

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
MARCH 23, 2021**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

**9 A.M. – COMMITTEE OF THE WHOLE – EXECUTIVE SESSION
(ENDS NO LATER THAN 10 A.M.)**

**10:10 A.M. – NATURAL RESOURCES COMMITTEE
(MAY BEGIN EARLY; ENDS NO LATER THAN 11 A.M.)**

**11:10 A.M. – FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
(ENDS NO LATER THAN 12:45 P.M.)**

**1:30 P.M. – PUBLIC WORKS AND HEALTH COMMITTEE
(ENDS NO LATER THAN 2:10 P.M.)**

**2:20 P.M. – PLANNING AND DEVELOPMENT COMMITTEE
(ENDS NO LATER THAN 2:50 P.M.)**

**3 P.M. – COMMITTEE OF THE WHOLE
(MAY BEGIN EARLY; 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

9:00 A.M. TUESDAY, March 23, 2021 (ENDS NO LATER THAN 10:00 A.M.)

Virtual Meeting

Call To Order

Roll Call

Committee Discussion

1. AB2021-156 Discussion of pending litigation with Civil Deputy Prosecutor Chris Quinn: Ericksen v. Whatcom County Flood Control Zone District, Whatcom County Superior Court Cause No. 20-2-00650-37 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)] (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Page 1
2. AB2021-174 Discussion of pending litigation with Civil Deputy Prosecutor Brandon Waldron re: Tojek v. Whatcom County, et al.; Whatcom County Superior Court case no. 21-2-00117-37 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)]
Page 2

Items Added by Revision

Other Business

Adjournment

COUNCIL NATURAL RESOURCES COMMITTEE

10:10 A.M. TUESDAY, March 23, 2021 (MAY BEGIN EARLY; ENDS NO LATER THAN 11:00 A.M.)

Virtual Meeting

Call To Order

Roll Call

Special Presentation

1. AB2021-166 Presentation from Climate Impact Advisory Committee of Climate Vulnerability Factsheets
Pages 3 - 23

Items Added by Revision

Other Business

Adjournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
11:10 A.M. TUESDAY, March 23, 2021 (ENDS NO LATER THAN 12:45 P.M.)
Virtual Meeting

Call To Order

Roll Call

Committee Discussion and Recommendation to Council

1. AB2020-110 Request authorization for the County Executive to enter into a contract between Whatcom County and Freedom 2000, LLC dba Cando Recycling and Disposal to lease the Johnson Road Transfer Station Facility in Point Roberts, in the amount of \$750 per month
Pages 24 - 41
2. AB2021-145 Ordinance amending the project budget for Academy Road Stormwater Improvements Fund, request no. 2
Pages 42 - 49
3. AB2021-146 Ordinance amending the 2021 Whatcom County Budget, request no. 4, in the amount of \$3,397,903
Pages 50 - 83
4. AB2021-155 Request authorization for the County Executive to enter into a Lease Agreement between Whatcom County Flood Control Zone District and Brian Mellema for the annual amount of \$3,537.53 (Council Acting as the Flood Control Zone District Board of Supervisors)
Pages 84 - 100
5. AB2021-172 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Bellingham for coordinated administration of the GRACE Program, in the amount of \$280,000
Pages 101 - 112
6. AB2021-178 Resolution to seek funding for the Lummi Island Ferry Modernization and Preservation project, including the BUILD grant program
Pages 113 - 138

Council "Consent Agenda" Items

1. AB2021-127 Resolution to set hearing and notice of hearing on sale of county tax title property
Pages 139 - 142
2. AB2021-129 Resolution to set hearing and notice of hearing on sale of county tax title property
Pages 143 - 148
3. AB2021-157 Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and Fire Protection District #7 to extend the agreement through December 31, 2022 in the amount of \$296,995
Pages 149 - 153
5. AB2021-162 Request authorization for the County Executive to enter into a lease agreement between Whatcom County and Lookout Mountain Holdings to lease tower access at the Lookout Mountain North Tower Site for four years and seven months for a total amount of \$51,332.73
Pages 193 - 210

6. AB2021-170 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and SeaMar Community Health Centers to provide funding for an additional GRACE Program Case Manager in the amount of \$92,875 for a total amended contract amount of \$1,712,583
Pages 211 - 222
7. AB2021-183 Request authorization for the County Executive to enter into a lease agreement between Whatcom County and Mt Constitution Sites, Inc to lease tower access at the Mt Constitution site for the period of five years in the amount of \$111,000
Pages 223 - 242

Items Added by Revision

Other Business

Adjournment

COUNCIL PUBLIC WORKS AND HEALTH COMMITTEE
1:30 P.M. TUESDAY, March 23, 2021 (ENDS NO LATER THAN 2:10 P.M.)
Virtual Meeting

Call To Order

Roll Call

Special Presentation

1. AB2021-158 Report from Whatcom County Public Works Department
Page 243

Items Added by Revision

Other Business

Adjournment

COUNCIL PLANNING AND DEVELOPMENT COMMITTEE
2:20 P.M. TUESDAY, March 23, 2021 (ENDS NO LATER THAN 2:50 P.M.)
Virtual Meeting

Call To Order

Roll Call

Committee Discussion

1. AB2021-161 Discussion regarding request received from the Planning Commission for Council to establish a citizen advisory group to review local government public participation issues and recommend improvements
Pages 244 - 246

Items Added by Revision

Other Business

Adjournment

COUNCIL COMMITTEE OF THE WHOLE
3:00 P.M. TUESDAY, March 23, 2021 (MAY BEGIN EARLY; ENDS NO LATER THAN 5:00 P.M.)
Virtual Meeting

Call To Order

Roll Call

Committee Discussion

1. AB2020-219 Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)
Pages 247 - 248
2. AB2021-181 Discussion of letter from Incarceration Prevention and Reduction Task Force to State legislators on funding of Crisis Stabilization Center and establishing the Center as a State pilot program for diversion
Pages 249 - 251
3. AB2021-182 Discussion regarding impacts of the Blake decision
Page 252

