogas v. Whatcom County Assessor, Washington Board of Tax Appeals Docket Nos. 17-002, 18-003, 18-004, 18 141, and 18-142.
[Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

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 2:30 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: MIN2021-008

File ID:	MIN2021-008	Version:	1	Status:	Agenda Ready
File Created:	01/28/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	02/09/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for January 26, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Committee of the Whole Jan 26 2021

Whatcom County Council Committee of the Whole

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



Committee Minutes - Draft Minutes

VIRTUAL MEETING - ENDS NO LATER THAN 4:30 P.M.

Tuesday, January 26, 2021

3:20 PM

Virtual Meeting

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 3:20 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

Committee Discussion

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

The following staff spoke, presented information about Shelter Bed Capacity in Whatcom County, and answered questions:

- Erika Lautenbach, Health Department Director
- Anne Deacon, Health Department
- Ann Beck, Health Department

Councilmembers requested more information from the Health Department to share with people and thanked them for their work.

Lautenbach briefed the Councilmembers on the current status of COVID-19 vaccine planning and supply in Whatcom County and answered questions. Vaccine providers are ready but the vaccine supply has not been as much as requested or needed.

Councilmembers and Lautenbach discussed why the supply is low, addressing eligibility requirements for the vaccine, and using IT resources to create a scheduling tool which would take some pressure off the Health Department and other providers.

This agenda item was DISCUSSED.

Special Presentation

1. [AB2021-072](#) Whatcom County Auditor to provide 2020 General Election review

Diana Bradrick, County Auditor, presented to the Councilmembers and answered questions about Whatcom County's elections process and steps the Auditor's Office takes to address potential election issues.

This agenda item was PRESENTED.

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: MIN2021-009

File ID:	MIN2021-009	Version:	1	Status:	Agenda Ready
File Created:	02/01/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Regular County Council for January 26, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: Draft Minutes Council Jan 26 2021

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 1.26.2021

Tuesday, January 26, 2021

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 6:02 p.m. in a virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Carol Frazey, Ben Elenbaas, Kathy Kershner, and Todd Donovan

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, stated he did not have a report.

MINUTES CONSENT

Donovan moved to accept the minutes consent items. The motion was seconded by Frazey (see votes on individual items below).

1. [MIN2021-002](#) Committee of the Whole - Executive Session for January 12, 2021

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

2. [MIN2021-003](#) Committee of the Whole for January 12, 2021

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

3. [MIN2021-004](#) Special Council for January 12, 2021

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

ANNOUNCEMENTS

Browne addressed claims that there is an ordinance on the agenda tonight regarding masks and civil penalties. He stated there is not such an ordinance on the agenda and gave some background.

OPEN SESSION (20 MINUTES)

Council staff played a short video on how to speak at the meeting.

The following people spoke:

- Doris Smith
- Mary Gibb
- Sarah Hansen
- Markis Dee Stidham
- Larry McDonough
- Patrick Wakefield
- Jesse Thurston
- Chad Butenschoen
- Amelia Ireland
- Heather Katahdin
- Abie (last name not given)
- Nicole McDonald
- General Strike
- Eve Smason-Marcus
- Adah Stewart
- Mary Stidham
- Ebony Campbell
- Andrew Gustafson
- Nissa Smith
- Bruce Thames
- Speaker (Name not given)
- Larry McDonough
- Tami Dotkter
- Brel Froebe
- Jax Kiel

- Emily Keogh
- Ian (last name not given)
- Melissa Wisener
- Shaina Flaherty
- Speaker (name not given)
- Emily Castle
- Tom O'Breien
- Jonah Lawhorn
- Sarah (last name not given)
- Shaina Flaherty (second time)

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Browne reported for the Finance and Administrative Services Committee and *moved* to approve consent agenda items one through nine.

Elenbaas moved to amend the motion to consider each item separately.
The motion was seconded by Byrd.

The motion to amend carried by the following vote:

Aye: 5 - Elenbaas, Frazey, Kershner, Buchanan, and Byrd

Nay: 1 - Donovan

Abstain: 1 - Browne

Dana Brown-Davis, Clerk of the Council, discussed the process with the Councilmembers.

1. [AB2021-035](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Land Trust to monitor and enforce easements purchased through the Purchase of Development Rights Program

Browne moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 1 - Elenbaas

Absent: 0

2. [AB2021-038](#) Request authorization to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of an agricultural conservation easement on the Bishop-Jones property through the Purchase of Development Rights Program

Browne moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 0

Absent: 0

Abstain: 1 - Elenbaas

3. [AB2021-039](#) Request authorization to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of an agricultural conservation easement on the Rethlefsen property through the Purchase of Development Rights Program

Browne moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Frazey, Kershner, and Donovan

Nay: 0

Absent: 0

Abstain: 1 - Elenbaas

4. [AB2021-047](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Everson for Jail Work Crew Services in the amount of \$1,700.00

Browne moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

5. [AB2021-048](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Skagit County for Mini-Chain Services in the amount of \$177,725.00

Browne moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

6. [AB2021-055](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Spiralfx Interactive LLC for Electronic Medical Records in the amount of \$19,200.00

Browne moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

7. [AB2021-060](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Wilson Engineering LLC to provide on-call professional land surveying services for 2021 in the amount not to exceed \$100,000

Browne moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

8. [AB2021-061](#) Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and Bellingham Fire Department to add the budget for 2021 and 2022 to support two Community Paramedics for an additional \$709,610 and not to exceed a total of \$1,030,665

The following people answered questions about the funding for this item, what the money would be spent on otherwise, whether the program is county-wide, the goals of the Emergency Medical Services (EMS) levy, and whether the current levy rate would have to be increased to fund a fifth unit.

- Mike Hilley, Emergency Medical Services (EMS) Manager
- Tyler Schroeder, Executive's Office

Browne moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Frazey, Elenbaas, Kershner, and Donovan

Nay: 1 - Byrd

Absent: 0

9. [AB2021-062](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Eltec Systems LLC for Elevator Inspections, Maintenance and Repairs

Browne moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

OTHER ITEMS

(From Council Natural Resources Committee)

1. [AB2021-029](#) Resolution affirming the PDR Oversight Committee ranking and authorizing Whatcom County Purchase and Development Rights Program Administrator and Whatcom County Executive to proceed with the acquisition of conservation easements on the Lakeland Foundation, Jones-Bishop, Martin, VanderWerff, Kiera-Duffy Forestry, and Kiera-Duffy Ecological applications

Donovan reported for the Natural Resources Committee and **moved** that the Resolution be APPROVED.

Councilmembers discussed the motion, whether the program preserves agriculture in the long run, and the current ranking mechanism.

Donovan's motion that the Resolution be APPROVED carried by the following vote:

Aye: 5 - Browne, Buchanan, Frazey, Kershner, and Donovan

Nay: 1 - Byrd

Absent: 0

Abstain: 1 - Elenbaas

Enactment No: RES 2021-004

(From Council Finance and Administrative Services Committee)

Dana Brown-Davis, Clerk of the Council, answered why the items from the Natural Resources Committee come in between items from the Finance and Administrative Services Committee.

2. [AB2020-587](#) Request authorization for the County Executive to enter into a three-year agreement, using the National Association of State Procurement Officials ValuePoint Master Agreement #AR2474 and State of Washington Participating Addendum #05116, between Whatcom County and CenturyLink Communications, LLC for telecommunications trunk line services, in the amount of \$106,127.17

Browne moved that the Contract be AUTHORIZED. The motion carried by

the following vote:

Aye: 5 - Browne, Buchanan, Frazey, Kershner, and Donovan

Nay: 2 - Byrd, and Elenbaas

Absent: 0

3. [AB2021-018](#) Ordinance amending the 2021 Whatcom County Budget, request no. 2, in the amount of \$5,839,516

Tyler Schroeder, Executive's Office, answered questions.

Browne moved that the SUBSTITUTE Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Frazey, Kershner, and Donovan

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: ORD 2021-002

4. [AB2021-041](#) Request authorization for the County Executive to enter into a grant agreement between Whatcom County and the Washington State Department of Commerce for an additional attorney to assist in handling deferred cases as a result of the coronavirus, in the amount of \$238,417.00

Browne moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

5. [AB2021-050](#) Resolution accepting the Treasurer's list of petitions for property tax refunds, consistent with RCW 84.69.020

Browne moved that the SUBSTITUTE Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

Enactment No: RES 2021-005

6. [AB2021-054](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Service Master Cleaning to provide cleaning services

at the COVID-19 Temporary Housing Facility in the amount of \$168,333 for a total amended contract amount of \$335,000

Browne moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Frazey, Kershner, and Donovan

Nay: 2 - Byrd, and Elenbaas

Absent: 0

7. [AB2021-063](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District for the Enhanced Whatcom Water Alliance Program, in the amount of \$50,000 (County acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Browne moved that the Contract (FCZDBS) be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

(No Committee Assignment)

8. [AB2021-028](#) Reorganization of the Whatcom County Council for 2021

Donovan moved to nominate himself for the optional Alternate WSAC Board Member. The motion was seconded by Kershner.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Abstain: 1 - Byrd

Kershner moved to nominate herself to the Intergovernmental Tribal Relations Committee. The motion was seconded by Buchanan.

Elenbaas stated he would like to do it too.

Kershner withdrew her motion.

Buchanan withdrew his second and **moved** to nominate Elenbaas. The motion was seconded by Kershner.

The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Kershner, and Browne
Nay: 0
Abstain: 1 - Byrd

The positions were **APPOINTED** as follows:

Appointed Donovan to optional Alternate WSAC Board Member

Appointed Elenbaas to Intergovernmental Tribal Relations Committee

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2021-056](#) Council appointment to fill vacancy on the Surface Mining Advisory Committee -
Applicant(s): Candice Leonard
Jill Nixon, Council Office staff, answered questions.

Kershner moved and Frazey seconded that Candace Leonard be
APPOINTED to the following position: A citizen who lives in close
proximity to active mining or mineral overlay areas.

Councilmembers discussed the motion.

**Kershner's motion that Candace Leonard be APPOINTED carried by the
following vote:**

Aye: 5 - Browne, Buchanan, Frazey, Kershner, and Donovan

Nay: 2 - Byrd, and Elenbaas

Absent: 0

- [AB2021-068](#) Council appointment to fill vacancies on the Child and Family Well-Being Task Force
- Applicant(s): Debbie Ahl, Jenifer Barcott, Chris Cochran, Clara Cunningham, Jen
Cullett, Ray Deck III, Jamie Desmul, Tilda Doughty, Mike Ford, Urvasi Graham,
Anne Granberg, Jodi Greene, Alicia Hanning, Melissa Isenhardt, Julee Johnson, Mara
Kelley, Sarah Kidd, Monika Mahal, Tamara Mattson, Jean McMahon, Brian Nelson,
Katherine Orlowski, Pauline Owen, Elizabeth Page, Rosalva Santos-Guzman, Abby
Smith, Erin Smith, Alisha Spencer, Liz Stuart, Tess Tessler, Ann M. Welch

Byrd moved to hold the item for two weeks. The motion was seconded by
Elenbaas.

Councilmembers discussed the motion, how applicants qualify for the
vacant positions, whether the ordinance needs to be amended, whether to
include the late applications, and how to go about nominating and voting on
applicants.

Jill Nixon, Council Office staff, answered questions.

The motion to hold failed by the following vote:

Aye: 3 - Byrd, Elenbaas, and Kershner

Nay: 4 - Donovan, Frazey, Browne, and Buchanan

Browne moved to nominate all the applicants including the late applicants.

The motion was seconded by Donovan.

Councilmembers discussed the applicants and each Councilmember voted for the applicants of his/her choice (see attachment). Fourteen of the applicants received four votes or greater and were appointed. Councilmembers then discussed how to appoint the 15th member.

Kershner moved that they have a second vote on the people who received 3 votes. There was no second but Councilmembers concurred.

Donovan moved to nominate Jean McMahon, Jodi Greene, Julee Johnson, Mike Ford, Tamara Mattson, and Meredith Hayes.

Mike Ford was appointed by the following vote:

Jean McMahon: 0

Jodi Greene: 0

Julee Johnson: 0

Mike Ford: 5 - Kershner, Browne, Buchanan, Byrd, and Elenbaas

Tamara Mattson: 0

Meredith Hayes: 2 - Frazey and Donovan

Councilmembers and Nixon discussed how to assign the staggered terms.

Donovan moved that the applicants who received five, six or seven votes be assigned to the longer term. The motion was seconded by Buchanan.

The motion carried by the following vote:

Aye: 7 - Kershner, Browne, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

Nay: 0

Buchanan continued on to the next agenda item, but Browne made a point of order that they had not finished assigning the terms.

Frazey moved to take the name highest in the alphabet and the lowest in the alphabet for the next two four-year terms. The motion was seconded by Donovan.

Kershner stated that Mike Ford received five votes on the second vote.

Frazey withdrew her motion.

Kershner moved that Mike Ford receive a four-year term since he had five votes. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Donovan moved to make the last person with a four-year term either the first or last person in the alphabet. The motion was seconded by Kershner.

Kershner suggested to make it the last person in the alphabet with four votes (Komal Shah).

The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Kershner, and Browne

Nay: 0

Applicants were NOMINATED AND APPOINTED.

Appointed: Alicia Hanning, Anne Granberg, Brian Nelson, Chris Cochran, Debbie Ahl, Jamie Desmul, Mara Kelley, Melissa Isenhardt, Mike Ford, Ray Deck III, Rosalva Santos-Guzman, Urvasi Graham, Escarleth De Leon, Jennifer Wright, and Komal Shah

The following applicants were appointed to four-year terms: Debbie Ahl, Jamie Desmul, Mara Kelley, Mike Ford, Ray Deck III, Rosalva Santos-Guzman, Jennifer Wright, and Komal Shah

3. [AB2021-069](#) Council appointment to fill vacancies on the Lynden/Everson Flood Control Subzone Advisory Committee - Applicant(s): Ron Bronsema (Council Acting as the Flood Control Zone District Board of Supervisors)

Elenbaas moved and Kershner seconded that the applicant be APPOINTED.

Jill Nixon, Council Office staff answered a question about the applicant.

Elenbaas's motion that the applicant be APPOINTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Frazey, Elenbaas, Kershner, and Donovan

Nay: 1 - Byrd

Absent: 0

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2021-065](#) Request confirmation of the County Executive's reappointments and new appointments to Executive boards, committees and commissions; appointments to take effect on February 1, 2021

Donovan moved and Frazey seconded that the Executive Appointments be CONFIRMED.

Dana Brown-Davis, Clerk of the Council, confirmed that they were voting on the revised list of appointments and discussed with Councilmembers whether they should confirm all the appointments at once.

Donovan's motion that the Executive Appointments be CONFIRMED carried by the following vote:

Aye: 5 - Browne, Buchanan, Byrd, Frazey, and Donovan

Nay: 2 - Elenbaas, and Kershner

Absent: 0

ITEMS ADDED BY REVISION

1. [AB2021-086](#) Discussion regarding possible modifications to the remaining tiny homes currently on order from 360Modular

Browne moved to support the Executive's purchase of the 20 larger homes. The motion was seconded by Buchanan.

Councilmembers discussed the motion, whether a motion by the Council is needed, how many people could be housed with the different sized units, and whether the purchase is necessary, and the following people spoke:

- Satpal Sidhu, County Executive
- Tyler Schroeder, Executive's Office

Browne's motion carried by the following vote:

Aye: 5 - Frazey, Kershner, Browne, Buchanan, and Donovan

Nay: 1 - Elenbaas

Abstain: 1 - Byrd

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

INTRODUCTION ITEMS

Donovan moved to introduce items one through four. The motion was

seconded by Frazey (see votes on individual items below).

Dana Brown-Davis, Clerk of the Council, answered questions about the process for an ordinance as it relates to AB2021-075.

1. [AB2021-051](#) Ordinance adopting Countywide Planning Policies relating to the Review and Evaluation Program (also known as Buildable Lands) and dispute resolution procedures

Donovan moved and Frazey seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

2. [AB2021-058](#) Ordinance adopting the temporary installation of stop signs on Deer Trail

Donovan moved and Frazey seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

3. [AB2021-074](#) Ordinance adopting amendments to Whatcom County Code 2.66 County-Owned Vehicles

Donovan moved and Frazey seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

4. [AB2021-075](#) Ordinance authorizing the closure of a portion of 4th Street in Custer, Washington, related to COVID-19 economic relief

Donovan moved and Frazey seconded that the Ordinance be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Frazey, Elenbaas, Kershner, and Donovan

Nay: 0

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports and updates on recent activities and upcoming events.

Satpal Sidhu, County Executive, answered questions about committee appointments in Point Roberts.

Councilmembers discussed the work of the Health Department for homelessness and the response of the community, and misinformation about a draft mask ordinance.

ADJOURN

The meeting adjourned at 11:02 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription

AB2021-068 voting sheet 1/26/2021

	Browne	Buchanan	Byrd	Donovan	Elenbaas	Frazey	Kershner	TOTAL
Abby Smith				X	X			2
Alicia Hanning	X		X		X		X	4
Alisha Spencer								
Anne Granberg	X	X		X		X		4
Anne Welch								
Brian Nelson			X	X	X		X	4
Chris Cochran	X	X		X		X		4
Clara Cunningham								
Debbie Ahl	X	X	X	X		X	X	6
Elizabeth Page								
Erin Smith		X				X		2
Jamie Desmul	X	X	X	X	X	X	X	7
Jean McMahon		X	X				X	3
Jen Curlett								
Jenifer Barcott		X				X		2
Jodi Greene	X		X				X	3
Julee Johnson	X		X				X	3
Katherine Orlowski								
Liz Stuart		X				X		2
Mara Kelley	X	X		X	X	X	X	6
Melissa Isenhardt	X		X	X			X	4
Mike Ford			X		X		X	3
Monika Mahal				X		X		2
Pauline Owen			X				X	2
Ray Deck III	X	X	X	X	X		X	6
Rosalva Santos-Guzman	X	X	X	X		X	X	6
Sarah Kidd					X			1
Tamara Mattson	X				X	X		3
Tess Tessler								
Tilda Doughty	X							1
Urvashi Graham	X	X		X		X		4
LATE APPLICATIONS								
Escarleth De Leon		X	X		X	X		4
Jennifer Wright		X	X	X	X	X	X	6
Kate Bullock								
Komal Shah	X		X	X			X	4
Meredith Hayes		X		X		X		3
Nita Smith								



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-051

File ID:	AB2021-051	Version:	1	Status:	Introduced for Public Hearing
File Created:	01/11/2021	Entered by:	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting Countywide Planning Policies relating to the Review and Evaluation Program (also known as Buildable Lands) and dispute resolution procedures

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adopting Countywide Planning Policies (CWPPs) relating to the Review and Evaluation Program (also known as Buildable Lands) and dispute resolution procedures. The Washington State Legislature approved ESSSB 5254 relating to the Growth Management Act's "Review and Evaluation" (buildable lands) program requirements in 2017. This legislation imposes new requirements that Whatcom County must address, in close coordination with the cities, over the next several years (see RCW 36.70A.215). One of these requirements is to amend the CWPPs. The seven cities have concurred with the proposed CWPPs. The County Council has the final authority to adopt CWPPs.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/26/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Draft Ordinance, Final Draft Countywide Planning Policies

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

January 11, 2021

TO: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Director

RE: Countywide Planning Policies (File # PLN2020-00007)

The Washington State Legislature approved Engrossed Second Substitute Senate Bill or [ESSSB 5254](#) relating to the Growth Management Act's "Review and Evaluation" (buildable lands) program requirements in 2017. The review and evaluation program has several main components, which are summarized below:

- Determining whether a county and its cities are achieving urban densities within urban growth areas by comparing growth and development assumptions contained in the county and city comprehensive plans with actual growth and development that has occurred;
- Determining whether there is sufficient land that is suitable for development in the future; and
- Identifying reasonable measures, if necessary, to reduce the differences between growth assumptions contained in comprehensive plans and actual development patterns ([RCW 36.70A.215](#)).

The Growth Management Act, originally enacted in 1990-91, required the County to adopt countywide planning policies (CWPPs) in cooperation with the cities (RCW 36.70A.040 and RCW 36.70A.210). CWPPs establish a framework for developing city and county comprehensive plans and ensuring these plans are consistent. The County Council originally adopted CWPPs in 1993 and amended these policies in 1997 and 2005 (see Whatcom County Comprehensive Plan, Appendix C).

The 2017 State legislation (ESSSB 5254) imposes new requirements that Whatcom County must address, in close coordination with the cities, over the next several years (see RCW 36.70A.215). One of these requirements is to amend the CWPPs to establish the Review and Evaluation Program. Another requirement is to adopt dispute resolution procedures.

The City/County Planner Group developed proposed CWPPs relating to the Review and Evaluation Program and Dispute Resolution Procedures in 2019-2020. These policies will govern how the County and cities will implement and maintain the Review and Evaluation Program. The policies also set forth procedures for resolving any disputes relating to the CWPPs that should arise between the jurisdictions.

The County Executive initiated the CWPPs for review in August 2020 pursuant to an Interlocal Agreement¹ concerning interim procedures for amending the Policies (Contract No. 202007014). The Planning Commission recommended approval of the CWPPs on September 10, 2020. The County Council passed a motion on October 13, 2020 to send final draft Countywide Planning Policy amendments to the cities for review and approval. The seven city councils concurred with the Countywide Planning Policies in November and December 2020.

Per the Interlocal Agreement, the final step in the process is as follows:

- **Whatcom County Council Adoption** – Following approval of the CWPP amendments by the cities, the County Council may, after conducting a public hearing, adopt the CWPP amendments. Final draft CWPP amendments may not be modified during the County Council adoption process.