Items Added by Revision

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING
6:00 P.M. TUESDAY, March 23, 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>MIN2021-023</u> | Committee of the Whole Executive Session for March 9, 2021 | <u>Pages 253 - 256</u> |
| 2. | <u>MIN2021-024</u> | Committee of the Whole for March 9, 2021 | <u>Pages 257 - 264</u> |
| 3. | <u>MIN2021-025</u> | Regular County Council for March 9, 2021 | <u>Pages 265 - 276</u> |
| 4. | <u>MIN2021-026</u> | Water Work Session for March 16, 2021 | <u>Pages 277 - 280</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>AB2021-134</u> | Ordinance amending Whatcom County Code Section 1.14, Electoral Precincts, for changes in certain voting precinct boundaries in Whatcom County
<u>Pages 281 - 304</u> |
| 2. | <u>AB2021-135</u> | Ordinance regarding temporary installation of stop signs on Noon Road at Ten Mile Road and East Hemmi Road at Noon Road
<u>Pages 305 - 308</u> |
| 3. | <u>AB2021-147</u> | Ordinance establishing a fare capital surcharge for the Lummi Island Ferry System
<u>Pages 309 - 317</u> |
| 4. | <u>AB2021-164</u> | Ordinance imposing an additional sales and use tax of one-tenth of one percent for housing and related services as authorized by RCW 82.14.530 adding a new chapter 3.47 to the Whatcom County Code
<u>Pages 318 - 322</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)

1. AB2021-127 Resolution to set hearing and notice of hearing on sale of county tax title property
Pages 139 - 142
2. AB2021-129 Resolution to set hearing and notice of hearing on sale of county tax title property
Pages 143 - 148
3. AB2021-157 Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and Fire Protection District #7 to extend the agreement through December 31, 2022 in the amount of \$296,995
Pages 149 - 153
4. AB2021-159 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Patrol to lease tower access at the WSP Sumas Mountain Communications Site for a period of 10 years in the amount of \$15,304.28
Pages 154 - 192
5. AB2021-162 Request authorization for the County Executive to enter into a lease agreement between Whatcom County and Lookout Mountain Holdings to lease tower access at the Lookout Mountain North Tower Site for four years and seven months for a total amount of \$51,332.73
Pages 193 - 210
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Pages 223 - 242

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2020-110 Request authorization for the County Executive to enter into a contract between Whatcom County and Freedom 2000, LLC dba Cando Recycling and Disposal to lease the Johnson Road Transfer Station Facility in Point Roberts, in the amount of \$750 per month
Pages 24 - 41

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Pages 101 - 112
6. AB2021-178 Resolution to seek funding for the Lummi Island Ferry Modernization and Preservation project, including the BUILD grant program
Pages 113 - 138

(No Committee Assignment)

7. AB2021-165 Request Council approval of the proposed charter for the SWISS (Snohomish, Whatcom, Island, Skagit, and San Juan Counties) group
Pages 323 - 325
8. AB2021-148 Ordinance amending Whatcom County Code 3.08 Purchasing System to include nondiscrimination by county contractors
Pages 326 - 341

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2021-167 Request confirmation of the County Executive's reappointment of Megen Porter and new appointment of Dana Weber to the Developmental Disabilities Advisory Board
Pages 342 - 352
2. AB2021-175 Request confirmation of the County Executive's appointment of Nadine Kaaland to the Public Defense Advisory Committee
Pages 353 - 355
3. AB2021-176 Request confirmation of the County Executive's appointment of Kathryn Ketteridge to the Marine Resources Committee
Pages 356 - 366
4. AB2021-177 Request confirmation of the County Executive's appointments of Nichole Oleson and Austin Hengy to the Food System Committee
Pages 367 - 372

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. AB2021-173 Ordinance amending the 2021 Whatcom County Budget, request no. 5, in the amount of \$1,192,365
 Pages 373 - 381
2. AB2021-171 Ordinance granting Trans Mountain Pipeline (Puget Sound) LLC, a non-exclusive franchise for pipeline facilities
 Pages 382 - 421
3. AB2021-184 Ordinance amending Whatcom County Code 9.08.020 Unlawful Exposure to include an exception for breastfeeding
 Pages 422 - 425
4. AB2021-128 Resolution to sell county tax title property by public auction
 Pages 426 - 429
5. AB2021-130 Resolution to sell county tax title property by public auction
 Pages 430 - 435
6. AB2021-168 Resolution declaring the Whatcom County Flood Control Zone District intention to lease property on Emmerson Road (Council Acting as the Flood Control Zone District Board of Supervisors)
 Pages 436 - 443
7. AB2021-169 Resolution declaring the Whatcom County Flood Control Zone District intention to lease property on Dahlberg Road (Council Acting as the Flood Control Zone District Board of Supervisors)
 Pages 444 - 451

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: AB2021-156

File ID:	AB2021-156	Version:	1	Status:	Agenda Ready
File Created:	03/04/2021	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:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with Civil Deputy Prosecutor Chris Quinn: Ericksen v. Whatcom County Flood Control Zone District, Whatcom County Superior Court Cause No. 20-2-00650-37 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)] (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of pending litigation with Civil Deputy Prosecutor Chris Quinn: Ericksen v. Whatcom County Flood Control Zone District, Whatcom County Superior Court Cause No. 20-2-00650-37 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)] (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

HISTORY OF LEGISLATIVE FILE

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-174

File ID:	AB2021-174	Version:	1	Status:	Agenda Ready
File Created:	03/11/2021	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:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with Civil Deputy Prosecutor Brandon Waldron re: Tojek v. Whatcom County, et al.; Whatcom County Superior Court case no. 21-2-00117-37 [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 Brandon Waldron re: Tojek v. Whatcom County, et al.; Whatcom County Superior Court case no. 21-2-00117-37 [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:
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Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-166

File ID:	AB2021-166	Version:	1	Status:	Agenda Ready
File Created:	03/10/2021	Entered by:	AKell@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Presentation		
Assigned to:	Council Natural Resources Committee	Final Action:			
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Presentation from Climate Impact Advisory Committee of Climate Vulnerability Factsheets

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County staff and members of the Climate Impact Advisory Committee will present (4) four vulnerability factsheets (Land Use/Agriculture, Ecosystems, Freshwater, Transportation) to Council. Information in these vulnerability factsheets provide a high level assessment of vulnerability to climate change of several priority areas in Whatcom County, and will inform an update to the climate action plan and other climate resilience planning efforts in Whatcom County

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Climate Science Summary

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

JON HUTCHINGS
Director



NATURAL RESOURCES

322 N. Commercial Street, Suite 110

Bellingham, WA 98225

Telephone: (360) 778-6230

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www.whatcomcounty.us

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director
Gary S. Stoyka, Natural Resources Manager *GSS*

FROM: Chris Elder, Senior Watershed Management Planner *CE*

RE: Climate Vulnerability Factsheets

DATE: March 9, 2021

Requested Action

Public Works respectfully requests that the Whatcom County Council and County Executive receive and review the attached Climate Vulnerability Factsheets for Land Use and Agriculture, Transportation, Ecosystems, and Freshwater, as prepared by the consultant, Cascadia Consulting Group, in coordination with the Whatcom County Climate Impact Advisory Committee.