Thank you for your previous review and current consideration of the proposed CWPPs.

¹ The Interlocal Agreement Between Whatcom County and the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas Concerning Interim Procedures for Amending the Countywide Planning Policies was authorized by the County Council on July 7, 2020 (AB2020-263) and signed by the County Executive on July 14, 2020.

PROPOSED BY: Planning & Development Services
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO THE
COUNTYWIDE PLANNING POLICIES**

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 adopt Countywide Planning Policies (incorporated into Appendix C of the Whatcom County Comprehensive Plan) relating to:
 - a. Review and Evaluation Program (also known as "Buildable Lands"); and
 - b. Dispute Resolution Procedures.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on April 20, 2020.
3. WAC 197-11-800 categorically exempts procedural actions from State Environmental Policy Act (SEPA) review. The SEPA Official determined that the subject proposal is exempt as a procedural action on April 21, 2020.
4. The subject Countywide Planning Policies were posted on the County website on April 20, 2020.

5. Notice of the Planning Commission hearing was published in the Bellingham Herald on August 28, 2020.
6. Notice of the Planning Commission hearing was posted on the County website as of August 28, 2020.
7. Notice of the Planning Commission hearing was sent to citizens, media, cities, and other groups on the County's e-mail list.
8. The Planning Commission held a public hearing on the subject amendments on September 10, 2020.
9. The Growth Management Act (GMA), originally approved by the State Legislature in 1990-91, required the County to adopt countywide planning policies in cooperation with the Cities (RCW 36.70A.040 and RCW 36.70A.210).
10. The GMA states countywide planning policies are used ". . . solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted pursuant to this chapter. This framework shall ensure that city and county comprehensive plans are consistent . . ." (RCW 36.70A.210(1)).
11. The County Council adopted the original countywide planning policies in April 1993 (Resolution 93-024).
12. The County Council amended the countywide planning policies in March 1997 (Resolution 97-011).
13. The County Council amended the countywide planning policies in January 2005 (Ordinance 2005-022).
14. The Washington State Legislature approved Engrossed Second Substitute Senate Bill 5254 relating to the Growth Management Act's "Review and Evaluation" program requirements in 2017. This legislation imposes new requirements that Whatcom County must address, in close coordination with the cities, over the next several years.
15. The GMA now requires Whatcom County to ". . . adopt, in consultation with its cities, countywide planning policies to establish a review and evaluation program. . . (RCW 36.70A.215(1)).
16. The GMA also requires methods for resolving disputes among jurisdictions relating to these countywide planning policies (RCW 36.70A.215(2)(c)).

17. The City/County Planner Group formulated the subject countywide planning policies to address the GMA-mandated Review and Evaluation Program requirements.
18. The City/County Planner Group recommended that the Dispute Resolution Procedures should apply to any countywide planning issue rather than only matters relating to the Review and Evaluation Program. Therefore, the Dispute Resolution Procedures are separate and distinct from the Review and Evaluation Program policies.
19. The County Executive initiated these Countywide Planning Policies for review pursuant to an interlocal agreement between the County and Cities (Whatcom County Contract No. 202007014).
20. The Planning Commission recommended approval of the CWPPs on September 10, 2020.
21. The County Council passed a motion on October 13, 2020 to send final draft Countywide Planning Policy amendments to the cities for review and approval.
22. The seven city councils concurred with the Countywide Planning Policies in November and December 2020.
23. GMA Planning Goal 11, relating to citizen participation and coordination, is to "Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts" (RCW 36.70A.020(11)).
24. The subject Countywide Planning Policies include the concepts of coordination and cooperative relationships between the County and Cities consistent with the GMA.

CONCLUSION

The subject Countywide Planning Policies are consistent with the GMA and are in the public interest.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Countywide Planning Policies are hereby adopted as shown on Exhibit A.

Section 2. 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 _____, 2021.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chairperson

APPROVED as to form:

() Approved () Denied

/s/ Royce Buckingham

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Exhibit A

Q. Review and Evaluation Program

1. The County and cities will cooperate to implement and maintain a program that meets the review and evaluation requirements of RCW 36.70A.215, unless the Growth Management Act no longer contains these requirements or sufficient funds are not appropriated by the state.
2. The purposes of this program are to:
 - a. Compare actual (achieved) development densities with planned development densities and determine whether the County and cities are achieving planned urban densities within urban growth areas and have sufficient suitable land to accommodate planned population and employment growth through the remainder of the 20-year planning period.
 - b. Identify and adopt reasonable measures, if necessary, to reduce the differences between actual development patterns and growth and development assumptions contained in the County comprehensive plan and/or city comprehensive plans.
3. The County, in conjunction with the cities, will develop and maintain a Review and Evaluation Program Methodology, taking into consideration the State Department of Commerce *Review & Evaluation Program Buildable Lands Guidelines*.
4. The County, in conjunction with the cities, will prepare, adopt, and publish a Buildable Lands Report in accordance with the timeframes set forth in the Growth Management Act.
5. The County and cities will follow the Review and Evaluation Program Methodology for the collection, monitoring, and analysis of development activity data, and comparing actual growth and development patterns with growth and development assumptions. As part of this process, the cities and County will collect data annually. The cities will provide collected data to the County upon request.

6. When the Buildable Lands Report identifies inconsistencies between actual development patterns and growth and development assumptions and targets contained in the County comprehensive plan and/or city comprehensive plans, the County and cities will discuss whether reasonable measures are necessary and appropriate to address such inconsistencies before considering adjusting urban growth areas. Each jurisdiction will individually determine whether reasonable measures are required under the Growth Management Act for their jurisdiction.
7. The County and cities will cooperate, and make every effort at the staff level, to resolve disputes regarding inconsistencies in collection and analysis of data.
8. Nothing in this policy will be construed as altering the land use power of any Whatcom County jurisdiction under established law.

R. Dispute Resolution Procedures

1. The County and cities will work cooperatively to implement the countywide planning policies. The County and cities will work together to attempt to resolve any disputes regarding implementation of the countywide planning policies.
2. In the event of an impasse, the jurisdictions involved may mutually agree to use mediation for a minimum of 90 days. After the 90 day period, the parties may, by mutual agreement, elect to utilize binding arbitration. In the event that the parties agree to use arbitration, a three member arbitration panel will be selected by mutual agreement. If the parties cannot agree on membership of the panel, each party will select one member and those two members will select the third member. The decision of the arbitration panel on the issue will be final.
3. If mediation, arbitration, or both are used, each jurisdiction will be responsible for its own legal costs, but the jurisdictions involved will split the costs of a mediator or arbitrators evenly.
4. Nothing in this policy will be construed as altering the land use power of any Whatcom County jurisdiction under established law.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-058

File ID:	AB2021-058	Version:	1	Status:	Introduced for Public Hearing
File Created:	01/11/2021	Entered by:	RMcconne@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	02/09/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance adopting the temporary installation of stop signs on Deer Trail

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/26/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff memo, Proposed ordinance



MEMORANDUM

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

Through: Jon Hutchings, Director

From: James P. Karcher, P.E., County Engineer *JPK*

Date: January 12, 2021

Re: Deer Trail – fill slope failure / slide
Ordinance for Temporary Installation of Stop Signs

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to install temporary stop signs on Deer Trail until the road repairs for the fill slope failure are complete.

Background and Purpose

Due to recent severe weather and heavy rains, a portion of Deer Trail from 100 feet south of Cherry Tree Lane to Cherry Tree Lane, experienced a fill slope failure on January 4, 2021, requiring a one lane roadway configuration with stop control at each end. The repair is projected to take several months or longer to design and may not be completed in 2021. These temporary stop signs will be removed at the completion of the repair work.

Information

This ordinance will allow for the installation of stop signs and is necessary to comply with RCW 46.61.200 and RCW 47.36.110 to install traffic control signs.

Please contact Douglas Ranney II, P.E., Engineering Services Manager at extension 6255 with any questions regarding this ordinance.

Attachments

ORDINANCE NO. _____

TEMPORARY INSTALLATION OF STOP SIGNS ON DEER TRAIL

WHEREAS, in compliance with RCW 46.61.200 and 47.36.110, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, due to recent severe weather, and associated heavy rains, there was a fill slope failure to a portion of Deer Trail, and it was determined that a one lane road is needed on Deer Trail in the vicinity of Cherry Tree Lane with stop control at each end; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that temporary stop signs be installed on Deer Trail, southbound at the intersection with Cherry Tree Lane, and northbound 100 feet south of Cherry Tree Lane, located within Section 24, Township 40 North, Range 1 West, W.M.; and

BE IT FURTHER ORDAINED that when the repairs to Deer Trail are completed, the temporary stop signs will be removed; and

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

() Approved () Denied

Approved via email-CQ/RM

Sr. Deputy Prosecuting Attorney,
Civil Division

Satpal 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: AB2021-075

File ID:	AB2021-075	Version:	1	Status:	Introduced for Public Hearing
File Created:	01/20/2021	Entered by:			
Department:		File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance authorizing the closure of a portion of 4th Street in Custer, Washington, related to COVID-19 economic relief

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This proposed ordinance would temporarily close a portion of 4th Street in Custer, Washington, to allow Tony's Tavern to establish an outdoor seating area to be utilized until one week (seven days) after the last state or local mandate is lifted that limits the business to less than 100 percent capacity for indoor services.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/26/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Ordinance

ORDINANCE NO. _____

**AUTHORIZING CLOSURE OF A PORTION OF 4TH STREET IN CUSTER, WASHINGTON,
RELATED TO COVID-19 ECONOMIC RELIEF**

WHEREAS, the Governor has issued many emergency proclamations and mandates to stop the spread of the COVID-19 virus; and

WHEREAS, the County Executive has issued a Proclamation of Emergency to stop the spread of the COVID-19 virus; and

WHEREAS, these mandates have effectively closed many businesses, while not defined as essential, are essential to the families they support; and

WHEREAS, restaurants, bars, and taverns have been able to serve customers as long as they can provide outdoor seating; and

WHEREAS, some restaurants are not able to accommodate the outdoor space needed without using the public right of way or public road; and

WHEREAS, Whatcom County's financial resources are limited; and

WHEREAS, business assistance can come in the form of non-monetary solutions; and

WHEREAS, Chapter 12.06.010 of the Whatcom County Code, by referring to Chapter 46.44.080 of the Revised Code of Washington, requires that each temporary road closure or restriction be authorized by the County Council through ordinance; and

WHEREAS, the Whatcom County Council is authorized to close the road according to the provisions of RCW 36.32.120 Section 2; and

WHEREAS, Tony's Tavern in Custer, Washington, has requested the County temporarily close a section of road in order to facilitate their ability to run their multigenerational family owned business; and

WHEREAS, Tony's Tavern will set up weather appropriate outdoor seating in the section of roadway being closed to operate their business.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Public Works Department is hereby directed, subject to further consideration for re-establishing access for adjoining property owners and the public, to close the section of 4th Street that is adjacent to Tony's Tavern with the southern boundary being the intersection of 4th and Main and extending to the end of Tony's Tavern's property line as the northern boundary or less.

BE IT FURTHER ORDAINED that the duration of closure will conclude one week (seven days) after the last state or local mandate has been lifted that limits Tony's business to less than 100 percent capacity for indoor services.

1 **BE IT FURTHER ORDAINED** that as a condition of road closure, Tony's Tavern will
2 install proper signs and barriers approved by Whatcom County Public Works at the approved
3 locations, allowing pedestrian and non-motorized vehicles access along said portions of
4 closed roads.

5
6 **BE IT FINALLY ORDAINED** that, if available, signage and barriers may be provided
7 by Whatcom County Public Works at no cost.

8
9 **ADOPTED** this ____ day of _____, 2021.

10
11
12
13 **ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

14
15
16 _____
17 Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

18
19
20 **APPROVED AS TO FORM:**

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

21
22
23
24 _____
25 Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-031

File ID:	AB2021-031	Version:	2	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	02/09/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Business & Commerce Advisory Committee -
Applicant(s): Brad Rader

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memo.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/12/2021	Council	NOMINATED AND APPOINTED	

Attachments: Staff Memo, Rader Application

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
(360) 778-5010**COUNCILMEMBERS**Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner**WHATCOM COUNTY COUNCIL**

February 9, 2021

TO: County Councilmembers

FROM: Jill Nixon, Legislative Coordinator II

SUBJ: Appointment of Brad Rader to Business and Commerce Advisory Committee

On January 12, 2021, the County Council appointed Brad Rader to the Business and Commerce Advisory Committee. Mr. Rader has already served one term on the committee, as the agriculture representative.

Mr. Rader reapplied for a second term as the agricultural representative. However, the Council appointed him to the food processing representative position.

Since that appointment, Mr. Rader indicated via email on January 21, 2021 that he preferred to serve on the committee in the position indicated on his application, the agriculture representative.

Requested Action: The Council is asked to:

1. Rescind its vote from January 12, 2021 to appoint Mr. Rader to the food processing representative position on the Business and Commerce Advisory Committee
2. Appoint Mr. Rader to the agriculture representative position on the Business and Commerce Advisory Committee

From: [Brad Rader](#)
To: [Goldberg, Don](#); [Jill Nixon](#)
Cc: [Noveck, Jennifer](#); [Dana Brown-Davis](#)
Subject: RE: EXTERNAL - Appointments to Business & Commerce Adv. Comm.
Date: Thursday, January 21, 2021 3:13:01 PM

Hello,

I know regardless of sector assignment I can talk on either topics during meetings but I would prefer to be the Ag Sector Rep unless there is a reason why I need to stay on Food Processing. Rud mentioned something about a "committee"?

Best Regards,

Brad L. Rader



From: Goldberg, Don <dgoldberg@portofbellingham.com>
Sent: Thursday, January 21, 2021 2:44 PM
To: Jill Nixon <JNixon@co.whatcom.wa.us>; Brad Rader <brad@raderfarms.com>
Cc: Noveck, Jennifer <jennifern@portofbellingham.com>; Dana Brown-Davis <DBrown@co.whatcom.wa.us>
Subject: RE: EXTERNAL - Appointments to Business & Commerce Adv. Comm.

Jill,

We discussed this today during our meeting. I'll leave it to Brad but it seems like Brad would prefer to remain as the Agriculture sector rep. and that we should advertise for a food processor sector. In addition, I want to stress my opinion that these roles in general should not be small businesses since we are looking for broad sector representation and companies that have significant impact to our regional economy.

Thanks for your support and Brad please chime in



COUNCILMEMBERS:

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

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Brad Rader Date: 12/1/20
Street Address: 1270 E. Badger Rd.
City: Lynden WA Zip Code: 98264
Mailing Address (if different from street address): _____
Day Telephone: 360 815 4808 Evening Telephone: _____ Cell Phone: _____
E-mail address: brad.rader.farms.com

1. Name of board or committee—please see reverse: Business and Commerce Adv Comm
2. You must specify which position you are applying for.
Please refer to vacancy list.
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.)
4. Which Council district do you live in? _____ () One () Two () Three () Four () Five ☒ yes () no
5. Are you a US citizen? _____ ☒ yes () no
6. Are you registered to vote in Whatcom County? _____ ☒ yes () no
7. Have you ever been a member of this Board/Commission? _____ ☒ yes () no
If yes, dates: _____
8. Do you or your spouse have a financial interest in or are you an employee or officer of any
business or agency that does business with Whatcom County? _____ () yes ☒ no
If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected
office in any jurisdiction within the county? _____ () yes ☒ no
You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.
10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community
activities, and education.
Berry farming and processing in whatcom
11. Please describe why you're interested in serving on this board or commission:
Farming is key to the future success of our County
and I would like to help be a voice for it on this team!

References (please include daytime telephone number): _____

Signature of applicant: [Signature]

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

RECEIVED

DEC 07 2020

WHATCOM COUNTY
COUNCIL

507



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-040

File ID:	AB2021-040	Version:	2	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	02/09/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Portage Bay Shellfish Protection District Advisory Committee - Applicant(s): Dorie Belisle

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

PORTAGE BAY SHELLFISH PROTECTION DISTRICT

5 vacancies, members eligible to reapply, 4-year terms

Members must have a direct interest in the shellfish protection district. Duties are to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Portage Bay Shellfish Protection District. Meets quarterly.

WCC 16.20.065(D): Member terms will be four years, unless otherwise required by the Revised Code of Washington (RCW). Council may waive the term limit requirements of Chapter 2.03 WCC on a case-by-case basis as it applies to this chapter.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/12/2021	Council	APPOINTED	

Attachments: Applicant List Version 2, Belisle Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

PORTAGE BAY SHELLFISH PROTECTION DISTRICT

5 vacancies, 4-year terms

WCC 16.20.065(D): Member terms will be four years, unless otherwise required by the Revised Code of Washington (RCW). **Council may waive the term limit requirements of Chapter 2.03 WCC on a case-by-case basis as it applies to this chapter.**

Members must have a direct interest in the shellfish protection district. Duties are to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Portage Bay Shellfish Protection District. Meets quarterly.

- Dorie Belisle, incumbent (3rd term, see WCC, below*)

** WCC 16.20.065(D): Member terms will be four years, unless otherwise required by the Revised Code of Washington (RCW). Council may waive the term limit requirements of Chapter 2.03 WCC on a case-by-case basis as it applies to this chapter.*

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)



RECEIVED

JAN 25 2021

WHATCOM COUNTY
COUNCIL

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

WHATCOM COUNTY COUNCIL

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Dorene Belisle (Dorie) Date: 1/20/2021
Street Address: 2477 Eric Terrace
City: Bellingham Zip Code: 98229
Mailing Address (if different from street address): _____
Day Telephone: 360 303 0274 Evening Telephone: _____ Cell Phone: 360 303 0274
E-mail address: djbelisle@hotmail.com

- Name of board or committee-please see reverse: Portage Bay Shellfish Protection District
- You must specify which position you are applying for.
Please refer to vacancy list. Advisory Com. Committee Member
- Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) _____ (☒) yes () no
- Which Council district do you live in? _____ () One (☒) Two () Three () Four () Five
- Are you a US citizen? _____ (☒) yes () no
- Are you registered to vote in Whatcom County? _____ (☒) yes () no
- Have you ever been a member of this Board/Commission? _____ (☒) yes () no
If yes, dates: 2 terms ending Jan. 31, 2021
- Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ☒ yes (☒) no
If yes, please explain: Bette Wood Acres, Inc in Whatcom - not with
- Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? _____ () yes (☒) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

- Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
Former Farmer/orchardist, Former manager of the Tenmile Creek Watershed Project - 2001-2008. Present NSEA Board Member.
- Please describe why you're interested in serving on this board or commission: I wish to continue serving on this committee till the fecal coliform numbers are down in all tribs of the Nooksack and all testing stations are approved.

References (please include daytime telephone number): _____

Erika Douglas 360 778-6284 Christine Woodward 360 380 1726

Signature of applicant: Dorie Belisle

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-043

File ID:	AB2021-043	Version:	2	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	02/09/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Solid Waste Advisory Committee - Applicant(s): Brandi Hutton

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

SOLID WASTE ADVISORY COMMITTEE

3 Vacancies, 3-year terms

- 1 vacancy representing a public interest group
- 1 vacancy representing the waste collection industry
- 1 vacancy representing agriculture

No two representatives can be from the same company or public interest group. The committee provides ongoing public input and advice to Whatcom County on solid waste management issues.

Generally meets quarterly on Thursday evenings, but meeting schedule and frequency subject to change upon committee approval.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/12/2021	Council	APPOINTED	

Attachments: Applicant List Version 2, Hutton Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

SOLID WASTE ADVISORY COMMITTEE

3 Vacancies, 3-year terms

- **1 vacancy representing a public interest group**
- 1 vacancy representing the waste collection industry
- 1 vacancy representing agriculture

No two representatives can be from the same company or public interest group. The committee provides ongoing public input and advice to Whatcom County on solid waste management issues. Generally meets quarterly on Thursday evenings, but meeting schedule and frequency subject to change upon committee approval.

Public Interest Group

- Brandi Hutton

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 25, 2021 11:21:51 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	brandi
Last Name	Hutton
Today's Date	1/25/2021
Street Address	2800 Yew Street
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3603050004
Secondary Telephone	3606477093
Email Address	brandih@sustainableconnections.org

Step 2

1. Name of Board or Solid Waste Advisory Committee

Committee

Solid Waste Advisory Committee (SWAC) Position:	Public interest group representative (and the name of the group you represent)
--	--

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 2
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>
--	-----------------------------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>I am currently the Sustainable Business Development Program Assistant at Sustainable Connections. I have held this position for a year and a half absorbing and learning all that I can about waste management in Whatcom County. My primary focus at this time is Sustainable Connection's Food Recovery Program, due to the pandemic slowing our ability to conduct traditional waste audits.</p> <p>Before starting with Sustainable Connections, I studied Environmental Conservation at Western Washington University. After graduating, I took a position with The Whatcom Conservation District working as a Conservation Reserve Enhancement Program CREP assistant and helping to run their annual native plant sale.</p>
10. Please describe why you're interested in serving on this board or commission	<p>Prior to accepting a job with Sustainable Connections, I was not in the profession of helping community members and business navigate or local waste streams. I want to excel and glean as much information as possible to be able to convey the most accurate and up to date information I can. I feel I am in a unique position to both deliver the most accurate information to the consumer as was as rely back the experience of the customer perspective.</p>
References (please include daytime telephone number):	<p>Mark Peterson, Sustainable Business Development Program Manager (360) 201-0879</p>
Signature of applicant:	<p>Brandi Hutton</p>
Place Signed / Submitted	<p>2800 Yew St. Bellingham, WA 98226</p>

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-084

File ID:	AB2021-084	Version:	1	Status:	Agenda Ready
File Created:	01/25/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	02/09/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Noxious Weed Control Board - Applicant(s): Dale Yoder and Alexander Vondrell

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NOXIOUS WEED CONTROL BOARD

2 Vacancies, current members eligible to reapply, 4-year terms. Members must reside in Noxious Weed district 1 or 4, be engaged in agricultural production, and have ten signatures from registered voters in that district.