Background and Purpose

The Climate Impact Advisory Committee was created by Ordinance 2017-080 with the purpose of providing review and recommendations to the Whatcom County Council and Executive on issues related to the preparation and adaptation for, and the prevention and mitigation of, impacts of climate change. One of the key functions of the committee is to support update of the County's Climate Action Plan.

Council authorized \$50,000 in funds to support climate action planning efforts in 2019/2020 and the County contracted with Cascadia Consulting Group to support an update to the Climate Action Plan. Therefore, in preparation for an update to the Climate Action Plan and in support of other identified committee functions, the Climate Impact Advisory Committee is pleased to present the Vulnerability Factsheets to support an improved understanding of how projected climate impacts create vulnerabilities within Whatcom County. It is the hope that by better understanding which areas, sectors, or assets are most vulnerable to climate impacts, the County can more effectively respond to and prepare for the impacts of climate change.

The (4) Vulnerability Factsheets were developed by the committee based on international, national, regional, and local scientific data sources (as compiled in the previously shared 2020 Climate Science Summary) and by evaluating the (4) four focus areas their exposure and sensitivity to determine overall vulnerability. Additional vulnerability assessments will be required for other focus areas and at different degrees of resolution. The Climate Impact Advisory committee and staff look forward to discussing this work product with you and continuing to engage Council on climate action planning efforts in Whatcom County.

Please contact Chris Elder at extension 6225, if you have any questions.



TRANSPORTATION

Vulnerability to Climate Change

Increasing air temperatures, sea level rise, intense heavy rain events, summertime drought, and wildfires are expected to disrupt transportation infrastructure and transit service in Whatcom County. Future climate conditions are likely to increase sea level rise, flooding, storm surge, and precipitation, potentially leading to more expensive operating and maintenance costs for transportation and transit services [1]. In order to adapt to a changing climate, Whatcom County decision-makers will need to make modifications to both policy and infrastructure aimed at creating a more resilient transportation system.



Roads and Bridges
High Vulnerability



Public Transit
Medium Vulnerability

PUBLIC HEALTH SPOTLIGHT

Poor Air Quality

37% of Whatcom County's community-wide greenhouse gas emissions for 2007 were attributed to motor vehicles [2]. Vehicle emissions also contribute to smog, particulates, and other air pollution—which increases risk of cardiovascular and respiratory diseases [3]. Creating more efficient transportation systems that use cleaner energy sources can reduce these impacts, particularly in densely populated areas of the county. Several Whatcom County departments are beginning to convert their fleets to electric and/or hybrid vehicles [4]. Additionally, the County has created a Pedestrian and Bicycle Plan to facilitate implementation of projects that improve or create transportation networks for people walking, biking, and using other non-motorized transportation. Implementation of this plan would improve transportation access and can lead to more active lifestyles [4].





Roads and Bridges

High Vulnerability

Exposure	High	Whatcom County's public roads and bridges are likely to be affected by extreme heat, heavy rain, flood water, and sea level rise—especially in low-lying areas such as along Puget Sound and in the Nooksack River floodplain. Damages and failures put assets (e.g., buildings, homes) and human safety at risk.
Sensitivity	High	Current infrastructure is often affected by flooding. Sea level rise, extreme rainstorms, and extreme heat are likely to interrupt the transportation system more frequently and severely in the future without action.
Adaptive Capacity	Medium	Whatcom County, Whatcom Council of Governments, and the Lummi Nation have developed plans and strategies that lead toward improving road and bridge resiliency, but improvements may occur at a slower pace than impacts.

Three-quarters of Whatcom County residents drive alone to work along approximately 960 miles of public roads and across 162 bridges [5] [6]. These roads and bridges are vulnerable to damage resulting from climate change impacts, including those listed below:

- **Extreme heat** can cause buckling of asphalt and pavement and may lead to loss of roadside vegetation, increasing the likelihood of erosion and landslides.
- **Heavy rains** can lead to more rock fall, mudslides, and sinkholes, as well as localized flooding, damaged vegetation, and road erosion.
- **Fast-moving flood water** can scour and erode the soil surrounding bridge foundations, leaving behind “scour holes” that can compromise the bridge’s integrity and cause failures.
- **Sea level rise** can cause coastal erosion and landslides, flood coastal roads and railways, and corrode infrastructure. Sea level rise may also weaken natural and human-made drainage and tide control systems, further increasing the likelihood of flooding [1].

These impacts could disrupt Whatcom County’s transportation network, making infrastructure and roads in proximity to affected areas, like Birch Bay Drive, inaccessible in the short term and require costly reconstruction projects to restore access over the longer term [7]. Infrastructure like the Roeder Avenue Bridge, I-5 bridge over Whatcom Creek, Mount Baker Highway at Nugent’s Corner, Highway 9, and Guide Meridian and Hannegan bridges over the Nooksack River are likely to experience severe flooding impacts [8].

Whatcom County’s 2016 Comprehensive Plan requires identification of a regional system that can remain functional during adverse weather conditions [9]. The County has plans to invest \$194 million in road and bridge infrastructure maintenance, which will help build resilience to future climate impacts. The County has secured \$130 million in funding for 2020-2025 [10]. The Public Works Department manages the Whatcom County Bridge Program, which establishes height standards for bridges in consideration of rising waters and extreme weather events and maintains seawalls [2]. According to the 2018 Annual Bridge Report, 11 bridges were deemed structurally deficient and only three of those were scheduled for construction improvements in 2019, which suggests that these bridges could be at greater risk of failure during extreme weather if they are not repaired [6].

Federal transportation program funds utilized in the region are tracked through the Whatcom Council of Government’s (WCOG) Transportation Improvement Program. WCOG oversees two federal programs that annually allocate funds to the region:

- The **Surface Transportation Block Grant** program funds a range of capital improvements to preserve and improve multimodal transportation infrastructure.
- The **Transportation Alternatives** program focuses funding on non-automotive users and facilities (e.g. bicycle and pedestrian) and environmental mitigation.

The Lummi Nation collaborates on state and county projects and has made transportation infrastructure improvements, such as elevating a flood-prone area of Marine Drive [11].



Public Transit

Medium Vulnerability

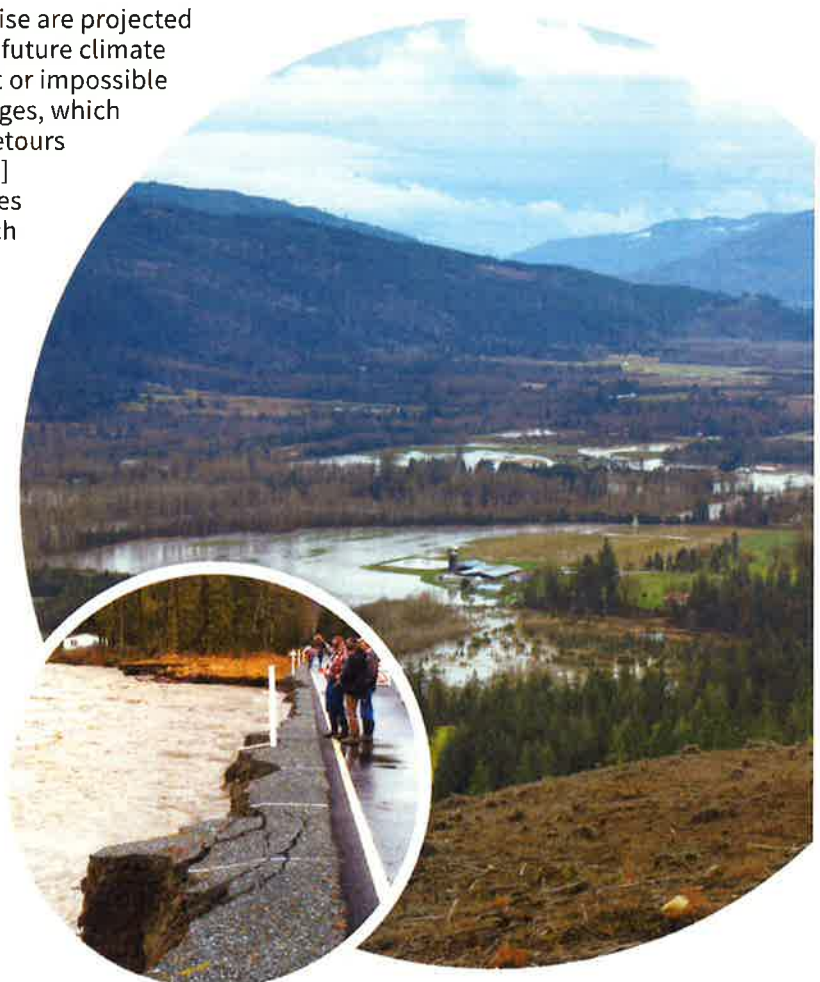
Exposure	Low	Impacts to Whatcom County's roads and bridges may make it difficult for public transit operators to reach some areas, though not all routes will be affected equally.
Sensitivity	Medium	Climate impacts may disrupt some transit routes that have high ridership levels, such as the WTA route between Bellingham and the Lummi Nation and Lummi Island. Given that transit service is already limited (especially in rural areas), any disruption is likely to present challenges for transit users.
Adaptive Capacity	Medium	Over 97% of Whatcom County households own one or more personal vehicles, indicating that most residents will have more than one option in the event of public transit disruptions [12]. Bicycling may also be a reliable option for some residents, especially in urban and suburban areas.

Whatcom Transportation Authority (WTA) is the County's primary transit provider, offering 28 fixed routes serving approximately 2.8% of Whatcom County residents who commute via public transit [13]. WTA supplements fixed route service with approximately 660 paratransit trips (individualized rides without fixed routes/timetables) per weekday, providing specialized transportation for seniors and people with disabilities, connections for those in remote areas of the county, and vanpool services [14]. Boardings for all of WTA's services decreased between 2008 and 2018, except for paratransit, which increased by 17% during that period [15]. In addition to WTA, Lummi Nation Transit operates two fare-free routes on the reservation during designated hours and the Northwest Regional Council provides Medicaid-related transportation for clients [16].

Extreme heat, heavy rains, flood water, and sea level rise are projected to impair Whatcom County's roads and bridges under future climate change scenarios. These impacts may make it difficult or impossible for WTA's operators to navigate certain roads and bridges, which could lead to canceled routes in the short term and detours or ongoing service disruptions over the longer term [7]. Particularly vulnerable WTA routes are located in places that are more exposed to climate change impacts, such as routes along the Salish Sea and near the Nooksack River. These routes include:

- **Route 72X**, which connects Bellingham to rural Kendall, a route that may experience restrictions due to heavy snowfall or landslides.
- **Route 71X**, which crosses the Nooksack River, a waterway that is likely to experience flooding.
- **Route 50**, which shuttles riders along Haxton Way, a coastal roadway that also crosses the Nooksack River and may experience coastal erosion, sea level rise, and/or flooding.

WTA's service area contains a relatively low number of zero-vehicle households, indicating that most residents have more than one option in the event of transit service disruptions [14]. However, additional adaptation planning would ensure that all residents—especially those who do not have alternative transportation options or have special mobility needs—are able to make medical-related and other necessary trips during times of transit service disruptions.