- District No. 1 - North Boundary is the U.S./Canada Border; South Boundary follows along Birch-Bay Lynden, Polinder, Timon, Lindsay and Sorenson Rds.; East and West Boundaries are the same for Whatcom County.
- District No. 4 - North Boundary follows Slater and Bakerview Rds.; South Boundary follows Galbraith Rd. east to west through Hale Passage excluding Lummi Island; East and West Boundaries are the same as for Whatcom County.

Four board members shall be involved in the primary production of agriculture products. However, this does not require that agriculture be a primary source of income for these members. The Board promotes education concerning management of listed noxious weeds such as tansy ragwort, knapweed, purple loosestrife, knotweed and their impacts on natural resources. Members generally meet every other month.

HISTORY OF LEGISLATIVE FILE

Date:

Acting Body:

Action:

Sent To:

Attachments: Applicant List, Yoder Application, Vondrell Application.pdf



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

NOXIOUS WEED CONTROL BOARD

2 Vacancies, current members eligible to reapply, 4-year terms. Members must reside in Noxious Weed district 1 or 4, be engaged in agricultural production, and have ten signatures from registered voters in that district.

- District No. 1 - North Boundary is the U.S./Canada Border; South Boundary follows along Birch-Bay Lynden, Polinder, Timon, Lindsay and Sorenson Rds.; East and West Boundaries are the same for Whatcom County.
- District No. 4 - North Boundary follows Slater and Bakerview Rds.; South Boundary follows Galbraith Rd. east to west through Hale Passage excluding Lummi Island; East and West Boundaries are the same as for Whatcom County.

Four board members shall be involved in the primary production of agriculture products. However, this does not require that agriculture be a primary source of income for these members. The Board promotes education concerning management of listed noxious weeds such as tansy ragwort, knapweed, purple loosestrife, knotweed and their impacts on natural resources. Members generally meet every other month.

At the Noxious Weed Control Board meeting on December 15, 2020, the Board voted to recommend the following applicant(s), per RCW 17.10.050(2)

Noxious Weed District 1 Applicant:

- Dale Yoder, incumbent

Noxious Weed District 7 Applicant:

- Alexander Vondrell, incumbent

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, December 7, 2020 8:45:07 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Dale
Last Name	Yoder
Today's Date	12/7/2020
Street Address	9279 weidkamp Rd
City	Lynden
Zip	9826r
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	360.303.4240
Secondary Telephone	Field not completed.
Email Address	Dyoder10@hotmail.com

Step 2

1. Name of Board or Noxious Weed Control Board

Committee

Noxious Weed Control Board Position:	Noxious Weed District 1
--------------------------------------	-------------------------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	No
--	----

3. Which Council district do you live in?	District 1
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	Yes
--	-----

If yes, please list dates:	<i>Field not completed.</i>
----------------------------	-----------------------------

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, &	<i>Field not completed.</i>
--	-----------------------------

interest in response to
the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Farmer/rancher

10. Please describe why you're interested in serving on this board or commission

Field not completed.

References (please include daytime telephone number):

Field not completed.

Signature of applicant:

Dale Yoder

Place Signed /
Submitted

Lynden Washington

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, February 1, 2021 10:14:05 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Alexander
Last Name	Vomdrell
Today's Date	2/1/2021
Street Address	2302 Lisa Lane
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	360-961-4798
Secondary Telephone	Field not completed.
Email Address	ajvondrell@hotmail.com

Step 2

1. Name of Board or Noxious Weed Control Board

Committee

Noxious Weed Control Board Position:	Noxious Weed District 4
--------------------------------------	-------------------------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 4
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	Yes
--	-----

If yes, please list dates:	The last 4 years
----------------------------	------------------

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, &	<i>Field not completed.</i>
--	-----------------------------

interest in response to
the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	City of Bellingham Construction Inspector
10. Please describe why you're interested in serving on this board or commission	I would like to continue being a board member. I strongly believe in the efforts of controlling noxious weeds in our county.
References (please include daytime telephone number):	Laurel Baldwin 360-319-6961
Signature of applicant:	Alexander Vondrell
Place Signed / Submitted	Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-092

File ID:	AB2021-092	Version:	1	Status:	Agenda Ready
File Created:	01/27/2021	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	02/09/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2021 Whatcom County Budget, request no. 3, in the amount of \$7,854,280

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #3 requests funding from the General Fund:

1. To reappropriate \$47,016 in Parks to fund Lookout Mountain Road failure A&E from grant proceeds.
2. To reappropriate \$30,625 in Parks to fund Point Whitehorn Stairway A&E from grant proceeds.
3. To reappropriate \$163,777 in Sheriff to fund Operation Stonegarden FY19 program from grant proceeds.
4. To reappropriate \$2,419 in Sheriff to fund Organized Crime Drug Enforcement Task Forces program from grant proceeds.
5. To appropriate \$6,809,443 in Health to fund Emergency Rental Assistance 2021 program from grant proceeds.

From the COVID-19 Emergency Response Fund:

6. To appropriate \$551,000 to fund COVID response - recovery activities.

From the Conservation Futures Fund:

7. To appropriate \$250,000 to fund City of Lynden Glenning Park project.

HISTORY OF LEGISLATIVE FILE

Date:

Acting Body:

Action:

Sent To:

Attachments: Proposed Ordinance, Supplemental Summary, Supplemental Requests

**ORDINANCE NO.
AMENDMENT NO. 3 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 #2020-068 is hereby amended by adding the following additional
amounts to the 2021 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Parks	77,641	(77,641)	-
Sheriff	166,196	(166,196)	-
Health	6,809,443	(6,911,585)	(102,142)
Total General Fund	7,053,280	(7,155,422)	(102,142)
COVID-19 Emergency Response Fund	551,000	-	551,000
Conservation Futures Fund	250,000	-	250,000
Total Supplemental	7,854,280	(7,155,422)	698,858

ADOPTED this ____ day of _____, 2021.

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. 3				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Parks	To fund Lookout Mountain Road failure A&E from grant proceeds.	47,016	(47,016)	-
Parks	To fund Point Whitehorn Stairway A&E from grant proceeds.	30,625	(30,625)	
Sheriff	To fund Operation Stonegarden FY19 program from grant proceeds.	163,777	(163,777)	-
Sheriff	To fund Organized Crime Drug Enforcement Task Forces program from grant proceeds.	2,419	(2,419)	-
Health	To fund Emergency Rental Assistance 2021 program from grant proceeds.	6,809,443	(6,911,585)	(102,142)
Total General Fund		7,053,280	(7,155,422)	(102,142)
COVID-19 Emergency Response Fund	To fund COVID Response - Recovery	551,000	-	551,000
Conservation Futures Fund	To fund Glenning Park Project	250,000	-	250,000
Total Supplemental		7,854,280	(7,155,422)	698,858

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 3151

Fund 1

Cost Center 6352

Originator: Christ Thomsen

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Lookout Mountain Road Failure A&E - FEMA 08-4615

X

Department Head Signature (Required on Hard Copy Submission)

Date

1-25-21

Costs:	Object	Object Description	Amount Requested
	4333.8310	FEMA	(\$40,299)
	4334.0181	FEMA Military	(\$6,717)
	6630	Professional Services	\$47,016
	Request Total		\$0

1a. Description of request:

This request provides budgeting and spending authority for the use of FEMA funds in the amount of \$47,016 for Architecture and Engineering to develop plans, specifications, and engineering estimate for the repair of the LM-2000 and LM-2100 roads in the Lookout Mountain Forest Preserve.

1b. Primary customers:

The citizens of Whatcom County are the primary customers. Lookout Mountain trails had over 48,000 visitors in 2020. Additional customers are department staff using these roads for management activities, EMS, and leaseholders.

2. Problem to be solved:

During the winter of 2018/2019, a storm (incident 18-4615) caused a slope failure between the LM-2000 and LM-2100 roads within the Lookout Mountain Forest Preserve. The slide caused substantial damage to the LM-2100 roads and lesser damage to the LM-2000 road. Portions of the LM-2100 road failed (approximately 70 feet of the roadway was lost). The slide materials were deposited on the LM-2000 road causing damage to culverts, a lateral ditch, and road surfacing. The department took immediate action to stabilize the slide area and clear the LM-2000 road. Today, the slide area is minimally active, the LM-2100 road remains impassable to motor vehicles, and continues to degrade. The slide and road failure received a grant from FEMA for architecture and engineering work development plans, specifications and engineering estimate for repairs. This budget supplemental provides budgetary expenditure authority to encumber these funds and proceed with A&E.

The LM-2000 is a critical road as it is a mainline road that provides access for land managers, communications leaseholders, EMS and other across a large portion of Lookout Mountain Forest Preserve. The LM-2100 road provides valuable access for land managers and recreationists.

3a. Options / Advantages:

Both roads are important to the management of Lookout Mountain Forest Preserve. With this in mind, two options were considered.

1) Do nothing in response to the slope failure. This precludes the continued use of the LM-2100 road because the failure caused the loss of approximately 70-feet of the roadway. At the worst point, the loss included the full width of the roadway. The LM-2000 remains open and useable at this time but is at risk of additional damage or complete loss should the slope fail again.

2) Effect repairs to stabilize the slope and restore the roads. This option repairs both roads and provides for ongoing use of the LM-2000 and LM-2100 roads.

Thursday, January 14, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 3151

Fund 1

Cost Center 6352

Originator: Christ Thomsen

Option two is the best option as it repairs roads that provide critical and valuable access for land management, EMS, leaseholder, and recreation activities.

3b. Cost savings:

This is a repair project and no cost savings are expected as a result. Pursuing use of valuable Federal funds now provides an alternate fund source for Architecture and Engineering costs, along with eventual repair costs once repairs are implemented. This project is eligible for funding from FEMA for construction costs as well.

4a. Outcomes:

Architecture & Engineering complete in 2021

4b. Measures:

Architecture & Engineering are complete and federal funding for construction based on the engineer's cost estimate are secured.

5a. Other Departments/Agencies:

Finance will assist in facilitating procurement of the Architecture and Engineering firm.

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

6. Funding Source:

Federal FEMA funds were received in 2020 and accrued to 2021 in account 6352.4333.8310 & 6352.4333.0181

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 3153

Fund 1

Cost Center 6370

Originator: Christ Thomsen

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Point Whitehorn Stairway - FEMA 08-4615

X

Department Head Signature (Required on Hard Copy Submission)

Date

1-25-21

Costs:	Object	Object Description	Amount Requested
	4333.8310	FEMA	(\$26,250)
	4334.0181	FEMA Military	(\$4,375)
	6630	Professional Services	\$30,625
	Request Total		\$0

1a. Description of request:

This request provides expenditure authority for the use of FEMA funds in the amount of \$30,631 for architecture and engineering to develop plans, specifications, and engineering estimate for the repair or replacement of the high-bank stairway at Point Whitehorn Marine Reserve.

The high-bank stairway provides public access from the highlands of the reserve to the saltwater shoreline and tidelands. This was a key element for acquisition of the property for park purposes.

1b. Primary customers:

The primary customers are the citizens of Whatcom County and the over 25,000 annual visitors to Point Whitehorn Marine Reserve.

2. Problem to be solved:

During the winter of 2018-2019, a storm (incident 18-4618) caused a slope failure within the Point Whitehorn Marine Reserve which affected the high-bank stairway that provides access from the highlands of the park to the Puget Sound shoreline. The slope failure undermined the stairway, causing damage to the stairway and creating a potential for stairway failure. The stairway received repairs, was determined to be safe for public use, and was reopened to the public. Because of the potential for failure, the stairway was eligible to receive FEMA funding for architecture and engineering work to develop plans, specifications, and engineering estimates. A winter storm in 2020 (incident 20-0256) contributed to further degradation of the slope and stairway making it unsafe for use. The stairway was closed to the public as a result and remains closed. Funding has been received from FEMA for A&E costs and this budget supplemental is to provide expenditure authority to encumber these funds and proceed with the project.

3a. Options / Advantages:

Two options were evaluated:

1) Remove the existing stairway and close access to the shoreline. This option reduces services by eliminating shoreline and tideland access within Point Whitehorn Marine Reserve.

2) Repair or replace the existing stairway in way that provides safe and reliable access to the shoreline. This option provides continuation of services by maintaining shoreline and tidelands access.

Shoreline access is a primary draw of visitors to Point Whitehorn Marine Reserve and was an important element of its acquisition. Continued provision of shoreline access via a high-bank stairway is a critical component of the park infrastructure. Option two provides the opportunity to continue to provide this service in a safe manner, making it the best option.

Thursday, January 14, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 3153

Fund 1

Cost Center 6370

Originator: Christ Thomsen

3b. Cost savings:

This is a repair project and no cost savings are expected as a result. Pursuing use of available federal funds now provides an alternate fund source for architecture and engineering costs, along with eventual repair costs.

4a. Outcomes:

Architecture and engineering are complete in 2021

4b. Measures:

A&E work is complete and Federal funding for repairs based on engineer's cost estimate is secured

5a. Other Departments/Agencies:

Finance will assist with facilitating procurement of the architecture and engineering firm.

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

6. Funding Source:

Federal FEMA funds were received in 2020 and accrued to 2021. Funds were deposited into accounts 6370.4333.8310 and 6370.4334.0181.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3155

Fund 1

Cost Center 1003519005

Originator: Donna Duling

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2021 - Operation Stonegarden FY19

X

Bu Eg

1-25-2021

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.8705	St Homeland Sec Grt Prg	(\$163,777)
	6110	Regular Salaries & Wages	\$11,663
	6140	Overtime	\$111,240
	6210	Retirement	\$6,939
	6230	Social Security	\$9,402
	6259	Worker's Comp-Interfund	\$3,093
	6269	Unemployment-Interfund	\$159
	6410	Fuel	\$10,800
	6790	Travel-Other	\$10,481
	Request Total		\$0

1a. Description of request:

Supplemental Budget #3075 was approved in 2020 for the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) FY19 Operation Stonegarden (OPSG) Grant Program award (W.C. Contract# 202007008). The total award was \$400,725 with 163,777 allocated to the Sheriff's Office and \$236,948 allocated for other law enforcement agencies (sub-recipients).

The Sheriff's Office used \$4,672.85 of this grant in 2020. Funds remaining total \$396,052.15 with \$163,777 for the Sheriff's Office and \$232,275.15 for sub-recipients. This supplemental budget is for the Sheriff's Office remaining allocation. The remaining allocation for sub-recipients will be included in the 2021 budget through continuing appropriations.

State and Local law enforcement agencies are not empowered to enforce immigration laws under the OPSG program.

1b. Primary customers:

Area law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

2. Problem to be solved:

Budget authority is needed to use OPSG FY19 funds in 2021.

3a. Options / Advantages:

These funds were allocated specifically for Operation Stonegarden patrols; they may not be used for any other purpose.

3b. Cost savings:

4a. Outcomes:

Enhanced patrols will be conducted per contract specifications and timelines, and Daily Activity Reports

Monday, January 25, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3155

Fund 1

Cost Center 1003519005

Originator: Donna Duling

will be submitted.

4b. Measures:

The Whatcom County Sheriff's Office and U.S. Border Patrol Blaine Sector will monitor projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:

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

6. Funding Source:

Indirect federal grant from Washington State Military Department. Funds originate from U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) FY2019 OPSG Grant Program, CFDA No. 97.067

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3156

Fund 1

Cost Center 1003520004

Originator: Donna Duling

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2021 - OCDETF DEA RL-19-0005

X 

1-25-2021

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4342.1013	Reimb Drug Enforcement	(\$2,419)
	6140	Overtime	\$2,419
	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 (WC Contract #202010037).

The total award in 2020 was \$2,500.00, of which the Sheriff's Office used \$81.30 leaving a balance of \$2,418.70. This supplemental budget is for the remaining balance.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

Budget authority is needed to use these funds in 2021.

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 \$2,418.70

4a. Outcomes:

Deputies assigned to assist in OCDETF investigations may perform a variety of duties: interviewing witnesses, conducting surveillance, performing undercover assignments, handling informant 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 \$2,418.70 from the State and Local Overtime (SLOT) Funds.

Monday, January 25, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3158

Fund 1

Cost Center 677700

Originator: Anne Deacon

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Emergency Rental Assistance 2021

X

Erika Jantenbach

1/25/2021

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4331.2102	Emergency Rental Assistance	(\$6,911,585)
	6610	Contractual Services	\$6,809,443
	Request Total		(\$102,142)

1a. Description of request:

The Health Department requests expenditure authority of new federal funding from the US Treasury to provide housing assistance for households in Whatcom County. 90% of these emergency rental assistance funds will be used for payment of rent and utilities. The remaining ten percent will be available for housing stability services including personnel required to deliver assistance. The Health Department will work with local housing support service providers to deliver the program. The grant total of \$6,911,585 provides funding through December 31, 2021.

1b. Primary customers:

Households in Whatcom County who are below 80% of the Area Median Income (AMI) and have rent or utility obligations that place them at risk of losing their housing or utilities without financial assistance. Households below 50% of the AMI are prioritized.

2. Problem to be solved:

The COVID pandemic has created an economic crisis for many households who have experienced a loss of income and/or a significant increase in costs. This crisis has caused many households to be in arrears or unable to continue paying lease obligations or utility bills. Upon termination of the current Eviction Moratorium, it is expected that many households will lose their housing if financial assistance is not provided. According to the Census Bureau Pulse Survey, approximately 12% of the Washington State renters are not caught up on rent payments, placing them at risk of eviction.

3a. Options / Advantages:

Whatcom County had the option to accept the federal grant, or to deny the direct funds and defer our share to the state. In order to maximize the amount Whatcom County could receive, the county chose to receive the funds directly from the US Treasury Department. Receiving the monies directly expedited the ability to utilize the funds, thereby affording immediate planning efforts for distribution of assistance.

3b. Cost savings:

Households that might otherwise experience loss of stable housing and perhaps exit to homelessness can now remain in their homes. Stable housing promotes opportunities for gainful employment, education, family and social ties. This provides a positive return on the investment as households can continue to contribute to the local economy with no need to rely on other public assistance.

4a. Outcomes:

Eligible households will receive up to 12 months of rent and utility assistance, distributed in no more than three-month increments. Evictions will be prevented.

4b. Measures:

The program anticipates serving approximately 130 households per month. The average amount of

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3158

Fund

Cost Center

Originator: Anne Deacon

assistance per household is anticipated at \$5,000.

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:

US Treasury Department / Consolidated Appropriations Act 2021

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3160 Fund 134 Cost Center Originator: T. Helms

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: COVID Response - Recovery

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6120	Extra Help	\$32,000
	6429	Fuel-Interfund	\$1,000
	6610	Contractual Services	\$395,000
	7069	Repairs & Maint-Interfun	\$2,000
	7190	Other Miscellaneous	\$5,000
	7350	Buildings & Structures	\$116,000
	Request Total		\$551,000

1a. Description of request:

Whatcom County continues to plan, prepare for and respond to the COVID-19 pandemic. While the Federal Coronavirus Aid, Relief, and Economic Security Act (CARES) funding ended last year Whatcom County's response and recovery efforts continue. With the remaining Fund balance, the County has committed to the following:

The acquisition of tiny homes began in December last year and the remainder of that purchase is included in this budget supplemental. The acquisition and placement of 50 tiny homes in response to the homeless crisis impacted by COVID-19 helps to address the homeless/housing crisis in Whatcom County.

Securing contractula services thorough Opporutnity Council to afford Emergency Shelter services for the homeless by way of motel vouchers.

Additional financial support for the Bellingham Food Bank for new costs associated with operating safely during the pandemic and the extensive setup and safe distrubtion for the iincreased food purchases.

Affording quick, reliable and safe transport of COVID-19 positive clients of mobile health services through GRACE and LEAD. This transportation will allow for critical continuity of care. This budget supplemental includes the cost to retrofit the van, fuel and maintenance used for the mobile health transports.

We are also proposing \$200,000 in limited contingency to ensure quick response to COVID-19 impacts when and if, needed. This will allow us to intiate a timely response that may necessitate additional funding when needs and expenses are more clearly defined.

Final payment for acquisition of 50 Tiny Homes	\$116,000
Mobile Health Transport Van:	\$ 40,000
Emergency Contingency:	\$200,000
Motel Vouchers for homeless:	\$100,000
Food Bank new costs for safe operations & increased buld food purchasing & staging	\$ 95,000

Monday, February 01, 2021

Rpt: Rpt Suppl Regular

Non-Departmental

Suppl ID # 3160

Fund 134

Cost Center

Originator: T. Helms

1b. Primary customers:

Whatcom County residents

2. Problem to be solved:

Whatcom County utilized a significant amount of the 2020 CARES Act Funding through the reimbursement process. We are proposing to use a portion of the remaining \$6.7M Fund balance to cover additional costs anticipated for continued COVID-19 response and recovery.

Paying for the remainder of the 50 tiny homes which help to address the homeless crisis during the COVID-19 pandemic.

Supporting the mobile health transport van for COVID-19 positive patients.

The Health Department works through Opportunity Council to provide emergency motel vouchers for the homeless in the amount of \$100,000.

The Food Bank has incurred additional costs associated with operating safely during the pandemic. Significant increases in purchased food and staging has required additional purchases of cardboard boxes, plastic wrap, tents, etc. to ensure safe staging and storage.

Ensuring preliminary budget authority to allow for an initial response to quickly emerging COVID-19 impact needs such as the two described above. The COVID-19 environment has created fast moving dilemmas that may require immediate response to mitigate further distress. This contingency would allow timely response with the ability to seek council support for additional funding when/if necessary. If the response requires additional funding council would expect to see additional budget supplemental requests.

This budget supplemental provides the necessary appropriation authority for the final payment of the 50 tiny homes, support of the the transport of COVID positive clients for mobile health services and also provides limited contingency to allow for initial, quick and timely response to emergent COVID impacts when they arise.

3a. Options / Advantages:

As COVID related expenses are anticipated we must budget appropriately to ensure quick action when necessary. These actions are prudent measures to help address and alleviate COVID-19 impacts in our community.

The acquisition of tiny homes to address the growing homeless population needs is a step towards resolving the homeless/housing issue.

Providing transportation for COVID positive clients of mobile health programs will mitigate risk and maintain continuity of valuable programs and services.

Emergency motel vouchers has proven successful and provides one more tool in addressing the homeless population needs on an emergency basis.

Ensuring limited contingency for unanticipated but likely expenses related to COVID response will ensure timely response that could help mitigate further distress with the acknowledgement that large response may require additional budget authority from Council.

3b. Cost savings:

n/a

4a. Outcomes:

The remainder of tiny homes will be acquired and placed at the location designated by the City of Bellingham to shelter homeless people.

Safe transportation of COVID positive clients of GRACE, LEAD and other mobile health programs will

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3157 Fund 175 Cost Center 17500 Originator: Tyler Schroeder

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Glenning Park Project

X

Department Head Signature (Required on Hard Copy Submission)

1/26/21
Date

Costs:	Object	Object Description	Amount Requested
	7220	Intergov Subsidies	\$250,000
	Request Total		\$250,000

1a. Description of request:

The City of Lynden has raised \$950,000 in local funding to acquire 4 acres in the heart of Lynden that will become a city park filled with trees, natural areas, ball fields, playground and venue. The City has requested less than 20% of the purchase price from the County to secure this purchase. Acquiring this property will preserve green space in a quickly growing community.

1b. Primary customers:

Lynden residents, community members and visitors to the area.

2. Problem to be solved:

Through a set of fortuitous historical circumstances, these four acres located in the heart of lynden remain vacant. However, if not acquired for the purposes of this public park the opportunity to acquire it may be lost to other investors. This is a "now or never" opportunity.

3a. Options / Advantages:

In consideration of the City's request and purpose for funding, it was determined that the Conservation Futures Fund would be the appropriate Fund source. Although this is a departure from using Conservation Futures for County property investments the support of the Glenning Park project aligns with the intentions, purpose and use of the Conservation Fund.

3b. Cost savings:

There will be no savings realized other than the savings afforded to the community from investing in this green space while the property is still available and obtainable. The investment in this property will be used for green space in our community for decades in the future.

4a. Outcomes:

This funding will allow for the acquisition of 4 acres located in the heart of the city to be used for the creation of a city park that will provide natural areas, ball fields, play ground and event venue in a quickly growing community.

4b. Measures:

The property will be preserved and developed as use for a community park and green space.

5a. Other Departments/Agencies:

N/a

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

6. Funding Source:

Conservation Futures Fund

CITY OF LYNDEN

ADMINISTRATION DEPARTMENT

Scott Korthuis, Mayor
(360) 354 - 1170



January 5, 2021

Whatcom County Executive Satpal Sidhu
County Council Chairman Barry Buchanan
311 Grand Avenue
Bellingham, WA 98264

Executive Sidhu and Chairman Buchanan:

The City of Lynden respectfully requests \$250,000 in Conservation Futures Funds to help purchase a four-acre site for a park in the heart of our City. As I am sure you know, finding open space in the center of any city is extremely rare. The Glenning Street site was home to Lynden's first school. The site was selected for public use then for the same reason it continues to be a valuable community asset now; it offers a highly unique, centralized location that is accessible to the community.

Local support for the Glenning Park project can be gaged by the willingness of our residents to reach into their own pockets to pay for it: The entire cost of the property is \$1,450,000. The Conservations Future Funds we request are less than 20% of that amount.

Most of the remaining funding has already been raised locally through contributions from individuals, the City of Lynden, and a successful bond measure where residents agreed to tax themselves to help pay for the property. It is worth noting that this bond measure was passed overwhelmingly on the first attempt, an extraordinary achievement in our City.

Taken together, local funding has already provided \$950,000 for the project. With \$250,000 in Conservation Future funds plus \$250,000 more from other local sources we can complete the funding package and ensure the entire four-acre park will be preserved in perpetuity.

You probably know that Lynden is growing quickly, and that we are under a great deal of pressure to grow yet more. This growth pressure has caused us to develop property within the City limits that will accommodate 2,000 new homes and add 6,000 new residents. No one disputes the fact that there needs to be a healthy balance of outdoor space to accommodate these new residents; this property, within walking distance of homes, businesses and institutions would be critical to providing that balance.

Through a set of fortuitous historical circumstances, these four acres in the heart of Lynden remain vacant and ripe to become a park of trees, natural areas, ball fields, a playground and an event venue for the community. No other similarly situated, sizeable parcel of undeveloped land exists in the core of the city. This is a "now or never" opportunity.

The historic roots of the property also call for its continued public ownership, especially for its availability to our children. One hundred and thirty-three years ago, Lynden's founders Phoebe and Holden Judson donated the Glenning Street property for Lynden's first school. The original school building served for nearly 90 years and was demolished in the late 1960s. Since then, the property has been used by the school district for passive events including athletics, band practice and a wide range of other events.

In need of money to renovate the administration building, the Lynden School District announced its intent to sell the Glenning Street property. The announcement immediately attracted the interest of developers and the concern of Lynden citizens. Under the leadership of Harlan Kredit, the Glenning Schoolyard Committee was formed, consisting of community leaders including farmers, local residents, neighbors, business owners, educators, city planners and others.

The Committee convinced the school district not to sell the property to a developer for top dollar and formed a partnership with the City to purchase the property for \$1,450,000. The City agreed to contribute \$200,000 to the project and include another \$200,000 in the successful bond measure I mentioned earlier.

The City and the Committee agreed that if fundraising falls short, a portion of the property would be sold off to make up for the shortfall. This would significantly diminish - forever - the future value of the Glenning schoolyard property to the community. We are determined not to let this happen. And it is in that spirit of determination we ask your help.

As I mentioned, a significant amount of the needed funding has already been secured. What remains now is the need for \$500,000. There is an aggressive, region-wide fundraising campaign underway and we are confident there will be many modest and several more substantial contributions. I am asking you for half of that amount, \$250,000 in County Conservation Futures Funds.

We are confident that with your partnership, we can restore this now relatively barren, featureless property to a quality-of-life sustaining Lynden oasis. Thank you for considering this request. This is a would be a valuable investment in rare piece of open space in our increasingly urbanized environment.

Sincerely,



Scott Korthuis, Mayor
City of Lynden

CC: **Glenning Schoolyard Committee:** Harlan Kredit (Chair), Dale Bedlington, Dick Bedlington, Cheri DeBoer, Terry DeValois, Heidi Doornenbal, Heather Flaherty, Lisa Groeneweg, Jim Hale, Mauri Ingram, Jeff Jansen, Mike Lewis, Bob Libolt, Jeff Littlejohn, Matt Maberry, Monte Maberry, Vern Meenderinck, Ron Polinder, Brad Rader, Rena Rudy, Chuck Robinson, Ken Stremmler, and Sean Withrow.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-096

File ID:	AB2021-096	Version:	1	Status:	Agenda Ready
File Created:	01/29/2021	Entered by:	CMetz@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	02/09/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting amendments to Whatcom County Code Title 15 (Buildings & Construction) to adopt by reference the 2018 Editions of the International Building and other associated codes

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

An ordinance adopting amendments to Whatcom County Code Title 15 (Buildings & Construction) to adopt by reference the 2018 Editions of the International Building, Residential, Mechanical, Fuel Gas, Existing Building, Fire Codes, and the National Fuel Gas, Washington State Energy, Uniform Plumbing, & Liquefied Petroleum Gas Codes, and the 1997 Uniform Code for the Abatement of Dangerous Buildings, as amended as set forth herein, as required by RCW Chapter 19.27

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Ordinance, Exhibit A



Memorandum

TO: The Honorable Whatcom County Council
The Honorable Satpal Sidhu, County Executive

FROM: Curtis Metz, Building Services Division Manager
Cliff Strong, Senior Planner

THROUGH: Mark Personius, Director, Planning and Development Services

DATE: January 29, 2021

SUBJECT: Adoption of the International Building, Fire, & Associated Codes

Purpose

As required by RCW Chapter 19.27, to adopt by reference, with certain amendments, the Washington State Building Code Council approved versions of the:

- 2018 International Building Code
- 2018 International Existing Building Code
- 2018 International Swimming Pool and Spa Code;
- 2018 International Residential Code
- 2018 International Fire Code
- 2018 International Mechanical Code
- 2018 International Fuel Gas Code
- 2018 Uniform Plumbing Code
- 2018 Washington State Energy Code
- 1997 Uniform Code for the Abatement of Dangerous Buildings
- And certain Americans with Disabilities Act provisions

Each of these has certain amendments, exclusions, and/or appendices proposed for adoption (or exclusion), and a complete referenced list is found in Exhibit A, §15.04.010 (Adoption of Referenced Codes).

Background

Every three years the International Code Council updates the international building and related codes to provide updated information, code language, and changes to previous codes to provide a reasonable level of safety, public health, and general welfare through structural strength, means of egress, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment. The updated codes are released and publicized by the ICC on the 1st of January every code cycle year. The codes are then reviewed and amended by the Washington State Building Code Council, a process taking approximately one year. The Washington State Amendments are then released and publicized around the 1st of January and then scheduled to be adopted on the 1st of July of that year. These codes and amendments are required to be adopted by the cities and counties per RCW 19.27 and go into effect the date designated by the State Building Code

Council. The cities and counties follow suit and have their amendments to the new codes adopted at the same time or as close as possible of the effective date of the new codes.

However, the 2018 codes have taken a slightly different path. The typical adoption date of July 1, 2019, was pushed back to July 1, 2020, by the State Building Code Council (SBCC). On April 2, 2020, by Proclamation 20-40, the Governor extended the code effective date from July 1, 2020, to November 1, 2020. On June 26, 2020, the SBCC extended the code effective date to February 1, 2021. On January 15, 2021 there was a motion passed by the SBCC to move the adoption date back again to July 1, 2021. This was followed up by public announcements from the BIAW, BIAWC, and the Washington State Energy Code Council. On January 19, 2021, this motion was repealed by Governor Inslee, and the adoption date was moved back to February 1, 2021.

During this past winter, during the COVID-19 pandemic, the Washington State Energy program has been creating and publishing online trainings and webinars available on their WEB site for training. They have also updated all the energy code worksheets and compliance check sheets to the 2018 codes, which support the adoption date of February 1, 2021.

The 2018 Codes, including the 2018 Washington State Energy Code, therefore went into effect on February 1, 2021. However, cities and counties can amend the administrative provisions of the 2018 Codes to suit their particular operational or procedural needs.

Proposed Whatcom County Title 15 Amendments to the 2018 Codes

Clean-Up & Reorganization

Most of the amendments to Title 15 have to do with cleaning it up. There's a lot of outdate references, text, position titles, bad grammar, etc. The main cleanup changes are:

- **Definitions** – We have moved all definitions to one section (15.04.012). We did this because there were multiple locations of definitions of the same word and in some instances defined differently. Staff has been slowly (as we progress through various code amendments) moving all definitions of each title into one section, with the long-term goal of creating one chapter or title for all WCC definitions so that they can be made and kept consistent across the all the codes. This way if a definition needs to be updated it only needs to be updated in one spot.
- **IFC Appendix B** – Appendix B of the International Fire Code, as currently adopted, is an almost total re-write; only five short sections (paragraphs) of the original appendix has been maintained. However, users have to go back and forth between that appendix and our code to see what actually applies. We have now just incorporated those few sections into our own modified version of Appendix B and are proposing to adopt it in its entirety.
- **Whatcom County Development Standards (WCDS)** – Title 15 currently contains certain descriptions of measurements, geometrics, and exhibits for roads and emergency apparatus access. However, there have been amendments to the WCDS that were not amended in Title 15, which has created inconsistent standards. To ensure consistency, we are proposing to delete these actual standards from Title 15 and just refer to the "Whatcom County Development Standards and Drawings, Chapter 5 (Roads & Related Work)."

We are proposing a couple of policy changes, though:

- **Tiny Homes Definitions** – Council has expressed an interest in amending our codes to better allow for tiny homes. The 2018 IRC has addressed the topic of Tiny Homes by creating Appendix Q which provides requirements on minimum construction sizes and clearances to maintain fire and life safety features. Though most changes will come through amendments to Titles 20

(Zoning) and 21 (Land Division) later this year, we are adding definitions of tiny homes to Title 15 so that the terms will be synonymous between all codes.

- **SFR Openings in Fire-Rated Walls** – We have added a new exception to IFC Appendix B, §B105.3 that allows one opening in a fire-rated wall that is constructed to reduce fire areas in order to reduce fire flow requirements as regulated by the IFC. Single family residences (SFRs) require fire flow of 500 GPM @ 20 psi for 1 hour when they exceed 4,000 sf. If there is no fire hydrant available that meets these requirements, the fire flow requirement can be reduced by 100% if an NFPA 13-D automatic sprinkler system is installed throughout the entire building. As the code is written now, once the size of the structure exceeds 8,000 sf it would require sprinklers throughout and fire flow would be required as stated in Table B105.1 of the IFC. If a hydrant is not available to meet the fire flow requirements, a water tank, pump, and hydrant would need to be constructed on-site. To mitigate the cost of constructing a fire flow system, a 2-hour fire-rated wall can be constructed within the SFR to create two “separate” buildings with calculated fire flow areas of less than 8,000 sf. For SFRs, this wall is typically constructed between the garage and living space. According to the IFC no such openings are allowed in fire walls constructed to reduce fire flow areas to create two separate buildings. This requirement makes sense when talking about industrial, commercial, public, or other buildings where the general public is allowed. However, an SFR is typically less hazardous than such buildings, does not have the general public present, and the occupants are familiar with their surroundings, thus greatly reducing the potential for the loss of life in this type of structure. The IBC allows fire-rated openings in fire-rated walls that separate buildings or occupancies, but does not address fire flow requirements. Using construction requirements from the IBC to construct fire-rated openings in fire-rated walls, we are proposing this exception to address some of the larger homes we have in Whatcom County. We are proposing only one opening be allowed and have capped the size of the entire building to 10,000 sf as the fire flow requirements increase above that size.

Staff Recommendation

Staff recommends that the Council adopt Ordinance No. _____, amending WWC Title 15 (Building & Construction) to adopt the 2018 International Building and associated Codes, as amended, as shown in Exhibit A of the ordinance.

PROPOSED BY: _____
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO WHATCOM COUNTY CODE TITLE 15 (BUILDINGS & CONSTRUCTION) TO
ADOPT BY REFERENCE THE 2018 EDITIONS OF THE INTERNATIONAL BUILDING, RESIDENTIAL,
MECHANICAL, FUEL GAS, EXISTING BUILDING, FIRE CODES, AND THE NATIONAL FUEL GAS,
WASHINGTON STATE ENERGY, UNIFORM PLUMBING, & LIQUEFIED PETROLEUM GAS CODES, AND THE
1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, AS AMENDED AS SET FORTH
HEREIN, AS REQUIRED BY RCW CHAPTER 19.27**

WHEREAS, the State Building Code Council has updated and amended the State Building Code by adopting the International Codes, 2018 Edition, with modifications; and,

WHEREAS, RCW Chapter 19.27 requires local jurisdictions to administer and enforce the State Building Code within the unincorporated areas of its boundaries; and,

WHEREAS, RCW 19.27.040 allows local jurisdictions to adopt appropriate modifications and/or amendments to the State Building Code; and,

WHEREAS, some identified modifications and/or amendments to the State Building Code as it applies to Whatcom County are desirable for various reasons; and,

WHEREAS, the local adoption of the referenced codes will promote and protect the health, safety, and welfare of occupants or users of buildings and structures and the general public, and will fulfill the state-mandated enforcement obligation; and,

WHEREAS, the Whatcom County Council held a public hearing on February 23, 2021 to review findings and staff recommendations and to consider any public testimony and written correspondence regarding this matter.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

Section 2. Staff is authorized to work with Code Publishing to correct and update any cross-references made ineffective by these amendments.

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 _____, 2021.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED as to form:

() Approved () Denied

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Exhibit A: 2018 Building Codes Update

Title 15 BUILDINGS & CONSTRUCTION

Chapter 15.04 Building Codes

15.04.010 Adoption of Referenced Codes.

Whatcom County hereby adopts the following codes, as amended by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 RCW or successor, for the purpose of establishing rules and regulations for the construction, alteration, ~~removal~~relocation, enlargement, replacement, repair, demolition, equipment, use and occupancy, location, ~~and maintenance, removal, and demolition of every~~ of buildings and structures, or any appurtenances connected or attached to such buildings or structures, including permits and penalties.

- A. The ~~2015~~2018 International Building Code (IBC), including the ~~2015~~2018 International Existing Building Code (IEBC), 2018 International Swimming Pool and Spa Code (ISPSC), Appendix B, except as amended per Ordinance No. 2007-024, Board of Appeals, and including Appendices C, E, and J, as published by the International Code Council, hereinafter referred to as the IBC, as modified by Chapter 51-50 WAC or successor, and as amended in WCC 15.04.015, 15.04.020, and 15.04.050, ~~is hereby adopted by reference.~~
- B. The ~~2015~~2018 International Residential Code (IRC), including Appendices E, G, ~~and K~~, and Q as published by the International Code Council, hereinafter referred to as the IRC, and as modified by Chapter 51-51 WAC or successor and as amended in WCC 15.04.030 and in WCC 15.04.050, ~~is hereby adopted by reference~~ with the following additions, deletions and exceptions; provided, that Chapters 11 and 25 through 42 of this code are not adopted.
- C. The ~~2015~~2018 International Fire Code (IFC), including Appendix A, except as amended per Ordinance No. 2007-024, (Board of Appeals); Appendices B, C, and D and most current supplements, as published by the International Code Council, hereinafter referred to as the IFC, as modified by Chapter 51-54A WAC or successor, and as amended in WCC 15.04.040 and 15.04.050.
- D. The ~~2015~~2018 International Mechanical Code (IMC), including Appendix A, as published by the International Code Council, hereinafter referred to as the IMC, as modified by Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.
- E. The ~~2015~~2018 International Fuel Gas Code (IFGC), as published by the International Code Council, hereinafter referred to as the IFGC, as modified by Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.
- F. The standards for liquefied petroleum gas installations shall be the ~~2015~~2018 Edition of NFPA 58 (Liquefied Petroleum Gas Code) and the ~~2015~~2018 Edition of ANSI Z223.1/NFPA 54 (National Fuel Gas Code), adopted by reference in Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.
- G. ~~Except as provided in RCW 19.27.170, the~~ ~~2015~~2018 Uniform Plumbing Code (UPC), the ~~2012~~2018 Uniform Plumbing Code Standards (IAPMO/ANSI UPC 1-2018), and/or all current referenced standards, and including Appendices A, B, C, and I, as published by the International Association of

Plumbing and Mechanical Officials, hereinafter referred to as the UPC, as modified by Chapter 51-56 WAC and as amended by WCC 15.04.050 or successor.

- H. The rules adopted by the Washington State Building Code Council establishing standards for making buildings and facilities accessible and usable by the physically disabled or elderly persons as provided in Chapter 51-50 WAC, IBC Chapters 10 and 11, IBC Appendix E₂ and ICC/ANSI A117.1 2009 or successor.
- I. The ~~2015~~2018 Washington State Energy Code, per Chapter 51-11C WAC; (Commercial Provision), Chapter 51-11R WAC; (Residential Provisions), and appendix chapters or successor, hereinafter referred to as the WSEC, promulgated by the State Building Code Council.
- J. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, or successor.
- K. Design data for Whatcom County shall be per WCC 15.04.030(E) ~~(item no. 1)~~ Climatic and Geographic Design Criteria.

15.04.012 Definitions.

The following words shall have the following meanings in this Title and throughout the codes adopted in §15.01.010:

“Administrative Authority” is the Department of Planning & Development Services, the Building Services Division, and the Whatcom County Building Official.

“Agricultural Building.” Livestock shelters or buildings, including shade structures and milking barns; poultry buildings or shelters; barns; storage of equipment and machinery used exclusively in agriculture; horticultural structures, including detached production greenhouses and crop protection shelters; sheds; grain silos; and stables. (IBC Appendix C, Group U-Agricultural Buildings)

“Agricultural Processing Building and/or Facility.” Buildings/facilities where agricultural products are cooled, frozen or dried, and packaged in their otherwise unaltered, primary state for shipping to distribution sales outlets. Agricultural processing buildings/facilities may include conveyors, refrigeration equipment and rooms, other applicable processing or environmental mechanical equipment, offices, employee facilities, restrooms, product and product packaging storage, loading docks, and similar applicable accessory appurtenances.