EQUITY SPOTLIGHT

Public Transit Riders in Whatcom County

While over 97% of Whatcom County households own personal vehicles, approximately 2,800 households do not, indicating that public transit may be one of their primary modes of transportation for daily activities like commuting to work or school [12]. People more likely to rely on public transit options in Whatcom County include:

- Residents of Bellingham's York, Sehome, Happy Valley, Roosevelt, and Birchwood neighborhoods, which have higher numbers of **zero-vehicle and lower-income households** [14].
- **People with disabilities and seniors.** In accordance with the Americans with Disabilities Act, WTA provides curb-to-curb transportation (paratransit service) to riders whose disability prevents them from using fixed-route bus service [14].
- **Students.** Over 40% of WTA's weekday trips are school-related [14].

Whatcom Council of Governments' 2018 Human Services Transportation Plan identifies mobility gaps and address transit service needs in the region [16]. Three projects identified in this plan were selected for state funding to specifically meet needs of users who rely on transit: 1) support for Lummi Nation Transit operations, 2) travel training, bus pass distribution, and educational activities for seniors and youth through WTA, and 3) mobility training for WTA.

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ECOSYSTEMS & SPECIES

Vulnerability to Climate Change

Higher air and water temperatures, drier summers, increasing wildfires, and ocean acidification are already impacting the health and functioning of Whatcom County's sensitive ecosystems and natural resources, and are likely to continue in the future. While some species may be more resilient to changes, policies and programs at the federal, state, and local levels will be important for the preservation and protection of ecological functions, public health and safety, and overall Whatcom County community welfare [1].



Forest & Woodland
High Vulnerability



Marine & Coastal
High Vulnerability



Aquatic & Riparian
Medium Vulnerability

EQUITY SPOTLIGHT

Tribal Resources

The Lummi Nation and the Nooksack Indian Tribe are federally recognized Tribes in Whatcom County. From time immemorial, they have relied on salmon fishing and shellfish harvesting for their livelihoods, subsistence, and ceremonial practices; these practices are critical to their identities and cultures [2]. Sea level rise, ocean acidification, storm surges, and other projected impacts of climate change threaten Indigenous people's protected rights and natural resources. Furthermore, when ecosystems services and habitats are impacted from changes in climate, Tribes' reserved rights to gather, fish, and hunt within recognized areas are inhibited by reservation borders or other federal constraints.

These barriers make adapting to climate change significantly more challenging, especially when federal and state policies fail to offer support or allow for tribal autonomy when making decisions. Climate change impacts to marine and freshwater ecosystems will have wide-spread physical and mental health impacts for tribes and Indigenous peoples. By developing strategies to adapt to climate change in collaboration with Tribes and Indigenous peoples, the County could both enhance the adaptive capacity of disproportionately impacted communities by providing needed support and ensure Tribes' sovereignty is respected.





Forest & Woodland Ecosystems

High Vulnerability

Exposure	High	Forest and woodland ecosystems encompass nearly 60 percent of Whatcom County. Over 70 percent of the county's forested area is managed federally (e.g., national parks, forests, and recreational areas) [1].
Sensitivity	High	Significant risk of wildfire and pest damage that would harm the forest ecosystem and negatively affect timber and recreation industries. Many species cannot tolerate rapid change.
Adaptive Capacity	Medium	Given that the U.S. Forest Service has conducted a comprehensive vulnerability assessment for national forests in the Pacific Northwest and developed management actions in response, adaptive capacity is high, helping offset vulnerability due to exposure and sensitivity to changes in climate.

Warming temperatures, decreases in summer precipitation, and snowmelt occurring earlier in the year contribute to a longer fire season and drier fuels in the summer that can increase the severity and duration of wildfires. These climate-related stressors could further increase forest vulnerability to wildfire and damage from insects (such as the mountain pine beetle) and diseases [3].

Forests within Whatcom County consist primarily of coniferous trees, including Western hemlock, Douglas-fir, Western red cedar, Sitka spruce, Ponderosa pine, and Pacific yew [4]. While these trees can tolerate moderate changes in climate, they may be unable to adapt to large and rapid changes [5]. Some tree species like the Douglas-fir are projected to experience a shift in their geographic range to higher elevations to adapt to increasing temperatures, while other species that cannot adapt will likely decline. Species from other regions that are better suited for higher temperatures may become more prevalent in Whatcom County as the climate warms.

Climate change is contributing to increased risk and intensity of wildfires, causing adverse impacts. For example, vegetation loss due to wildfire can temporarily reduce the soil's ability to absorb moisture, increasing erosion of surface soil and transporting sediment into streams [6]. Wildfire can also cause root decay and weaken slopes [6]. Wildfire pollutants like ozone and aerosols have been found to reduce plant productivity downwind—potentially impacting crop production [7].

These projected changes could pose economic challenges for Whatcom County's forest industry and limit the forests' capacity for carbon sequestration. Further, the projected increases in wildfire smoke is expected to hinder outdoor recreational opportunities as people are likely to avoid exposure for health reasons. Similarly, wildfire damage to forests may reduce interest in recreation due to aesthetic changes in the landscape and quality of outdoor experiences. These factors are likely to negatively impact the county's recreation industry in both the short- and long-term.





PUBLIC HEALTH SPOTLIGHT

Wildfire Smoke

Air pollution and ash from wildfire smoke has been found to cause respiratory illnesses such as asthma, bronchitis, and lung cancer [8]. The particulate levels from climate change-induced wildfire smoke are projected to increase 160% by mid-century [9]. Counties in northwestern Washington are anticipated to be some of the worst hit in the Western U.S. in terms of increased respiratory hospital admissions due to high particulate levels [10]. These impacts will especially affect vulnerable populations in Whatcom County, including:

- People who are more **sensitive** to health impacts from wildfire, including children, older adults, people with pre-existing respiratory conditions, and pregnant women, as well as those more sensitive to economic impacts, like lower-income households.
- People who are more **exposed** to wildfire smoke, such as outdoor workers (e.g. construction crews, agriculture workers, and parks and recreation crews), individuals experiencing homelessness, wildfire clean-up crews, and those who rely on active and/or public transportation.
- People who are **less able to adapt** to wildfire impacts due to limited access to information, financial, and support resources, like Limited English Proficiency (LEP) households, low-income households, and those without health insurance [11].

Strategies to adapt and be more resilient to projected changes in climate are best developed in partnership with historically marginalized communities to ensure adaptation planning serves those who are most vulnerable to impacts (like the groups noted above) and do not further harm these groups based on factors like race, ethnicity, gender, and income [12].