Although agricultural processing buildings/facilities are determined by Whatcom County to be a Group U occupancy for purposes of determining fire flow requirements, they represent a more intensive use than agricultural buildings, based on the typical number of personnel (even if seasonal), type of equipment, and typical operations. Appropriate, applicable health, fire, and life/safety codes and regulations will be applied in the review process of these buildings/facilities.

Cooking, modifying, altering, combining, and/or other secondary food processing/ manufacturing is not considered agricultural processing. The primary use for this type of processing is determined to be a Group F occupancy per applicable provisions of the IBC and other adopted codes and regulations

“Building Official” is the Director of the Department of Planning & Development Services or his/her designee. See WCC 15.04.015 (Department of Building Safety).

“Building Site” is any site proposed for the location of a manufactured home, including sites within mobile home parks.

“Critical Areas” means those resource and hazard areas as designated in WCC 16.16 (Critical Areas).

“Director” means the director of the Whatcom County Department of Planning and Development Services, or his/her designee.

“Fire Chief.” Whenever the term Fire Chief is referenced in this code it shall mean Whatcom County Fire Marshal (Fire Code Official) or his/her designee, as identified in IFC §103, except as stated in IFC §104.11 and/or where the Fire Marshal has delegated a specific responsibility to the Fire Chief of a given fire district by verbal, written, and/or historic agreement.

“Fire Code Official.” Whenever the term Fire Code Official is referenced in this code it shall mean Whatcom County Fire Marshal, or his/her designee, as identified in IFC §103.2 and as amended per WCC 15.04.040.

“Fire-Flow.” The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for firefighting.

“Fire-Flow Calculation Area.” The floor area, in square feet (m²), used to determine the required fire flow.

“HUD” is the Federal Department of Housing and Urban Development.

“Installer” shall either be the owner or a State licensed mobile home installer.

“Manufactured Home” means a structure designed and built to comply with the Washington State Department of Labor and Industry’s rules and regulations for Manufactured Homes and Commercial Coaches. It is also defined and cross-referenced per the current adopted edition of the IRC, §R202 (Definitions, MANUFACTURED HOME).

“Mobile Home” is a transportable, factory-built dwelling unit constructed prior to June 15, 1976 (prior to enactment of National Manufactured Housing Construction & Safety Standards [NMHCSS] Act of 1974).

“Ordinary High Water Mark”: The mark or line on all lakes, rivers, streams, and tidal water that will be found by examining the beds and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland in respect to vegetation as that condition existed on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with approved development; provided, that in any area where the OHWM cannot be found, the OHWM adjoining saltwater shall be the line of mean higher high tide and the OHWM adjoining fresh water shall be the line of mean high water. For braided streams, the OHWM is found on the banks forming the outer limits of the depression within which the braiding occurs.

“Permanent Foundation” means concrete blocks on a concrete footing or slab, or other approved engineered foundation systems.

Tiny Home. A tiny home is a single-family dwelling unit that is 400 square feet or less in floor area (excluding sleeping lofts). There are two types of tiny homes as described below. Any other form is considered a recreational vehicle.

1. Site-Built Tiny Home. A tiny home built on-site on a permanent foundation that meets the minimum requirements of the International Residential Code (IRC), including provisions of Appendix Q, and is reviewed and inspected by Whatcom County.
2. Manufactured Tiny Home. A factory-built tiny home bearing a certification tag from the Washington State Department of Labor and Industries (L&I) or other approved third party inspection agency stating it is approved for use as a single-family residence per the current

Comment [CES1]: Amended to that in the SMP

Comment [CM2]: This definition matches the definition in appendix Q in the IRC. The size is also consistent with the definition of a park model in WAC 296-150P-00200.

edition of the International Residential Code (IRC) or Housing and Urban Development (HUD) requirements. Manufactured tiny homes usually have wheels and a chassis when they come out of the factory, and typically have the wheels removed prior to placing it on its manufacturer-approved foundation.

15.04.015 Department of Building Safety.

Comment [CES3]: Moved to 15.04.020(A)

Section 103 is amended as follows:

103.1 Creation of Enforcement Agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The Department of Building Safety is hereby referred to as the Building Services Division of the Whatcom County Planning and Development Services Department (WCPDS).

103.2 Appointment. The Department Director is the Building Official. The Director may appoint an alternate designee at his/her discretion.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a Deputy Building Official, the related technical officers, inspectors, plans examiners and other employees. Such employees shall have powers as delegated by the Building Official.

15.04.016 Project Permit Review Procedures.

All applications for project permits shall be reviewed and processed in accordance with WCC Chapter Title 22.05 WCC (Land Use and Development), except as otherwise stated within this title. Appeals of this Title's fire and building code requirements shall be made to the Board of Appeals per current building code. The Hearing Examiner shall be the appeal body for appeals of non-fire and building code requirements associated with project permits required by this Title.

15.04.020 Amendments to the International Building Code (IBC).

A. IBC §103 is amended as follows:

§103.1 Creation of Enforcement Agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The Department of Building Safety is hereby referred to as the Building Services Division of the Whatcom County Planning and Development Services Department (WCPDS).

§103.2 Appointment. The Director of Planning and Development Services is the Building Official. The Director may appoint an alternate designee at their discretion.

§103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a Deputy Building Official, the related technical officers, inspectors, plans examiners, and other employees. Such employees shall have powers as delegated by the Building Official.

Comment [CES4]: Moved from 15.04.015

B. IBC §104 is amended as follows:

The IBC is amended as follows:

Section §104.1; (General); is amended with the following additional language:

~~For matters related to flood review of building permits The Building Official defers to WCC Title 17, (Flood Damage Prevention), and WCC Chapter 16.16 (Critical Areas) shall control per associated requirements of the Endangered Species Act (ESA), to be administered by Public Works, River and Flood Division, for all matters related to flood review of building permits.~~

~~In Section §104.11, (Alternate Materials, Design and Methods of Construction), the last sentence is amended as follows:~~

~~Where the alternative material, design, or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved, when a determination request is submitted to the Building Official in writing.~~

C. IBC §105 is amended as follows:

1. ~~Section §105.1, (Required),~~ is amended to include the following:

~~§105.1.3 Commercial project proposals require pre-screening for a waiver (from pre-application meeting) or a pre-application meeting prior to permit application submittal. Pre-screening may be waived at the discretion of the Building Official for minor projects such as simple signs, single unit small equipment foundations, and projects of similar minor scale and impact. Information and document submittals for the purposes of waiver or pre-application are not intended to meet the standard for a complete permit application and do not constitute project vesting. However, information, requirements, and conditions received by the applicant(s) and/or their agents or consultants for a given project proposal, as part of the waiver or pre-application process, will be considered vested, regardless of change of adopted codes or regulations, if a complete permit application is received within 30 consecutive days from the date of waiver or pre-application meeting. Such information, requirements, and conditions are not intended or represented as a complete or comprehensive list of project requirements. Significant changes in the scope of a project proposal may require additional screening for another waiver or pre-application meeting.~~

~~§105.1.4 Whatcom County (the County) may require that a covenant or agreement be recorded against the deed(s) applicable to the location and/or operation of a given project to inform future property owners of the current restrictions or approved land uses. The County may draft the covenant or agreement upon whatever terms the County in its discretion deems proper.~~

~~§105.1.5 A coordinated master site plan (MSP), demonstrating consistency in the layout of the project proposal with all applicable regulatory requirements, is required to be submitted by the applicant and/or project design professional in substantial charge prior to permit issuance. In general, a coordinated MSP will be required for projects exceeding a construction value of \$200,000.00, but may be required for any project the Building Official deems necessary. County staff will review the site plan(s) in the application file for regulatory conflicts and discrepancies prior to plan check. County staff will notify the applicant and/or design professional of identified conflicts or discrepancies to be reconciled. The master site plan may be one page which incorporates all applicable regulatory review overlays when practical. It may also include multiple overlay pages for readability purposes provided they have been verified by County staff~~

for regulatory consistency. Once the coordinated MSP has been reviewed and approved, application review processing will continue.

§105.1.6 A state licensed contractor may obtain a permit, as required by the mechanical and plumbing codes, through mail-in applications for work not exceeding \$10,000 valuation and not requiring plans and specifications and not in conflict with state or local zoning and environmental policies and with the prior approval of the Building Official.

§105.1.7 The applicant shall fill out in full the forms furnished for that purpose, and attach thereto the full amount of moneys that are required for fees as required in the respective codes. The application shall contain all information necessary ~~to for~~ the lawful enforcement of the provisions of the respective codes. The applicant shall file all forms with applicable fees.

§105.1.8 No person, firm, partnership, corporation, or other entity shall perform work as provided herein until such time as they receive verification of approval of their application by the ~~county~~ Building Official and have been given written notice of a valid permit.

2. ~~Any violation of this chapter shall be cause for the Building Official to revoke the mail in applications privilege of the violator. Upon written notice of revocation, all provisions of the mechanical and plumbing codes superseded by this chapter shall resume in full force and effect as to the person or industrial plant whose application has been revoked.~~

2. ~~Section §105.2;~~ (Work Exempt from Permit); is amended read to read as follows:

Building:

1. ~~One-story detached, non-habitable occupied~~ accessory structures without basements, used as tool and storage sheds, playhouses, and similar uses, provided that:
 - a. ~~1.) The floor area building footprint~~ does not exceed 120 square feet. ~~{(11 sq. m)}~~ measured outside wall to outside wall;
 - b. ~~2.)~~ Accessory structures maintain a minimum separation of 10 ~~{ten}~~ feet [3,048 mm] between exterior walls, and a minimum separation of ~~8-6 {eight}~~ feet [2438 mm] between eaves of adjacent buildings on the same property; ~~and~~
 - c. ~~3.) provided that~~ The accessory structures meet all applicable setback requirements;
 - d. ~~4.)~~ The maximum wall height is 10 feet (3,048 mm);
 - e. ~~5.)~~ The maximum building height is 11 feet 6 inches (3,505 mm); and;
 - f. ~~5.)~~ The maximum eave overhang is 24 inches (610 mm).
- ~~1-2.~~ Fences not over 7 feet (2,134 mm) high.
- ~~2-3.~~ Retaining walls that ~~are do not retain more than over~~ 4 feet (1,219 mm) ~~of unbalanced back fill~~ in height differential measured from the lower finished ground level and the upper finished ground level ~~bottom of the footing to the top of the wall~~, unless supporting surcharge, or grades exceeding a 1:3 slope above or below the wall or impounding Class I, II, or IIIA liquids.
- ~~3-4.~~ Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L); ~~a~~ And the ratio of height to diameter or width does not exceed 2 to 1.
- ~~4-5.~~ Sidewalks, walking surfaces, and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and are not part of an accessible route.

Comment [CES5]: Deleted, as it makes no sense as a penalty, especially since we're moving to electronic submittals.

- ~~5-6.~~ Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
- ~~6-7.~~ Temporary motion picture, television, and theater stage sets and scenery.
- ~~7-8.~~ Prefabricated swimming pools installed entirely above-ground and, accessory to a Group R-3.
- ~~8-9.~~ Shade cloth or soft cover structures constructed for nursery or agricultural purposes and not including service systems.
- ~~9-10.~~ Swings and other playground equipment.
- ~~10-11.~~ Window awnings in Group R-3 and U occupancies, supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
- ~~11-12.~~ Non-fixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches (1,753 mm) in height.
13. Bridges, box culverts, and similar passageway structures built over depressions or obstacles, hereinafter referred to as bridges, are structures and ~~may be deemed as exempt~~ therefore not exempt per IBC Section §105.2, except as interpreted and quantified in Building Services Division Code Interpretation #2002-05. All other b Bridges shall be designed and constructed per the current adopted Whatcom County Development Standards (WCDS), Chapter 5, (Road Standards), ~~Section §513, (Bridges and Associated Retaining Walls),~~ and per applicable portions of IFC ~~Section §503.~~ Bridges constructed as a requirement or condition of subdivision or short subdivision approval, per ~~Whatcom County Land Division Regulations, WCC Title 21 (Land Division Regulations),~~ and which must receive final approval from the Public Works Technical Administrator, shall be deemed by the Building Official to have met the permit requirements per IBC ~~Section §105.~~ The Technical Administrator is designated as the County Engineer, per WCDS, Chapter 5, (Road Standards), ~~Section §502.~~
- 12-14. Temporary construction site office and storage structures placed at a permitted job site during construction may be allowed on a temporary basis and shall be removed upon final approval of the construction and prior to issuance of the certificate of occupancy. A temporary construction site office or storage structure is a portable structure for which the primary purpose is to securely house equipment and supplies, and which may serve as a temporary office during construction of a project
3. ~~Section §105.3, (Application for Permit),~~ is amended to ~~include~~ replace the first paragraph with the following:
To obtain the permit, the applicant shall first file an application in writing on a form provided by the Department and shall include all items as stated in the Department's Administrative Manual. Such applications shall:
4. ~~Section §105.5, (Expiration),~~ is amended to include the following:
§105.5.1 Land Disturbance permits issued for grading activity shall expire if work authorized is not commenced within 180 days of issuance unless a phased plan has been approved by the ~~Technical Administrator~~ Director. The ~~Technical Administrator~~ Director is authorized to grant one extension of 180 days if the request is submitted prior to expiration of the permit. The extension shall be requested in writing and justifiable cause(s) demonstrated. If the project is located within a Water Resource ~~special management area~~ Protection Overlay

District (WCC 20.71) or the Lake Whatcom Watershed Overlay District (WCC 20.51), and which are subject to seasonal clearing activity limitations, the extension shall begin at the commencement of the construction season, pursuant to WCC 20.80.735 (Water Resource Special Management Areas).

§105.5.2 Grading permits also expire and become invalid when the total approved volume has been placed into or excavated from the approved area.

5. ~~Section §107.2, (Construction Documents)~~, is amended to include the following:

§107.2.7 Construction documents may be submitted in Standard English or Metric measurement. However, the Building Official may require, at his/her discretion, that any Metric construction documents be converted by the applicant to Standard English measurement, which then may be submitted independently or in tandem with Metric documents.

6. ~~Section §109.6, (Refunds)~~, is amended to include the following policy:

§109.6.1 The refund policy applies to the current editions and amends the respective Sections of the IBC, ~~Section §109~~; IRC, ~~Section §R108.5~~; IFC, ~~Section §113.5~~; IMC, ~~Section §106.5.3~~; IFGC, ~~Section §106.6.3~~; and UPC, ~~Section §103.4.5~~, as adopted per WCC 15.04.010.

§109.6.2 The Building Official may authorize refunding any fee hereunder which was erroneously paid or collected at 100%.

§109.6.3 The Building Official may authorize refunding of not more than 80% of the fee paid for a building permit when no work has been done under a building permit issued in accordance with the current editions listed in this policy.

§109.6.4 The Building Official may authorize refunding of not more than 80% of the plan review fee paid when an application for a building permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

§109.6.5 The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

7. ~~Section §113, (Board of Appeals)~~, is amended as follows:

Appeals related to grading activity, per Appendix J and as amended per ~~Section WCC 15.04.020 (Subsection B)~~, which ~~that~~ include, are associated with in any way, or promulgated within any regulated critical areas, ~~(see per WCC Chapter 16.16)~~, are according to the provisions of WCC Sections 16.16.280 (Appeals) and 16.16.285 (Penalties and Enforcement) and shall be the decision of the Whatcom County Hearings Examiner.

~~B-D.~~ Appendix J, (Grading), is adopted and amended as follows:

1. ~~IBC Section §104.101.1, (General)~~, is amended ~~per this subsection B, to including~~ an additional paragraph to read as follows:

§101.3 The Director of the Planning and Development Services ~~Department or the Director's designee also referred to herein as the Technical Administrator~~, is hereby authorized and directed to enforce the provisions of IBC Appendix J, (Grading), ~~including as amended herein WCC Chapter 15, Section 15.04.020. The Technical Administrator/Director~~

shall have the authority to render interpretations of the amended Appendix and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of amended Appendix J. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in amended Appendix J.

2. ~~The following definitions are added to Section §102.1, Definitions:~~ is amended to add the following sentence: Words not defined herein shall be as defined in WCC 15.04.12 (Definitions).
 - i. ~~EARTH MATERIAL: Any rock, natural soil or any combination thereof.~~
 - ii. ~~CRITICAL AREAS: The following areas as regulated under WCC 16.16 shall be regarded as critical areas along with associated buffers identified under WCC 16.16:~~
 - iii. ~~Geologically hazardous areas.~~
 - iv. ~~Frequently flooded areas.~~
 - v. ~~Critical aquifer recharge areas.~~
 - vi. ~~Wetlands.~~
 - vii. ~~Fish and wildlife habitat conservation areas.~~
 - viii. ~~ORDINARY HIGH WATER MARK: The mark on all lakes, rivers, streams and tidal water that will be found by examining the beds and banks and ascertaining where the presence and action of waters are so common and usual and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland in respect to vegetation.~~

Comment [CES6]: All definitions moved to 15.04.012

3. The following shall be added to Section §103.1:

Upon receipt of a fill and grade permit application on properties within 500 feet of a site known to contain archaeological resources that are outside of the Shoreline Management Program Jurisdiction (WCC Title 23) and/or the Point Roberts Special District (WCC 20.72), the County shall notify the applicant that the project's location is within an archaeologically sensitive area and Federal, State and Tribal Laws and Regulations pertaining to cultural resources may apply.

Grading permit expiration is per WCC 22.05.140 (Expiration of Project Permits) ~~IBC Section 105.5 as amended.~~

4. The numbered exemption list of Section §103.2, (Exemptions), is amended as follows:
 1. Grading in an isolated, self-contained area, provided there is no danger to the public, ~~and~~ that such grading will not adversely affect adjoining properties or critical areas; ~~and further provided that the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23); and that~~ fill does not exceed 250 cubic yards; and is associated with a residence authorized by a valid building permit.
 2. Excavation for construction of a structure permitted under this code, provided that said construction has been duly reviewed for compliance with the Whatcom County Shoreline Management Program (WCC Title 23) and the Whatcom County Critical Areas Ordinance (WCC 16.16).
 3. Cemetery graves.

4. Refuse disposal sites controlled by and appropriately permitted in accordance with other regulations.
5. Excavations for wells or trenches for utilities, provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and there are no adverse impacts to critical areas.
6. Mining, quarrying, excavating, processing, or stockpiling rock, sand, gravel, aggregate, or clay controlled by other regulations, provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and such operations do not affect the lateral support of, or significantly increase stresses in soil on adjoining properties, or adversely impact critical areas.
7. Exploratory excavations performed under the direction of a registered design professional provided that said excavations have been duly reviewed for compliance with the Whatcom County Shoreline Management Program (WCC Title 23) or critical areas ~~ordinance regulations (WCC Chapter 16.16).~~
8. A fill less than 1 foot in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope) or less than 3 feet in depth, not intended to support structures, that does not exceed 50 cubic yards on any one lot, and does not obstruct a drainage course or otherwise impact critical areas, provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program.
9. Exemptions listed per WCC 20.80.733 (Land Clearing Exemptions).
5. The following requirements are added to §1104.2, (Site Plan Requirements):
 1. In addition to the provisions of ~~Section §107~~, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work, and show in detail that it complies with the requirements of this code.
 2. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this code.
 3. The plans shall show erosion control types and locations, natural features (slopes, streams, wetlands, ponds, etc.), forested or treed areas, ditches, culverts, wet areas, flow directions, critical area boundaries, the Ordinary High Water Mark (OHWM) of any water body regulated by the Whatcom County Shoreline Management Program, and any other information deemed necessary by the Building Official.
6. §1104.3, (Geotechnical Report), is amended as follows:
 When required by the ~~Technical Administrator~~ Director, a geotechnical report ~~prepared by a registered design professional~~ shall be provided consistent with WCC 16.16.375 (Geologically Hazardous Areas – Review and Reporting Requirements). ~~The report shall contain at least the following:~~
~~The nature and distribution of existing soils;~~
~~Conclusions and recommendations for grading procedures;~~
~~Soils design criteria for any structures or embankments required to accomplish the proposed grading;~~
~~Where necessary, slope stability studies, and recommendations and conclusions regarding site geology; and~~

~~Unless approved by the Technical Administrator, a building permit shall not be issued on approved fills without an engineered soils report and proof of supervised, monitored placement by the registered design professional.~~

~~Additional information may be required at the discretion of the Technical Administrator.~~

~~The Technical Administrator may require a geotechnical report be prepared by a registered design professional to determine the quantity of unpermitted fill brought to a site without a valid permit, as required by this chapter.~~

~~Exception: A geotechnical report is not required where the Technical Administrator determines that the nature of the work applied for is such that a report is not necessary.~~

7. Add the following as ~~Section §104.5,~~ (Surface Mining Report):

Grading permit plans associated with surface mining shall be consistent with a surface mining reclamation plan as required and approved by the Washington Department of Natural Resources.

15.04.030 Amendments to the International Residential Code (IRC).

- A. ~~In Section §R104.11 (Alternative Materials and Methods of Construction and Equipment),~~ the last sentence is amended as follows:

Where the alternative material, design, or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved, when a determination request is submitted to the Building Official in writing.

- B. ~~Section §R105.1, (Required),~~ is amended as follows:

§R105.1.1 Whatcom County ~~(the County)~~ may require that a covenant or agreement be recorded against the deed(s) applicable to the location and/or operation of a given project to inform future property owners of the current restrictions or approved land uses. The County may draft the covenant or agreement upon whatever terms the County in its discretion deems proper.

- C. ~~Section §R105.2, (Work Exempt from Permit),~~ is amended to read as follows:

1. One-story detached, non-habitable accessory structures without basements, used as tool and storage sheds, playhouses, and similar uses, provided that:

- a. The building footprint does not exceed 200 square feet (18.6 sq. m) measured outside wall to outside wall;
- b. Accessory structures maintain a minimum separation of 10 feet [3,048 mm] between exterior walls, and a minimum separation of 6 feet [2438 mm] between eaves of adjacent buildings on the same property;
- c. The accessory structure meet all applicable setback requirements;
- d. The maximum wall height is 10 feet (3,048 mm);
- e. The maximum building height is 11 feet 6 inches (3,505 mm); and,
- f. The maximum eave overhang is 24 inches (610 mm).

- ~~1. One-story detached, non-occupied, accessory structures without basements, used as tool and storage sheds, playhouses and similar uses, provided that 1.) the floor area does not exceed 200 sq. ft. [18.58 sq. m] and 2.) provided that accessory structures meet all applicable setback requirements.~~

2. Fences not over 7 feet (2,134 mm) high.
3. Retaining walls that ~~are~~ do not retain more than ~~over~~ 4 feet (1,219 mm) of unbalanced back fill in height differential measured from the lower finished ground level and upper finished ground level ~~bottom of the footing to the top of the wall~~, unless supporting a surcharge, or grades exceeding a 1:3 slope above or below the wall or impounding Class I, II, or IIIA liquids.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L); ~~And~~ the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks, walking surfaces, and driveways not more than 30 inches above grade and not over any basement or story below.
6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
7. Above ground pre-fabricated pools ~~that are less than 24 inches deep, or as per the 2018 International Swimming Pool/Spa Code (ISPSC).~~
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall ~~which that~~ do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
10. Uncovered decks not exceeding 200 square feet (18.58 sq. m) in area, that are no more than 30 inches (762 mm) above grade at any point, not attached to a dwelling or accessory structure, and do not serve the exit door required by ~~Section §R311.4.~~
- ~~10.~~ 11. Flag poles not over 25 feet (7,620 mm) in height. Flag poles must meet property line set backs.

- D. ~~Section In §R105.3, (Application for Permit), the first paragraph is replaced with is amended to include the following:~~

To obtain the permit, the applicant shall first file an application in writing on a form provided by the Department and shall include all items as stated in the Department's Administrative Manual.
Such application shall:

- E. ~~Table §301.2 (Climatic and Geographic Design Criteria) R301.2(1), Design Data for Whatcom County,~~ is amended as follows:

1. Figure R301.2(6) shall be interpreted using Table 1, below.
- ~~1. Ground Snow Load Table, January 1997:~~

Table 1. Ground Snow Load, January 1997

Whatcom County	Approx. Average Elevation (feet above mean sea level)	Revised Ground Snow Load (psf)	Revised Roof Snow Load (psf)
Acme	310	22	25
Bellingham	100	15	25
Blaine	45	16	25
Deming	210	24	25
Diablo	910	100	100
Ferndale	60	20	25
Glacier	900	74	74
Lawrence	145	24	25
Lynden	103	24	25
Maple Falls	643	77	77
Mt. Baker Ski Area	4,200	588	588

Whatcom County	Approx. Average Elevation (feet above mean sea level)	Revised Ground Snow Load (psf)	Revised Roof Snow Load (psf)
Newhalem	510	129	129
Nooksack	84	24	25
Sumas	36	24	25
Wickersham	310	28	28
Kendall	460		50
Paradise	460		50
Pt. Roberts	120		25

2. ~~Footnotes~~ Notes on Table 1 Ground Snow Load:

- Any proposal can challenge the above design load with engineer or architect stamped and signed calculations and criteria.
- Buildings where the roof snow load exceeds 30 psf may require architect or engineer review.
- Recommendations are valid for the recognized central area of each regional designation.
Building Services reserves the right to adjust the roof snow load based on building location and/or criteria per the 2012 IBC and/or the most current edition of the Snow Load Analysis for Washington.

3. Other design criteria shall be as follows:

- Wind Speed (mph): IRC – Vult = 110 mph [Figure R301.2(4)B]. Vult = IBC Risk Category 1 – 100 mph [Figure 1609.3(3)]; IBC Risk Category II – 110 mph [Figure 1609.3(1)]; IBC Risk Category III and IV – 115 mph [Figure 1609.3(2)].
- Seismic Design: Zone D0/D1; Design Category D (See IBC §1613 and/or ASCE 7)
- Subject to Damage from Weathering: Moderate
- Frost Line Depth: 18" (west of longitude 122° 54' 30", approximately at mile post 35 of State Route 542, Mt. Baker Highway)
- Termite: None
- Decay: Moderate
- Winter Design Temp: 19° F
- Ice Shield Underlayment Req.: No
- Air Freezing Index: 260
- Mean Annual Temperature: 48° F

~~E.F.~~ IRC Appendix E, (Manufactured Homes), is entirely replaced with the following:

This chapter is enacted as an exercise of the police power of the County for the benefit of the public at large. It is not intended to create a special relationship with any individual, or individuals, nor to identify and protect any particular class of persons.

The purpose of this chapter is to provide minimum standards to safeguard life or limb, health or property, and public welfare, by regulating and controlling the installation of manufactured homes on building sites within the county.

It is not the intent of this chapter to impose liability upon the County for failure to perform any discretionary act. Rather, it is the intent of this chapter to place the obligation of complying with its requirements upon the installer. Nothing contained in this chapter shall be construed to relieve from or to lessen the responsibility or liability of any person for injury or damage to

persons or property caused by or resulting from any defect of any nature in any manufactured home installation work performed by said person or in any manufactured home installation equipment owned, controlled, operated, or used by him/her; nor shall Whatcom County, or any officer, agent, or employee thereof, incur or be held as assuming any liability by reason or in consequence of any permission, certificate of inspection, inspection, or approval authorized herein, or issued or given as herein provided, or by reasons or consequence of any things done or acts performed pursuant to the provisions of this chapter.

1) SCOPE

This chapter sets forth rules and regulations to regulate and control the installation of manufactured homes on building sites, establishes an administrative procedure for the issuance of permits, and provides for the inspection of manufactured home installations.

2) DEFINITIONS

Words shall be as defined in WCC 15.04.12 (Definitions).

- a. ~~ADMINISTRATIVE AUTHORITY is the Department of Planning & Development Services, the Building Services Division, and the Whatcom County Building Official.~~
- b. ~~BUILDING OFFICIAL is the Director of the Planning & Development Services Department or his/her designee. See Section 15.04.015.~~
- c. ~~BUILDING SITE is any site proposed for the location of a manufactured home including sites within mobile home parks.~~
- d. ~~HUD is the Federal Department of Housing and Urban Development.~~
- e. ~~INSTALLER shall either be the owner or a State licensed mobile home installer.~~
- f. ~~MANUFACTURED HOME means a structure designed and built to comply with the Washington State Department of Labor and Industry's rules and regulations for Manufactured Homes and Commercial Coaches. It is also defined and cross referenced per the current adopted edition of the IRC, SECTION R202, Definitions, MANUFACTURED HOME.~~
- g. ~~MOBILE HOME is a transportable, factory built dwelling unit constructed prior to June 15, 1976 (prior to enactment of National Manufactured Housing Construction & Safety Standards [NMHCSS] Act of 1974).~~
- h. ~~PERMANENT FOUNDATION means concrete blocks on a concrete footing or slab, or other approved engineered foundation systems.~~

3) GENERAL INSTALLATION REQUIREMENTS

- a. Manufactured homes installed on building sites shall be installed in accordance with the provisions of this chapter and all applicable local, state, and federal codes, ordinances, and statutes.
- b. Manufactured homes shall be installed in compliance with the manufacturer's installation recommendations or according to NCSBCS/ANSI A225.1-1994; (Permanent Foundation Requirements). The manufacturer or dealer shall send ~~two~~ copies of its approved installation recommendations to the purchaser of the manufactured home and. ~~Two~~ copies shall be submitted with the building permit application.
- c. No person, firm, partnership, corporation, or other entity may install a manufactured home unless ~~he/s~~he owns the manufactured home, or is a licensed manufactured home installer.

- d. All manufactured home installations shall comply with the requirements of the IRC ~~Section R403.1.7.3, (Foundation Elevation)~~, and with the following:
- i. On graded sites, the top of any exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved drainage device a minimum of 12 inches plus 2 percent. The Building Official may approve alternate elevations, provided it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site.
 - ii. The following provisions shall be made to prevent standing water under and around a building or structure prior to the final inspection:-
 - A. The finished grade and elevation under the building shall be above the ground drainage flow of the land around the building to prevent surface or sub-surface water from draining to the space under the building, provided that other approved alternates such as drain tile, exterior grading to a point lower than the interior drainage of the building or an approved sump pump may be used, and provided further that the alternate method to be used shall be shown on the building plans.
 - B. An approved sump pump system shall in no case be connected to the sanitary sewer system. In all instances where a drainage or sump pump system is installed under the structure there shall be provided, in the foundation wall, an access crawl hole which shall be no more than 20 feet from the main drain cleanout.
 - C. To facilitate the drainage of water, the building site shall have at least a 2% gradient towards approved drainage facilities from building pads. However, this may be waived by the Building Official provided that the permittee can demonstrate that due to the nature of the site this would be impractical and that an approved alternate will be used.
 - ~~e.D.~~ If water appears under the building within a period of 12 months after the final inspection of the building or structure, the builder shall be responsible for providing the drainage of the same, and provided further that the builder has not complied with the requirements of ~~Section §1804.7~~ herein, concerning drainage. Thereafter, the owner of the building shall be responsible for providing drainage of the same, except where owner and builder agree otherwise.
 - ~~f.e.~~ In those areas that are recognized as floodplains by the Washington State Department of Ecology or the Department of Homeland Security, or hazardous because of the probability of earthquakes, ground slides, avalanches, or high winds, the Building Official may set requirements that are necessary to lessen the hazards. Manufactured homes installed on sites that are sloping or have poor drainage shall be installed in accordance with installation recommendations, provided by a professional engineer or architect licensed in the state of Washington.
 - ~~g.f.~~ Manufactured homes in a floodplain must be installed per the applicable provisions of Whatcom County Code, Title 17, Flood Damage Prevention, and per associated requirements of the Endangered Species Act (ESA).
 - ~~h.g.~~ Used mobile homes older than 1976, require a fire/life safety inspection by the State ~~Department~~ of Labor & Industries prior to building permit submittal.

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4) PERMITS REQUIRED

No person, firm, or corporation shall install or cause to be installed any manufactured home on a building site without having first obtained a building permit, and a manufactured home dealer shall not deliver a manufactured home to a building site until that dealer has verified that the installer has obtained the necessary building permits.

5) APPLICATION REQUIREMENTS

In addition to the manufactured home building permit application and issuance regulations, the following shall apply to manufactured home installations: ~~separate application shall be required for each manufactured home installation. The application shall be made upon forms provided by the administrative authority and shall be accompanied by the permit fee established herein.~~

- a. A separate application shall be required for each manufactured home installation. The application shall be made upon forms provided by the ~~administrative authority~~ Department and shall be accompanied by the permit fee established herein.
- b. Each application shall be accompanied by a plot plan drawn to scale with detail sufficient to show that the installation will meet siting requirements of all applicable state and local regulations. The plot plan shall show all existing structures and proposed structures, including decks and porches.
- ~~b.c.~~ Construction plans and details for all proposed non-exempt landings, open decks, covered decks, and stairs shall be provided with the application
- ~~c.d.~~ Applications for manufactured homes to be installed on building sites or sites within a mobile home park shall be accompanied by two sets of foundation plans for a permanent foundation.

Comment [CES7]: Already stated in (a).

Comment [CES8]: Don't need this phrase, as all manufactured homes would be installed in one of these two places.

6) INSPECTION

Approved installation specifications shall be available at the site at the time of inspection of the installation. In the event that no approved installation specifications are available or the approved specifications as provided above do not cover all the installation requirements of this chapter, then the total installation of the portions thereof not covered by the approved specifications shall comply with the appropriate provisions of this code.

- a. ~~On building sites other than those in mobile home parks, t~~ The installer of the manufactured/ mobile home shall request the following inspections:
 - i. ~~a f~~ ooting inspection, after the placement of the footing forms and rebar and but prior to pouring concrete or placing the footings.
 - ii. ~~and a T~~ ie-down, blocking, and vapor barrier inspection,
 - iii. ~~and a f~~ inal inspection, after all aspects of the installation have been completed. For mobile home park installations, the installer shall request a final inspection after all aspects of the installation have been completed.
 - iv. All requests for inspection shall be made one working day before such inspection is desired.
- b. The manufactured/mobile home may be occupied once the installation has passed final inspection for compliance with the requirements of this chapter and any conditions placed upon the issued permit.

- c. If the installation does not comply with the installation requirements of this chapter and the conditions of the installation permit, the local enforcement agency shall provide the installer with a list of corrections that the installer must make. The list of corrections shall state a date by which the corrections must be completed. If the items that require correction do not endanger the health or safety of the occupants, or substantially affect the habitability of the manufactured/mobile home, the local enforcement agency may permit the owner of the home to occupy it.

7) BUILDING SITE PREPARATION

A manufactured home may not be installed on a building site unless the ground at the site has adequate compaction and load-bearing ability to meet the support requirements of WCC 15.04.030(F)(3)(d) or, if the building site is in a mobile home park, the park owner must insure that the ground on which the mobile home is to be installed has been improved as necessary to provide a proper base for the mobile home and that the area beneath the mobile home has adequate drainage.

8) FOUNDATION SYSTEM FOOTINGS

- a. Footings shall be constructed of solid concrete per the manufacturer's installation specifications or an approved alternate method.
- b. Foundations placed in flood zones or flood-plains shall be installed per WCC 15.04.030(F)(3)(e and f) and may require an engineers' review for the design. Four-inch slab with thickened footings, extending 18 inches below existing grade, 16 inches diameter concrete posts, spaced according to the applicable requirements of NCSBCS/ANSI A225.1-1994, with a four-inch concrete slab and Z hook for positive connection between post and slab, if in a flood plain.
- c. Footings shall be:
 - i. Evenly bedded and level;
 - ii. Placed on firm, undisturbed or compacted soil that is free of organic material;
 - ~~iii. Centered in a line under the main frame longitudinal members on both sides of the manufactured home;~~
 - ~~iv.~~ iii. Spaced not more than eight feet apart and no more than two feet from the ends of the main frame. The Building Official may require a closer spacing, depending on the load bearing capacity of the soil or the specifications in the manufactured home installation manual.
- d. A manufactured home with more than one section must have center-line blocking at end walls and at other points of connection of the sections ~~of the manufactured home~~ that have ridge beam bearing support. Blocking is also required at both ends of a door opening that is six feet or more wide in an exterior wall.
- e. If a manufactured home requires footings on its exterior perimeter, as specified by the installation recommendations or required by the Building Official, the footings shall be installed below the frost line.
- f. Footings shall be constructed so that ~~75-percent~~ of the area under the manufactured home has at least 18 inches clearance between the bottom of the main chassis members and the ground level. The area beneath the furnace cross-overs and fireplaces must always

have at least 18 inches clearance. At no point under the manufactured home may clearance be less than 12 inches.

9) FOUNDATION SYSTEM PIERS

- a. An installer must build and position piers and load-bearing supports or devices to distribute the required load evenly. An installer must use manufactured piers or load-bearing supports or devices that are listed or approved for the intended use.
- b. A pier may be made of a single stack of 8-inch by 16-inch blocks if the blocks are not stacked more than ~~four~~^{three} blocks high. A pier made of a single stack of blocks shall be installed at a right angle to the main frame longitudinal members and shall be capped with no more than 2-inch by 8-inch by 16-inch wood blocks or one 4-inch by 8-inch by 16-inch concrete block.
- c. A pier may be made of a double stack of 8-inch by 8-inch by 10-inch blocks if the blocks are not stacked more than five blocks high. Each row of blocks in such a pier shall be stacked at right angles to the abutting rows of blocks. The pier shall be capped with 2-inch by 8-inch by 16-inch concrete blocks. The pier shall be installed so that the joint between the cap block is at right angle to the main frame longitudinal members.
- d. A pier may be made with more than five courses of blocks, ~~and~~ not to exceed 9 (72 inches) courses of block, if the stacked blocks are filled with 2,000 psi concrete or mortar, and no more than 20% of the piers exceed five courses (40"). All other systems shall be designed by a licensed Washington state engineer or architect.
- e. All blocks shall be set with cores placed vertically.

10) FOUNDATION SYSTEM PLATES AND SHIMS

An installer may fill a gap between the top of a pier and the main frame with a wood plate that is not more than two inches thick and two opposing wedge-shaped shims that are not more than two inches thick. Wood plates and shims must be of hemlock/fir, Douglas fir, or spruce/pine/fir. A shim shall be at least four inches wide and six inches long. The installer shall fit the shim properly and drive it tight between the wood plate or pier and the main frame to ensure that the manufactured home is level and properly supported at all load-bearing points. A block that abuts a wedge-shaped shim shall be solid.

11) FOUNDATION

A manufactured home shall have an approved skirting around its entire perimeter. The wood of the skirting shall be at least six inches from the ground unless it is pressure-treated wood. Metal fasteners shall be hot dipped galvanized, stainless steel, or other corrosive-resistant material. Ferrous metal members in contact with the earth, other than those that are galvanized or stainless steel, shall be coated with asphaltic emulsion. A manufactured home that is installed shall have ventilation openings with a net area of one square foot per 150 square feet of crawl space; except manufactured homes installed in the flood-plain shall have ventilation openings with a net area of 1 square inch per 1 square foot of crawlspace installed within 1 foot of finished grade. The openings shall be designed to provide cross ventilation on at least two approximately opposite sides of the manufactured home. The installer shall locate openings as close to the corner of the manufactured home as practical and shall cover the opening with a corrosive-resistant wire mesh. Dryer vents and hot water

tank pressure release valves shall exhaust on the exterior of the perimeter skirting. The skirting for each section of the manufactured home shall have an opening of at least 18 inches by 24 inches with a cover of metal or pressure-treated wood to allow access to the crawl space. In all cases the foundation shall be installed before a final sign off can be made.

12) ANCHORING SYSTEM

The Building Official shall require a single-section or multiple-section manufactured home to have an anchoring system. Such an anchoring system shall be installed per the manufactured installation specifications or according to the design of a professional Washington State licensed engineer or architect. Components of the anchoring system shall have a resistance to weather deterioration that is at least equal to that of a zinc coating that is not less than 0.3 inches per square foot of coated surface. Cut edges of zinc-coated strapping do not need to be coated.

- a. An installer shall install, preload, and adjust a ground anchor in accordance with the anchor manufacturer's instructions. The installer must supply a copy of the instructions to the Building Official. Ground anchors shall be marked with the manufacturer's identification and model number in a location that is visible to the inspector after the anchor is installed. The manufacturer of a ground anchor must provide instructions with each anchor that specifies the kinds of soils for which the anchor is suitable. Analysis from a Washington ~~WA~~-State licensed engineer may be required.
- b. If concrete slabs or continuous footings are used to transfer the anchoring loads to the ground, the following requirements apply:
 - i. Engineered tie-down systems shall be per approved details from the Washington State Department of Labor and Industries.
 - ii. A concrete slab may be used in place of a ground anchor if it provides holding strength equal to the required ground anchors.
 - iii. Analysis from a Washington ~~WA~~-State licensed engineer may be required.
- c. Ties shall be of approved strapping, or other approved materials. Ties shall be fastened to the ground anchors and drawn tight with turnbuckles, yoke fasteners, or other approved tension devices. Tension devices shall end in clevis, forged, or welded eyes. Tension devices shall be designed to prevent self-disconnection if the ties become slack. Ties shall connect the ground anchors to the main frame longitudinal members. Ties must not connect to steel outrigger beams that fasten to the main frame unless the manufacturer's installation instructions specifically approve the connection. Diagonal ties must lie at least 45 degrees from the vertical.
- d. The installer shall space the ties as evenly as practical and shall locate a tie within eight feet of each end of the manufactured home. The installer shall install vertical ties at each detached corner of a clerestory roof and added-on sections of expandable manufactured homes. The installer shall install the following number of ties for each I-beam or other main frame longitudinal member: according to the manufacturer's specifications or per NCSBCS/ANSI A225.1-1994, as indicated in the following chart:

Length of home in feet (excluding hitch)	Number of vertical ties per detached corner of add-ons	Number of diagonal ties
32 – 54	1	5
55 – 73	1	6

13) ASSEMBLY

The water pipe connection to the manufactured home shall have a main shutoff valve in compliance with the ~~2012~~ 2018 Uniform Plumbing Code, ~~Section §606~~. Exterior water lines and ducting under the manufactured home shall be insulated. In all other respects, utility connections to the manufactured home, including water, sewer, electricity, and gas, shall comply with the applicable County codes. Accessory structures ~~such as awnings, carports, garages, porches, or steps~~ attached to or located next to a home, ~~such as awnings, carports, garages, porches, or steps~~ shall be constructed in conformance with applicable County codes and structurally independent of the manufactured home unless pre-approved by the manufacturer.

15.04.040 Amendments to the International Fire Code (IFC).

- A. ~~Section §102.2, (Administrative, Operational and Maintenance Provisions)~~, is amended to read as follows:

To provide a reasonable degree of safety to persons occupying existing buildings, there shall be a fire code inspection, at times to be determined by the Whatcom County Fire Marshal, for all Group A, B, E, F, H, I, M, R, S₂ and U occupancies. Only R-3 Occupancies containing the following shall be subject to fire code inspections: adult family homes, family daycare homes, and adult and child care facilities, as defined in Chapter 2 (Definitions) ~~as amended by the Washington State amendments~~.