Marine & Coastal Ecosystems
High Vulnerability

Exposure	High	Marine and coastal ecosystems make up approximately 14 percent of Whatcom County’s total acreage [1].
Sensitivity	High	Significant risk of loss of species that are very important to the region’s culture and economy. Ecosystems and species are already affected by toxics, pollutants, development, and other pressures.
Adaptive Capacity	Low	The interconnected nature of the marine environment and overlapping political jurisdictions and accountability complicate climate resiliency and adaptation efforts.

As carbon dioxide (CO2) emissions continue to accumulate in the atmosphere, about 25% are being absorbed by the ocean. When CO2 reacts with marine waters, it lowers oceanic pH, increasing acidity. The current rate of acidification is nearly ten times faster than any time in the past 50 million years, which gives marine ecosystems less time to adapt and adjust to the changing conditions [13].

Within Whatcom County’s marine ecosystem, ocean acidification and warming ocean temperatures can decrease growth and caloric composition of plankton species, which form the base of the highly interconnected marine food web that supports species valued in Whatcom County like anadromous salmon and Southern Resident Orcas [14]. Shellfish are also particularly vulnerable to ocean acidification, as it corrodes their shells and can slow growth rates [13]. The county is home to six designated shellfish-growing areas, which support commercial, recreational, and tribal shellfish harvesting [15].

Sea level rise caused by climate change will permanently inundate and destroy coastal habitat, which is important for juvenile salmon and their prey. It will also reduce habitat and spawning grounds available to the forage fish—the prey that salmon depend upon, which spawn in the intertidal and shallow subtidal zones. As sea levels rise, beaches will naturally tend to migrate inland. Human-made structures and development may impede this movement and complicate both natural and human efforts at resiliency and adaptation [14].



Aquatic & Riparian Ecosystems

Medium Vulnerability



Exposure	Medium	Warmer water and declining summer streamflows related to climate change are projected to worsen water quality, increase growth of harmful invasive species, and decrease availability of suitable habitat for salmon and other species. Impacts are expected to be most significant for rain-and-snow basins.
Sensitivity	High	Ecosystems and habitats that are already degraded are expected to be further impacted by climate impacts, and additional pressure will be placed on species that are already at risk, threatening the economic and cultural landscape of Whatcom County.
Adaptive Capacity	Medium	Despite local and statewide efforts to protect and restore salmon populations, more resources are needed and actions will have occur at an accelerated pace to be effective.

Declining streamflow and increasing water temperatures related to climate change are projected to worsen water quality, ecosystem composition, and aquatic species within Puget Sound [6]. Further, warmer water carries less oxygen than cold water, which negatively impacts cold-water fish, shellfish, and can increase the likelihood of toxic and invasive species, including harmful algal blooms (HABs) [6]. Increased growth of HABs can cover the surface layer of freshwater lakes, such as Lake Whatcom, and block out necessary sunlight for other plants and aquatic species, which may kill them or hinder their growth [17]. Impacts are expected to be most significant in mixed-rain-and-snow basins, such as the Nooksack River Basin [6].

Drought conditions and declining streamflows pose a threat to important salmonid species. As noted in Whatcom County's 2019 Drought Contingency Plan, "droughts have the potential to profoundly impact Nooksack salmon by impeding the recovery of imperiled species and reducing harvestable surplus of more abundant species" [16]. The Nooksack River watershed contains seven species of anadromous salmonids (Chinook salmon, Coho salmon, Pink salmon, Sockeye salmon, Chum salmon, Steelhead, Bull trout) [16]. Three species are listed under the Federal Endangered Species Act: Puget Sound Chinook (including Nooksack-specific populations that are considered essential for recovery), Puget Sound Steelhead (with three distinct populations in the basin and a fourth that extends into the Samish system), and Bull trout (including 10 local populations in the Nooksack watershed). Minimum instream flows per Washington State regulation, which were established largely to protect salmon, are frequently not met in the Nooksack watershed. All of these species are vulnerable to projected changes in climate in several ways:

- Heavier winter rainstorms caused by a warming climate lead to **flooding** and can scour riverbeds, destroying salmon redds (nests). Flooding can also increase sediment entering streams and bury spawning gravels, leading to higher mortality of eggs and juvenile salmon [14].
- Less snowpack and drier summers will **lower streamflows**, decreasing suitable salmon habitat [14]. By the 2080s, peak spring runoff streamflow in the Nooksack River is projected to shift approximately 27 days earlier in the year, contributing to warmer water temperatures and lower water quality during critical spring and late summer and fall salmonid spawning periods, as well as altering seasonal migration patterns of salmonids [6].
- **Increased water temperatures** can deplete salmon energy reserves, reduce growth, impede migration, and increase vulnerability to predators [14]. Approximately 40 miles of the Nooksack River are projected to have average August temperatures above 64°F (exceeding salmon thermal tolerances) by the 2040s, compared to zero miles currently [17].



State and local jurisdictions and NGOs are actively working to restore water quality, streamflows, and salmon habitat throughout the state. Nevertheless, various species continue to decline in numbers and overall condition due to climate change impacts and development patterns that continue to adversely impact ecosystem health.



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FRESHWATER

Vulnerability to Climate Change

Increasing air temperatures, sea level rise, declines in snowpack and area of snow zone, retreat of snow line to higher elevations, shrinking glaciers, and decreasing summer precipitation are expected to continue to disrupt freshwater systems, habitats, and resources in Whatcom County. Future climate conditions are likely to increase fall and early winter flooding and water quality degradation, potentially creating additional health risks for Whatcom County residents and increasing water infrastructure maintenance costs [1]. It will be important for communities and natural resources and water system managers to monitor, maintain, and adapt water policy and infrastructure to prepare for water-related risks associated with climate change.



Adequate Water Supply
High Vulnerability



Stormwater System
Medium Vulnerability



Surface Water Quality
High Vulnerability

EQUITY SPOTLIGHT

Groundwater Systems & Vulnerability to Drought

Surface water bodies like Lake Whatcom and the Nooksack River provide water to most Whatcom County residents, but individual wells and some public water systems rely upon groundwater, especially in rural communities [2]. Additionally, Whatcom County's 2019 Drought Contingency Plan notes **"the entire population on the Lummi Nation Reservation is directly or indirectly vulnerable to drought events,"** as groundwater wells pump over 95% of the reservation's residential water supply [3].