- B. ~~Section §103.1, (General)~~, is amended to read as follows:

The Department of Fire Prevention, hereinafter referred to as the Fire Marshal's Office, is established within the jurisdiction under the direction of the Fire Code Official, hereinafter referred to as the Fire Marshal. The function of the ~~department Office~~ shall be the implementation, administration, and enforcement of ~~the provisions of~~ this code. Recognizing the authority and responsibility vested in the Fire Marshal by the International Fire Code, the Fire Marshal is authorized to promulgate such rules, policies, and/or procedures as s/he/she deems necessary for the efficient operation of fire prevention and investigations.

- C. ~~Section §103.2, (Appointment)~~, is amended to read as follows:

The Fire Marshal is the ~~Department~~ Director of Planning and Development Services, except that a Fire Marshal and/or Deputy Fire Marshal may be appointed by the ~~Department~~ Director. The Fire Marshal/Deputy Fire Marshal shall be not less than a supervisor within the Building Services Division of the Whatcom County Department of Planning & Development Services ~~Department~~, as designated by the Director. The Fire Marshal for Whatcom County is authorized to enforce the provisions of this ordinance and adopted referenced codes and amendments.

- D. ~~Section §104.1, (General)~~, is amended with the following additional paragraphs:

The provisions of RCW 18.160.070 and the Levels of Licensing required by the State Fire Marshal's Office will be enforced by the Whatcom County Fire Marshal's Office as specified,

including but not limited to work performed by contractors and/or documentation verifying compliance with current licensing requirements. Issuance of permits may be withheld due to lack of compliance with these provisions.

It is the interpretation and determination of the Whatcom County Fire Marshal that the “installation of underground work of any kind for any kind of structure” applies to the installation of fire protection systems connected to or integral to a fire protection sprinkler system. A Level U license from the State Fire Marshal’s office shall be required. The Fire Marshal, at his/her discretion, may require a Level U license for any underground work determined at any stage of installation to be substantially and/or consistently substandard.

E. ~~In Section §104.9, (Alternate Materials and Methods),~~ the last sentence is amended as follows: Where the alternative material, design or method of construction is not approved, the Fire Marshal shall respond in writing, stating the reasons why the alternative was not approved, when a determination request is submitted to the Fire Marshal in writing.

F. ~~Section §104.10, (Fire Investigation),~~ is amended to read as follows:
The Whatcom County Sheriff’s Office shall have the authority to investigate the cause, origin, and circumstances of any fire, explosion or other hazardous conditions. Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law.

G. ~~Section §104.10.1, (Assistance from Other Agencies),~~ is amended with the following additional language:
The Whatcom County Fire Marshal shall have the authority to render necessary assistance in the investigation of fires. The Whatcom County Fire Marshal and designated, assigned staff members shall have the powers of a limited authority of a Washington peace officer as defined in Chapter 10.93 RCW. They shall be commissioned by the Whatcom County Sheriff as specially commissioned Washington peace officers, as defined in Chapter 10.93 RCW, upon satisfaction of the training and other requirements prescribed or approved by the Washington Criminal Justice Training Commission, for the purpose of administering this code.

H. ~~Section §105.7.1, (Automatic Fire-Extinguishing Systems),~~ is amended with the addition of the following language:
Commercial cooking arrays require permanently affixed signage that states: “Alteration of commercial cooking arrays is prohibited without prior review and approval from the Whatcom County Fire Marshal.” Sign location to be determined by the Fire Marshal.

I. ~~Section §105.7.98, (Flammable and Combustible Liquids),~~ is amended as follows:
~~1. (unchanged)~~
~~2. (unchanged)~~
3. To install, alter, remove, abandon, or otherwise dispose of a flammable or combustible liquid tank. Abandoned underground fuel tanks are required to be removed according to all applicable codes and safety standards except under special circumstances, such as steep or extreme topography, significant physical obstructions, or similar circumstances, as approved per the discretion and judgment of the Fire Marshal.

J. ~~Section §1098.1, (Board of Appeals),~~ is amended to read as follows:

~~In order to hear and decide appeals of orders, d~~Decisions or determinations made by the Fire Marshal relative to the application and interpretation of this code, ~~there shall be and is hereby created a~~ shall be heard by the Whatcom County Board of Appeals. ~~Whatcom County Ordinance No. 2007-024 shall be the Fire Code Appeals Board. The Appeals Board shall be the same board for all codes appeals, except as amended in WCC Chapter 15.04.~~

- K. ~~Section §202, (General Definitions),~~ is amended to add the following sentence: Words not defined herein shall be as defined in WCC 15.04.12 (Definitions). ~~read as follows:~~
- a. ~~Fire Chief. Whenever the term Fire Chief is referenced in this code it shall mean Whatcom County Fire Marshal (Fire Code Official) or his/her designee, as identified in IFC Section 103, except as stated in IFC Section 104.11 and/or where the Fire Marshal has delegated a specific responsibility to the Fire Chief of a given fire district by verbal, written, and/or historic agreement.~~
 - b. ~~Fire Code Official. Whenever the term Fire Code Official is referenced in this code it shall mean Whatcom County Fire Marshal or his/her designee, as identified in IFC Section 103.2 and as amended per WCC 15.04.040.~~
- L. Chapter 5 is amended to include adoption of all sections of the chapter not adopted by Washington State Amendments, Chapter 51-54A WAC, as authorized per RCW 19.27.060(5).
- M. Appendix B, ~~(Fire Flow Requirements for Buildings),~~ is amended to read in its entirety as follows:

§B101 GENERAL

B101.1 Scope. The procedure for determining fire flow requirements for buildings or portions of building hereafter constructed shall be in accordance with this appendix. This appendix does not apply to structures other than buildings.

§B102 DEFINITIONS

B102.1 Definitions. Words shall be as defined in WCC 15.04.12 (Definitions).

§B103 MODIFICATIONS

~~Section §B103.1, (Decreases).~~

The Fire Marshal is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical. This may include consideration of alternative materials and methods where the Fire Marshal finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method, or work is at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire-resistance, durability, and safety.

B103.2 Increases. The Fire Code Official is authorized to increase the fire flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall be not more than twice that required for the building under construction.

B103.3 Areas without water supply systems. For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire marshal is authorized to utilize NFPA 1142 or the International Wildland-Urban Interface Code (IWUIC).

SECTION B104 FIRE-FLOW CALCULATION AREA

§B104.1, (General), is amended as follows:

B104.1.1 The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under horizontal projections of the roof of a building (such as a connecting breezeway), otherwise including only areas that are fully enclosed on all sides and which have a full ceiling height. Full ceiling height means an average (50% or more) ceiling height of 6 (six) feet – 8 (eight) inches (203.3 cm), including under-floor areas that are accessed by a side-hinged man door, sliding door, overhead door, or similar standard height access. The calculation area is measured to the outside surface of exterior and/or enclosure walls.

B104.1.2 In general, commercial and industrial structures will be measured ~~according to~~ using the same methodology as for residential/accessory buildings, except that structures will also be judged according to their use and corresponding hazard, according to the applicable codes in the IFC and IBC, and according to the judgment and discretion of the Fire Marshal. As such area may be calculated for roof only (open sided) structures, covered open/partially open portions of buildings, to the outside edge of eaves, and/or for uncovered portions of structures (decks, balconies, loading docks, etc.) on a case-by-case basis where, in the discretion of the Fire Marshal, it is warranted to preserve the health, safety, and welfare of the public, building occupants, and/or emergency responders.

B104.2 Area Separation. Portions of buildings that are separated by fire walls without openings, constructed in accordance with the International Building Code, are allowed to be considered as separate fire-flow calculation areas.

B104.3 Type IA and Type IB Construction. The fire-flow calculation area of buildings constructed of Type IA and Type IB construction shall be the area of the three largest successive floors.

Exception: Fire-flow calculation area for open parking garages shall be determined by the area of the largest floor.

SECTION B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

§B105.1, (One- and Two-Family Dwellings).

B105.1.1 The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire-flow calculation area ~~—~~ including both existing and new proposed building area ~~—~~ that measures in excess of 4,000 square feet (371.6 m²) shall be 500 GPM @ 20 psi for 1 hour. For a fire hydrant to qualify for fire-flow it shall be located with 600 feet along an accessible route measured to the center of the structure.

B105.1.2 An NFPA 13D automatic sprinkler system throughout the measured fire area of a residence and/or residential accessory building qualifies as 100% reduction/mitigation in fire flow when the requirement threshold is exceeded.

B105.1.3 An NFPA 13-D automatic sprinkler system is required throughout all dwellings with a measured fire area exceeding 8,000 square feet. In addition, fire-flow for dwellings with a fire-flow calculation area exceeding 8,000 square feet (743.2 m²), shall not be less than that specified in Table

B105.1, as amended by Whatcom County, except that the flow duration may be a minimum of one hour.

Exception: For Single Family Residences, where the addition of an attached garage results in a total building area exceeding 8,000 square feet (743.2m²), where a fire flow system consisting of a water storage tank, fire pump, and a hydrant would be required, all of the following shall be installed to relieve the fire flow requirements. If the total building area is over 10,000 sf (929m²) this exception does not apply.

Comment [CM9]: Added exception to allow one opening in fire rated assembly for a single family residents

- i. Full two-hour fire rated construction that separates the garage from the house. The fire wall shall be designed per IBC §706, except that there shall only be one opening allowed in the fire-rated construction between the house and garage. The maximum size of the opening shall accommodate one 3'-0" x 6'-8" man door. The man door shall be two-hour fire rated assembly and have an automatic closing devise. No other openings are allowed in the fire-rated construction between the garage and house.
- ii. An NFPA 13D automatic sprinkler system shall be installed throughout the house and attached garage (entire structure).
- iii. The water storage for the sprinkler system shall be designed to twice the calculated required amount.

a. Table B105.1(1) is not adopted.

Section §B105.2, (Buildings other than One- and Two-Family Dwellings), is amended as follows:

DEFINITIONS:

Agricultural Building. Livestock shelters or buildings, including shade structures and milking barns; poultry buildings or shelters; barns; storage of equipment and machinery used exclusively in agriculture; horticultural structures, including detached production greenhouses and crop protection shelters; sheds; grain silos; stables. (IBC Appendix C, Group U-Agricultural Buildings)

Agricultural Processing Building and/or Facility. Buildings/facilities where agricultural products are cooled, frozen, or dried and packaged in their otherwise unaltered, primary state for shipping to distribution sales outlets. Ag processing buildings/facilities may include conveyors, refrigeration equipment and rooms, other applicable processing or environmental mechanical equipment, offices, employee facilities, restrooms, product and product packaging storage, loading docks, and similar applicable accessory appurtenances.

Although ag processing buildings/facilities are determined by Whatcom County to be a Group U occupancy for purposes of determining fire flow requirements, they represent a more intensive use than agricultural buildings, based on the typical number of personnel (even if seasonal), type of equipment, and typical operations. Appropriate, applicable health, fire, and life/safety codes and regulations will be applied in the review process of these buildings/facilities.

Cooking, modifying, altering, combining, and/or other secondary food processing/ manufacturing is not considered ag processing. The primary use for this type of processing is determined to be a Group F occupancy per applicable provisions of the IBC and other adopted codes and regulations.

Comment [CES10]: Definitions moved to 15.04.012

B105.2.1 The minimum fire-flow and flow duration requirements for private garages, detached shops, agricultural storage buildings (Group U occupancy) shall be 500 GPM @ 20 psi for 1 hour.

Exception: Fire-flow is not required if the structure meets one of the following criteria:

1. It does not exceed 2,500 square feet (232.3 m²).
2. It is protected by an approved automatic fire sprinkler system.
3. It has, at a minimum, 60-foot setbacks ~~to~~ from all property lines, and other structures on the same lot. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.
4. It has, at a minimum, 100-foot setbacks to all property lines and other structures on the same lot for buildings which include hay storage, other combustible fibers, the potential for loose combustible fibers, and/or the potential for combustible dust (IFC Sections 2204 and 3704.1; NFPA 61). Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

B105.2.2 The minimum fire-flow and flow duration requirements for agricultural processing buildings not exceeding 6,000 square feet (557.4 m²) shall be 500 GPM @ 20 psi for 1 hour. If the building exceeds 6,000 square feet (557.4 m²), Table B105.1, as amended by Whatcom County, shall apply except that, at the discretion of the Fire Marshal, where adequate and reliable water supply systems do not exist the duration may be reduced by up to 50%, but not to be reduced to below a duration of 1 hour.

Exception: Fire-flow is not required if the structure meets one of the following criteria:

1. It does not exceed 2,500 square feet (232.3 m²), in measured fire area.
2. It has, at a minimum, 60-foot setbacks to all property lines, and other structures on the same lot. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.
3. The building is provided with an NFPA 13 automatic sprinkler system throughout, including water storage to support the sprinkler system per the system design, plus an additional 500 gpm of fire flow at 20 psi for a duration of one hour, to be available at an approved hydrant or hydrants as determined by the Fire Marshal.

B105.2.3 The minimum fire-flow and flow duration requirements for buildings other than one- and two-family dwellings and Group U buildings specified above, shall be as specified in Table B105.1, as amended by Whatcom County, with the ability to apply fire-protection credits as described in Table B105.2, but not to be reduced to below 500 GPM @ 20 psi for duration of 1 hour for Group F and S occupancies, including accessory occupancies (per IBC 508.2); 1,500 GPM @ 20 psi for a duration of 1 hour for occupancies and/or mixed occupancies including Group B, E, I, M, and R occupancies except where lower gpm is indicated per Table B105.1. Fire-flow reductions for Group H occupancies may only be considered at the discretion of the Fire Marshal. Increases in fire flow may be required based on the Fire Marshal's evaluation of operational hazard and/or occupancy group. Fire protection credits shall not allow the elimination of required systems as required in other parts of the Fire Code.

Exception: Fire flow is not required if the structure meets all of the following criteria:

1. It does not exceed 2,500 square feet (232.3 m²).
2. It does not contain a hazardous operation, as determined by the Fire Marshal.
3. It is not a Group A occupancy.

TABLE B105.1. Fire-flow for Buildings Other than One- and Two-Family Dwellings and Private Garages and Commercial Agricultural Buildings (Group U)

Construction Type ^(a)					Required Fire Flow (GPM)	Duration (Hours)
IA & IB	IIA & IIIA	IV & VA	IIB & IIIB	VB		
WHEN TOTAL FIRE AREA IN SQUARE FEET^(b) IS EQUAL TO OR LESS THAN THESE VALUES						
5,500	3,700	2,600	2,100	1,600	500	1
11,100	6,800	4,700	3,500	2,400	750	1
15,900	9,300	6,200	4,500	2,900	1,000	1
22,700	12,700	8,200	5,900	3,600	1,250	1
30,200	17,000	10,900	7,900	4,800	1,500	1
38,700	21,800	12,900	9,800	6,200	1,750	1.5
48,300	24,200	17,400	12,600	7,700	2,000	1.5
59,900	33,200	21,300	15,400	9,400	2,250	1.5
70,900	39,700	25,500	18,400	11,300	2,500	2
83,700	47,100	30,100	21,800	13,400	2,750	2
97,700	54,900	35,200	25,900	15,600	3,000	2
112,700	63,400	40,600	29,300	18,000	3,250	3
128,700	72,400	46,400	33,500	20,600	3,500	3
145,900	82,100	52,500	37,900	23,300	3,750	3
164,200	92,400	59,100	42,700	26,300	4,000	4
184,400	103,100	66,000	47,700	29,300	4,250	4
203,700	114,600	73,300	53,000	32,600	4,500	4
225,200	126,700	81,100	58,600	36,000	4,750	4
247,700	139,400	89,200	65,400	39,600	5,000	4
271,200	152,600	97,700	70,600	43,400	5,250	4
295,900	166,500	106,500	77,000	47,400	5,500	4
GREATER	GREATER	115,800	83,700	51,500	5,750	4
		125,500	90,600	55,700	6,000	4
		135,500	97,900	60,200	6,250	4
		145,800	106,800	64,800	6,500	4

Construction Type ^(a)					Required Fire Flow (GPM)	Duration (Hours)
IA & IB	IIA & IIIA	IV & VA	IIB & IIIB	VB		
		156,700	113,200	69,600	6,750	4
		167,900	121,300	74,600	7,000	4
		179,400	129,600	79,800	7,250	4
		191,400	138,300	85,100	7,500	4
		GREATER	GREATER	GREATER	7,750	4

Footnotes:

- (a) Types of construction are based upon the current adopted edition of the IBC.
- (b) Each portion of a building shall be considered as a separate fire area when separated by one or more fire walls built in accordance with the IBC.

TABLE B105.2. Fire Protection Credit for Commercial Rural Fire-Flow

Options to Reduce Fire-Flow ^(a)	% Reduction ^(b)
NFPA Monitored Fire Alarm	25%
NFPA 13 Automatic Sprinkler System	75%
40' Minimum Setbacks ^(c)	25%

Footnotes:

- (a) Credits used for or with substantial alterations shall be applied to the entire structure.
- (b) Reductions will be simply rounded to the closest fire flow rate and applied for the duration prescribed by that flow rate. In cases of an equal distance between two rates, the rate will be rounded down.
- (c) Setbacks apply to all property lines and buildings, on all sides of the structure. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.
- ~~(c)~~(d) Fire-flow rates shall not be reduced less than the minimums as required in Section B105.2.

§B105.3 Water supply for buildings equipped with an automatic sprinkler system.

B105.3.1 For buildings equipped with an automatic sprinkler system, the water supply shall be capable of providing the greater of:

1. The automatic sprinkler system demand, including hose allowance.
2. The required fire-flow.

SECTION B106 REFERENCED STANDARDS.

ICC; IBC-18 International Building Code B104.2

ICC; ICF-18 International Fire Code As amended, Tables B105.1 and B105.2

ICC IWUIC-18 International Wildland-Urban interface Code, Table B105.1(1)

NFPA 1142-12 Standards on Water Supplies for Suburban and Rural Fire Fighting, B103.3 or most current version.

- N. Appendix C, [Fire Hydrant Locations and Distributions], is amended with the following added section:

§C106, (Subdivision Alternative), is added to the Appendix:

C106.1 Hydrant placement alternative. Subdivisions and plats with no fire flow infrastructure require a minimum lot size of 1 ~~(one)~~ acre and a minimum 20 ~~(twenty)~~ foot setback from property lines to structures, in addition to applicable fire flow requirements per Appendix B as amended. A no-build easement recorded with the Auditor to run concurrent will be required to reduce the property setbacks.

- O. Appendix D, (Fire Apparatus Access Roads), is amended as follows:

§D103, (Minimum Specifications), is amended ~~with the following additional language as follows:~~

§D103.2 Grade per Exhibit A and WCDSWhatcom County Development Standards, Chapter 5, (Road Standards). In addition to standard access road requirements, Residential and residential accessory structures accessed by roads or driveways exceeding 12% grade require mitigation, such as an automatic sprinkler system, per NFPA 13-D, throughout the applicable building(s); an approved fire flow system; or equivalent mitigation, approved at the discretion of the Fire Marshal in addition to standard access road requirements.

§D103.3 Turning radius – Minimum thirty five foot (35') foot radii. Residential private roads and driveways per Exhibit C and DWhatcom County Development Standards, Chapter 5.

§D103.5, (Fire Apparatus and Access Road Gates), is amended as follows:

Gates installed across emergency apparatus access roads and driveways require a permit from the Fire Marshal's office and shall comply with all the following criteria:-

Item #1 is amended as follows:

1. Where a single gate is provided, the net openable gate width shall be not less than 20 feet (6,096 mm). Where a fire apparatus road consists of a divided roadway (one separate lane in each direction) or the current required width of the apparatus access road is a minimum of 12 feet (3,658 mm), the net openable gate width shall be not less than 12 feet (3,658 mm) at each lane or road. The net openable width of the gate shall be not be less than the applicable required drivable surface width of any access road or driveway.

...Add to Item #10:

9. At the Fire Marshal's determination, applications for gates proposed to be installed across private access easements, roads, and driveways, which are shared by multiple property owners/users, may be required to include written, notarized, confirmation from that all property owners/users approve ofing the gate installation.

Add as Item #11:

10. Gate installations where multiple properties are accessed shall include an approved universal ~~optical sensor public safety~~ access system that will allow access by all emergency responders.

~~Add as Item #12:~~

11. Where deemed appropriate, the Fire Marshal may require language addressing maintenance responsibilities and/or incorporation of maintenance language and other relevant information regarding any gate to be recorded with the County Auditor separately or as part of the access easement(s) description.

Add §D103.7 Turnarounds – For all projects other than residential or residential accessory, turnarounds shall be a minimum ~~twenty foot (20')-foot~~ wide drivable surface, and legs ~~sixty feet (60') feet~~ long per WCDS, Chapter 5, (Road Standards). Where options are limited by topography or at the discretion of the Fire Marshal for other considerations, turnarounds for residential or residential accessory structure access may be a minimum ~~twenty foot (20')-foot~~ wide drivable surface and turnaround legs ~~forty five feet (45') feet~~ long. Turnarounds shall be located within 150 feet of a structure that requires access but no closer than 50 feet unless otherwise approved by the Fire Marshal where topographic or other significant obstacles exist. ~~See Exhibit D.~~

Add §D103.8 Bridges – Bridges, box culverts, or similar passageway structures built over depressions or obstacles shall be hereinafter referred to as bridges. When a bridge is required to be used as part of a driveway access road, it shall be designed and constructed per the current adopted edition of the WCDS, Chapter 5, (Road Standards), §513, (Bridges and Associated Retaining Walls) and per applicable portions of IFC §503. Vehicle load limits shall be posted at both entrances to bridges when required by the Fire Marshal.

Add §D103.9 Installation of residential accessory buildings less than 2,500 square feet, small residential/ accessory additions, and similar minor changes or alterations may be exempt or may not trigger road standard improvements on a case-by-case basis, at the discretion of the Fire Marshal.

Add §D103.10 Surface – Per Whatcom County Development Standards (WCDS), Chapter 5, (Road Standards). ~~Minimum standard per Exhibit C, Driveway Section.~~

Add §D103.11 Vertical clearance – Minimum ~~thirteen foot, six inch (13 feet-6 inches")~~ unobstructed vertical clearance for the required width of the road. ~~See Exhibit A.~~

Add §D103.12 Fire apparatus access roads serving up to 2 ~~(two)~~ residential lots, where building location is less than ~~one hundred fifty feet (150') feet~~ from approved access roads require a minimum width of 12 feet (3658 mm) and a minimum vertical clearance of 13 feet-6 inches (4,115 mm).

Add §D103.13 Fire apparatus roads over ~~one hundred fifty feet (150') feet~~ long serving up to two residential lots:

§D103.13.1 Minimum width — ~~Twelve-foot (12')-foot~~ driving surface with turnouts no farther than every ~~six hundred feet (600') feet~~ when required by the Fire Marshal. To create a turnout, the road shall be widened to ~~twenty feet (20') feet~~ in the direction of travel for a minimum distance of ~~one hundred feet (100') feet~~ to allow vehicles to pull over ~~and to allow~~ emergency vehicles to proceed. Turnout shall be located approximately midpoint for driveways over ~~six hundred feet (600') feet~~ but less than ~~twelve hundred feet (1,200') feet~~. See Exhibit B.

Add §D103.14 Fire apparatus access roads ~~and~~, access serving more than two residential units, shall meet the following:

1. Standards per ~~Exhibit A and current adopted~~ Whatcom County Development Standards (WCDS), Chapter 5, (Road Standards).
2. The Fire Marshal may make modifications in these standards if the road is not buildable because of topography, waterways, nonnegotiable grades, or similar conditions. These modifications ~~are shall be~~ based on:
 - a. The building being protected by a minimum NFPA 13D Automatic Sprinkler System.
 - b. Additional fire protection features as required by the Fire Marshal.
3. When, in the opinion of the Fire Marshal, a residential addition or a new detached accessory building will not create a more significant fire load or hazardous situation, exceptions may be made for:
 - a. Minor additions to existing dwellings not exceeding 1,248 square feet of net measurable fire area where the total measurable fire area of the contiguous building (new and existing) does not exceed 4,000 square feet.
 - b. One, small, detached accessory building not exceeding 864 square feet in measurable fire area or where the aggregate measurable fire area of all detached accessory buildings on a site does not exceed 864 square feet.

Add §D103.15 ~~d~~—Emergency vehicle access roads or driveways shall not be obstructed in any manner, including the parking of vehicles. Width and clearance requirements of these standards shall be maintained at all times.

Add §D103.16 Private roads and driveways shall meet Whatcom County Development Standards and Drawings Chapter 5 (Roads & Related Work).

~~e. See Exhibits A, B, C, and D, for additional information, details, and illustrations amending Appendix D.~~

Exhibit A: Private Roads/Streets, Driveways and Fire Apparatus Access

This section applies to roads/streets that are privately owned, generally within an easement providing direct access to private land(s) for local traffic movement and connect to local public access, collectors or arterial roads/streets. Private roads/streets are maintained with private funds and where the County, municipality or WSDOT performs no maintenance.

Criteria for Authorization: Private roads/streets may be permitted when so provided in appropriate ordinances or at the discretion of the County Engineer when:

1. ~~Covenants have been approved and recorded with the County which provide for maintenance of the private roads/streets and associated parking areas by the owners in the development, including placing of liens for non-payment of fees, and/or road maintenance agreement(s) on the face of the long plat, short plat, or binding site plan.~~
2. ~~Provision is made for the roads/streets to be open at all times for emergency and public service vehicle use.~~
3. ~~The private road is not needed as a public road and will not obstruct public street circulation.~~
4. ~~Intersection spacing between private roads shall be consistent with the spacing shown in Development Standards Section 505.M.~~
5. ~~The roads are within a private community with a corporate identity or homeowners association, as identified by the State of Washington under RCW 64.38.~~
6. ~~Fire Apparatus Access Roads (Private Roads/Streets and Driveways)~~
 - a) ~~County fire code requirements for "Fire Apparatus Access Roads" are contained in WCC 15.04.010 and as amended in WCC 15.04.040.~~
 - b) ~~Criteria. The following criteria, per Exhibit A Geometrics, apply to Fire Apparatus Access Roads serving residential and residential accessory use:~~

Exhibit A Geometrics:

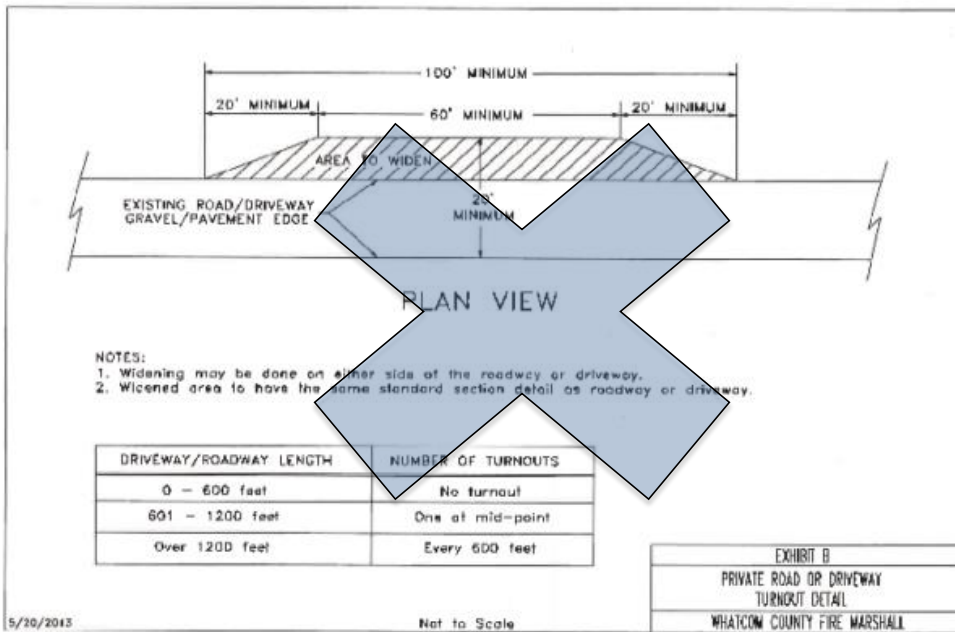
Road Users ⁽²⁾	Incremental Grade, %	Minimum Surface Treatment	Width, ft	Unobstructed Minimum Vertical Clearance, ft	Minimum Turning Radii, ft		See also Development Standards Drawings ⁽⁵⁾			
					Inside	Outside				
1-2	<12	CSIC ⁽¹⁾	12 (minimum)	13.5	25	40	505.E-6			
	12-14	Paved ⁽²⁾								
	15-18	Heated grooved PCC ⁽³⁾								
3-6	<12	CSIC ⁽¹⁾	18 ⁽⁶⁾	13.5	25 ⁽⁴⁾	43 ⁽⁴⁾	505.E-1,			
	12-14	Paved ⁽²⁾								
	15-18	Heated grooved PCC ⁽³⁾								
7 or more	<12	Paved ⁽²⁾	26 ⁽⁶⁾				505.E-2,			
	12-14	Paved ⁽²⁾								
	15-18 ⁽⁴⁾	Heated grooved PCC ⁽³⁾								

- 1) ~~Crushed surfacing top course~~
- 2) ~~Either Portland cement concrete (PCC) or Hot mix asphalt (HMA)~~
- 3) ~~Portland cement concrete~~
- 4) ~~Hot mix asphalt~~

- 5) ~~See Development Standards Section 505 Road Type and Geometrics, Table 1—Arterial Roads & Table 2—Residential Roads~~
- 6) ~~See also Development Standards Section 505.L.3—Horizontal Curves~~
- 7) ~~Road Users represents the number of dwelling units/single households. Per the Public Works Dept., a single household is the approximate equivalent of 10 average daily trips (ADT).~~
- 8) ~~Grades exceeding 18% may require special and/or multiple mitigation measures and will be approved at the discretion of the Fire Marshal.~~
 - ~~Turnouts—For driveways and roadways less than 20 feet wide, see Exhibit B (Development Standards Drawing 505.E-5).~~
 - ~~Turnarounds—Establish turnarounds for driveways and roadways greater than 150 feet in length per Exhibit D (Development Standards Drawing 505.E-6, 505.L-1, or 505.L-2 as applicable). Subject to other related codes and standards, i.e. Title 20.80.~~
 - ~~Fire Hydrants—Where a fire hydrant is located on a Fire Apparatus Access Road, the minimum roadway width shall be 26 ft. for a length of 40 ft. centered on the fire hydrant.~~
 - ~~Bridges—At the discretion of the Fire Marshal all bridges shall meet the requirements in Development Standards Section 513 Bridges and Associated Retaining Walls. See WCC Section 15.04.040, Section A, Item 11, Subsection b.~~
 - ~~Security Gates and Emergency Accesses—The County Fire Marshal requires a separate permit for any security gate or emergency access restricting device/system.~~
 - ~~Access Approach Surfacing Requirements—All fire apparatus access approaches shall have an approved paved/hard surfaced apron unless otherwise directed pursuant to this section and Development Standards Section 508 Roadside Features. See Exhibit C, Driveway Section.~~
 - ~~Additional or Alternative measures—The County Fire Marshal may consider or require additional or alternative fire protection measures on a case by case basis.~~

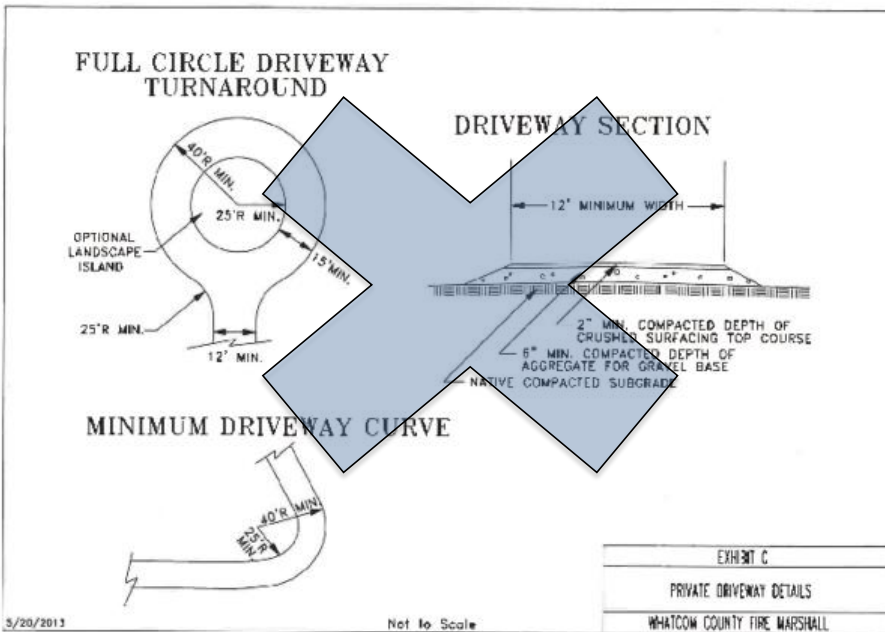
~~Criteria for Construction: Private roads/streets shall conform to the applicable sections of these Standards. Also see Development Standards Drawings 505.E-1 and 505.E-2.~~

Exhibit B



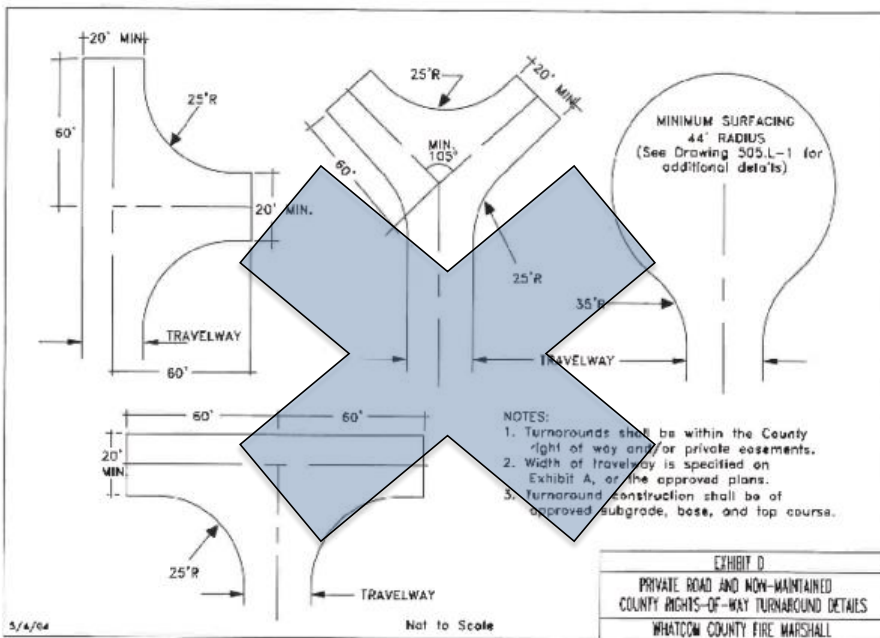
Comment [CES11]: To be deleted

Exhibit C



Comment [CES12]: To be deleted

Exhibit D



Comment [CES13]: To be deleted

15.04.050 Permit Expirations and Violations of the Above-Referenced Codes.**A. Expiration.**

1. IBC Sections §105.5 of the IBC, and IRC §R105.5 of the IRC, and 105.3.1 of the IFC are amended to read as follows:

Every permit issued under the provisions of this code, according to IBC ~~Section §105.5~~ and IRC ~~Section §R105.5~~, shall expire and become null and void, if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. The building official is authorized to grant, in writing, one or more extensions of time, for a period not more than 180 days each. The extension shall be requested in writing and justifiable causes demonstrated. In the event of permit expiration, before such work can recommence, a new permit shall be first obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such work, provided no changes have been made, or will be made in the original plans and specifications for such work; and provided, further, that such suspension or abandonment has not exceeded one year. These permits are only transferable with the prior approval of the Building Official and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

2. IFC §105.3.1 is amended to read as follows:

Every permit issued under the provisions of this code, according to IFC ~~Section 5105~~, shall expire and become null and void, if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. The fire code official (designated as the fire marshal) is authorized to grant, in writing, one or more extensions of time for a period not more than 180 days each, except that expiration and extension shall not apply to open burning permits. The extension shall be requested in writing and justifiable causes demonstrated. In the event of permit expiration, before such work can recommence, a new permit shall be first obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. An operational permit under the IFC shall remain in effect until reissued, renewed, or revoked or for such a period of time as specified in the permit. These permits are not transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

B. Construction without Permit.

1. The following paragraphs shall be added to IBC ~~Section 114.1~~, IRC ~~Section R113.1~~, and IFC ~~Section 1109.1~~:

When construction and/or development has occurred on a site without a valid permit as required by this chapter, any and all permits or approvals issued by the County may be denied for that site until the issue has been resolved. In addition, prompt restoration of the site to its original condition will be required. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use for which it authorizes is lawful. The issuance or granting of a permit or approval of plans shall not prevent the Director of Planning & Development Services, the Building Official, the Fire Code Official, or any administrator who has been granted authority by the Director from thereafter requiring the correction of errors in said plans and specifications or from preventing construction operations being carried on thereunder when in violation of this code or of any other ordinance or from revoking any certificate of approval when issued in error.

2. ~~The following paragraph shall be added to IBC Section 114.1, IRC Section R113.1, and IFC Section 109.1:~~

When construction, development, modification, or any changes to a structure have taken place without a valid permit as required by this chapter, the County may, at its discretion and as it deems necessary for compliance, require the structure to be restored to its original construction/condition. This may include, but is not limited to, complete or partial demolition of the structure or remodel; removal of framed walls or other structural components; electrical systems and/or components; cabinets, doors, countertops, fixtures,

drywall; plumbing and/or plumbing fixtures; applicable appliances. Time lines required to restore the structure to its original condition shall be at the discretion of the County.

C. Stop Work Orders.

1. ~~IBC Sections §115 of the IBC, IRC §R114 of the IRC, and IFC §1121 of the IFC~~ are amended to read as follows:

In the event any person, firm, partnership, corporation or other entity violates any provision of this ordinance or any code adopted by this ordinance, the County may issue a notice of violation, to be delivered to the owner, operator, or their agent, or to be conspicuously posted at the site. In a non-emergency situation, such notice may include notice of the intent to issue a stop work order no less than 10 calendar days following the receipt of the notice, and provide for an administrative pre-deprivation hearing within 10 calendar days of notice/order. In an emergency situation where there is a significant threat to public safety or the environment, the County may issue a stop work order. The stop work order shall include, in writing, the right to request an administrative post-deprivation hearing within 72 hours following receipt of the stop work order. Failure to comply with the stop work order shall be a gross misdemeanor punishable upon conviction by a minimum fine of \$500.00 up to a maximum fine of ~~\$1,000.00~~ or one year in jail, or both. Under no circumstance may the court defer or suspend any portion of the minimum ~~\$500.00~~ fine for any conviction under this section. Each day or part thereof of noncompliance with said order to stop work shall constitute a separate offense.

D. Violation Deemed Misdemeanor.

1. ~~IBC Sections §114 of the IBC, IRC §R113 of the IRC, and IFC §1109 of the IFC~~ are amended to read as follows:

Except as specified below, ~~a~~Any violation of the provisions of the International Building, Fire, Residential or other related codes as herein adopted is a misdemeanor. Any person, firm or corporation violating any of the provisions of this code or failing to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents, directives or conditions of the Building Official or the Fire Code Official or the Director of Planning and Development Services or of a permit or certification used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than ~~\$1,000.00~~ dollars or by imprisonment not exceeding 90 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

EXCEPTION: The Violations of International Fire Code IFC Section §307 (Open Burning and Recreational Fires) shall constitute Class 1 civil infractions pursuant to RCW 7.80.120. The maximum penalty and the default amount for such violations shall be consistent with Chapter 7.80 RCW. All violations shall be heard and determined in accordance with the system established in Chapter 7.80 RCW. After having been found to have committed two successive infractions for violations of the same provision of this title on the same property, any person, firm, or corporation who continues to violate this title in the same manner on the same property shall be guilty of a misdemeanor, punishable by a fine of not more than ~~\$1,000.00~~ or

by imprisonment not exceeding 90 days, or both such fines and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

E. Notice of Violations.

1. ~~IFC Section §1109.3~~ of the IFC is amended to read as follows:

When the Fire Code Official, referred to as the Fire Marshal, finds a building, premises, vehicle, storage facility or outdoor area that is in violation of this code, the fire code official is authorized to prepare a written notice of violation describing the conditions deemed unsafe. When immediate compliance is not possible, a time shall be specified for re-inspection. In special situations citations could be issued to individuals violating this code.

F. Civil Penalty.

1. Any person, firm, partnership, corporation or other entity violating any of the provisions of this chapter, or of the codes adopted by reference by this chapter, shall be deemed guilty of a civil offense and each day during which such violation is continued or committed shall constitute a separate offense, and shall be fined not more than \$1,000 for each offense. The penalty provided in this section shall be imposed by a notice in writing and delivered by personal service to the owner, the owner's agent, the operator and/or violator, and/or sent by certified mail, and/or be conspicuously posted at the site. The notice shall include the amount of the penalty imposed and shall describe the violation with reasonable particularity in ordering the act(s) constituting the violation(s) to cease and desist or, in appropriate cases, requiring necessary corrective action to be taken within a specific and reasonable time. The notice may simultaneously accompany a notice of penalty.
2. Within 30 days after the notice is received, the person incurring the penalty may apply in writing to the Building Official for remission or mitigation of such penalty. Upon receipt of the application, said department may remit or mitigate the penalty upon whatever terms the department in its discretion deems proper.
3. The final decision of the Building Official, ~~fire code official~~ Fire Marshal, or the Director of Planning and Development Services on mitigation or revision shall be reviewed by the County Council, if the person being penalized files a written appeal therewith of said decision, within 10 days of its issuance. The decision of the County Council regarding the penalty imposed shall be final.
- ~~2.4. A fee, as established in the Unified Fee Schedule, shall be paid to the County Council office upon filing of such an appeal. This fee shall not apply to appeals initiated by a County department. If an appellant prevails in an appeal of final decisions of the Building Official, Fire Code Official, or the Director of Planning and Development Services, on mitigation or revision of the penalty to the County Council, the appellant's appeal fees shall be refunded.~~
- ~~3.5.~~ In addition to the civil penalties described above, the Prosecuting Attorney may in his discretion bring such injunctive, declaratory, or other actions as deemed necessary to ensure that violations of this chapter are prevented or cease, and to otherwise enforce the provisions of this chapter.

~~G. 15.04.060 Fee.~~

~~A fee, as established in the Unified Fee Schedule, shall be paid to the County Council office upon filing of an appeal authorized by WCC 15.04.050(F)(2). This fee shall not apply to appeals initiated by a County department.~~

~~If an appellant prevails in an appeal of final decisions of the Building Official, Fire Code Official, or the Director of Planning and Development Services, on mitigation or revision of the penalty to the County Council, the appellant's appeal fees shall be refunded.~~