While groundwater systems are generally less susceptible to short-term drought impacts, prolonged (multi-year) droughts threaten the groundwater supply. With few or no alternative sources, these communities are more sensitive to declining groundwater resources as well as more exposed to contamination and saltwater intrusion of groundwater [4]. Groundwater wells can be difficult to replace, and contamination is very costly to fix [4]. Furthermore, people in rural Whatcom County are already experiencing water shortages, with some residents reporting their wells running dry in the late summer 2018 [5].





Adequate Water Supply

High Vulnerability

Exposure	High	Warmer temperatures, less snowpack, loss of glacier mass, and changes to seasonal precipitation patterns will likely exacerbate water supply challenges in the future, especially in summer.
Sensitivity	High	Communities and residents reliant on small groundwater systems will be more vulnerable to future water shortages or water quality degradation—especially in summer when demand is high, and supply is low.
Adaptive Capacity	Medium	The region's Watershed Management Plan supports water supply management with County, Tribal, and State support. The County's 2019 Drought Contingency Plan specifically assesses vulnerability to drought and identifies mitigation and response actions.

Whatcom County is home to the Nooksack River basin, which is fed by three major headwater forks, lowland tributaries to the mainstem Nooksack, independent coastal streams, tributaries to the Samish River, 16 freshwater lakes, over 3,000 miles of rivers and streams, and approximately 37,000 acres of wetlands [6]. Agricultural irrigation accounts for nearly 44% of the annual water use in the county, followed by industrial (24%) and residential (20%) with other uses (livestock, mining, aquaculture, and commercial) using about 12% of the total [2]. Over 80% of county residents obtain their drinking water from public water systems, with private water systems providing the remaining 20%. The Lummi Nation and the Nooksack Indian Tribe have treaty-reserved water rights for use on their reservations, which is in addition to water rights that ensure sufficient instream water for salmon. In the Nooksack watershed, many sub-basins are overappropriated, meaning that there are more water rights granted than the supply can fulfill, causing challenges for meeting all water needs—including human and ecosystems—in the region.

Additional information about the impacts of low streamflow and water supply on aquatic ecosystem and species, including salmon, can be found in the Ecosystems & Species factsheet.

Because spring runoff in the Nooksack River basin is snow-dominant, it is sensitive to “snowpack drought” [3]. For example, Washington State experienced record low snowpack in 2015, even though Washington had near-normal precipitation. This was driven by temperatures from October 2014 through March 2015 that were the warmest on record, which caused precipitation that normally fell as snow in the winter to fall as rain—leading to the “snowpack drought.” Precipitation lagged in spring and early summer 2015, compounding the “snowpack drought” and becoming a traditional precipitation drought [2]. The Nooksack River basin is projected to shift to a rain-dominant basin by the 2040s, which means more precipitation will fall as rain instead of snow, leading to less snowpack and water storage and an earlier spring runoff peak streamflow [1].

There is little storage capacity (e.g., reservoirs) in municipal drinking water systems, other than Lake Whatcom, indicating low drought-resilience in the current system. For example, Lake Samish supplies water for nearly 300 homes and faces challenges in balancing streamflow in tributaries like Friday Creek, Samish hatchery production, and residential water supply. The City of Bellingham maintains a diversion structure on the Middle Fork of the Nooksack River, which historically has supplemented water into Lake Whatcom. It is important for this diversion to be factored into future water supply considerations from Lake Whatcom.

Smaller water systems (e.g., private residential systems in rural areas) are vulnerable because they often depend on single sources of water or shallow wells. Since individual wells are often dispersed throughout rural areas with few connections to other water systems, they may need to rely on trucked water during severe droughts [3].

Groundwater and surface water models for the Nooksack basin will need to be refined to take into account climate change impacts [7]. These refined models can then be used to inform development of mitigation and adaptation strategies to ensure an adequate supply of water for the region. The 2005 Water Resource Inventory Area 1 (WRIA 1) Watershed Management Plan, in addition to the County's 2019 Drought Contingency Plan, includes mitigation measures and response actions related to agriculture, fish and wildlife, recreation, forestry, public water systems, and Treaty-reserved Tribal water rights [8].



PUBLIC HEALTH SPOTLIGHT

LAKE WHATCOM

Projected warmer temperatures and increases in extreme precipitation events will likely increase fertilizer runoff into Lake Whatcom and the frequency and toxicity of harmful algal blooms (HABs) [1]. Although Lake Whatcom has not experienced high levels of HABs to date, it has experienced declining dissolved oxygen levels [13]. Excess nutrients can increase algae growth, which impairs water quality and freshwater habitats and lowers dissolved oxygen levels, reducing the oxygen that fish and other aquatic life require to live [13, 1]. When oxygen levels are low, phosphorus is released from lake sediment and re-enters the water, continuing this harmful cycle [13].

If an algae bloom occurs, the Washington State Department of Health instructs individuals to not drink the water and avoid all contact until laboratory testing shows the water is safe [14]. With approximately 96,000 residents in the Bellingham area relying on Lake Whatcom for their drinking water [13], the County is investing \$100 million over the next 50 years to implement programs, policies, and monitoring to (1) reduce excess phosphorus runoff, (2) reduce the potential for HABs, and (3) maintain healthy dissolved oxygen levels for freshwater ecosystems [7]. Whatcom County also manages the Lake Whatcom Tributary Monitoring Project, to analyze water quality and quantity, measuring flow rates, illicit dumping, and nutrient and bacteria concentrations.



Stormwater System

Medium Vulnerability

Exposure	Medium	As average global temperatures continue to rise, winter precipitation in Whatcom County is expected to fall increasingly as rain with greater storm intensity rather than snow. Heavy rainfall during the winter is expected to bring more sediment into stormwater infrastructure, including storm drains, sewer systems, and drainage ditches, leading to more blockages and potentially exceeding the system's capacity.
Sensitivity	Medium	Whatcom County's stormwater infrastructure may not be able to handle the increased runoff expected in the future, especially in rural communities and neighborhoods with aging infrastructure.
Adaptive Capacity	High	The County has invested in projects that manage and treat stormwater and improve water quality. Through 2024, the County has budgeted approximately \$124 million for capital projects that help meet stormwater management requirements.



By 2040, 84% of Whatcom County's growth is expected to occur in Urban Growth Areas (UGAs) associated with Bellingham, Ferndale, Lynden, and Blaine [6, 9]. Growth from urbanization promotes land use changes that replace natural drainage systems (e.g., soils, streams, vegetation) with hard, impervious surfaces like roads, roofs, and paved parking lots and sidewalks. Heavy winter rainfall landing on impervious surfaces quickly becomes runoff that can overwhelm stormwater infrastructure such as storm drains, sewer systems, and drainage ditches. Heavy rain can lead to local flooding, erosion, and debris accumulation—especially in coastal or low-lying areas, like the Lummi Nation, Lynden, and Everson [4].

As average global temperatures continue to rise, winter precipitation in Whatcom County is expected to increasingly fall as rain with greater storm intensity instead of snow. Rainwater picks up what it touches—like fertilizers, uncovered top soil, livestock and pet waste, trash, and other pollutants—and then runs off into creeks and lakes. Whatcom County's Public Works department manages several stormwater programs that help protect water resources and improve water quality in unincorporated areas of the county [10, 6]. The department uses grant funding to design and construct stormwater projects that improve water quality, including a six-year, \$10.5 million-dollar project that includes constructing treatment systems

and stabilizing streambanks. The County also has budgeted approximately \$124 million through 2024 to implement capital improvement projects to address state and federal stormwater management requirements [6].



Surface Water Quality

High Vulnerability

Exposure	High	Whatcom County has high exposure due to its reliance on surface water systems, such as Lake Whatcom and the Nooksack River.
Sensitivity	High	Surface water quality in Whatcom County is already highly sensitive to climate impacts, such as warming water, declining snowpack, and increases in extreme rainfall events.
Adaptive Capacity	Medium	Whatcom County Public Works uses water quality monitoring data to identify priority areas for improvement programs and collaborates with County departments and other agencies to address excessive bacteria pollution. The County also works with landowners to identify and address sources of bacteria pollution. However, currently climate change is not wholly considered in water quality programs.

Projected increases in storm intensity and frequency may lead to more runoff and flooding, which has the potential to increase surface water contamination in Whatcom County [11]. The county is most at risk of bacteria-contaminated surface water due to stormwater runoff in October through April, however toxic contaminants associated with stormwater from developed areas is also a significant concern.

The County's Public Works department routinely monitors approximately 90 watershed sites, collaborating with other county and state agencies to provide interactive water quality maps. These maps help commercial and recreational shellfish users identify sites that have elevated bacteria levels. As climate impacts become more frequent and intense, water quality will likely be exposed to more pollutants and nutrients which could increase the costs of surface water monitoring and maintenance [12].

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LAND USE & AGRICULTURE

Vulnerability to Climate Change

Whatcom County's land use and development policies will play an important role in building resilience to projected climate impacts like warming temperatures, shifting precipitation patterns, wildfires, floods, and droughts. The County's Comprehensive Plan highlights risks and considerations for addressing population growth, economic development, and environmental health over the next 20 years. Ensuring the health of forest and riparian ecosystems, watersheds and floodplains, as well as utilizing natural or green infrastructure (e.g., rain gardens and urban trees) is important to build resilience to climate change impacts as the county develops.



**Commercial
& Residential
Development**
High Vulnerability



Agriculture
Medium Vulnerability



**Wildland-Urban
Interface**
Medium Vulnerability



Industry
Medium Vulnerability

PUBLIC HEALTH SPOTLIGHT

Wildfire Smoke

Wildfire smoke can exacerbate current health conditions and is linked to long-term health issues like asthma and respiratory disease [1]. Vulnerable populations include people with respiratory and cardiovascular diseases, middle-aged and older adults, children, and those who are pregnant [2]. Particle pollution from wildfires is particularly dangerous for adults 65 and older. This age group has already grown by 43 percent in Whatcom County between 2010 and 2019 and is expected to continue growing across Washington State [3]. The risk is increased for emergency workers and first responders tasked with responding to wildfires. By the 2050s, Western Washington is projected to have 12 more days annually with very high fire danger compared to the 1971-2000 average, indicating that wildfire smoke may become more common, putting more people at risk of exposure [4].





Commercial & Residential Development

High Vulnerability

Exposure	High	While incorporated cities and urban growth areas compose only about 3% of Whatcom County's total acreage, more than 58% of Whatcom County's population resides in these areas.
Sensitivity	High	Whatcom County's developed areas are vulnerable to coastal and riverine flooding risks, which are projected to increase under climate change.
Adaptive Capacity	Medium	Whatcom County has outlined growth management and land development strategies for the next 20 years in its 2016 Comprehensive Plan, with considerations for climate change. The County has also completed flood management plans for the Nooksack River and alluvial fans, but there is still need for further assessment and integration of climate change impacts into floodplain management.

To address climate change through comprehensive planning under the Growth Management Act, Washington State's Land Use and Climate Change Advisory Committee emphasizes preventing conversion of natural resource lands and rural areas to urban or sprawling development, and focusing new growth as compact development in existing urban growth areas (UGAs) or designated urban centers [5]. However, in concentrating growth, it is important to take certain measures to ensure that urban areas are prepared for climate change impacts. Incorporated cities and UGAs together represent about 3% of Whatcom County's more than 1.3 million acres of land, yet more than 58% of the County's population lives in these areas [6]. Currently home to over 225,000 residents, Whatcom County projects a 28% population increase by 2040 under a moderate growth scenario [7] [8]. The County estimates that its UGAs have capacity to accommodate an additional 6% population growth beyond its current projections over the next 20 years [9].

Increased development within Whatcom County's floodplains are likely to worsen existing flooding hazards without integrated floodplain management [9]. Flooding in the Nooksack River is frequent, impacting the cities of Nooksack, Everson, Sumas, and Ferndale [9]. In early 2020, these cities experienced major flooding from the Nooksack River that caused more than \$4 million in damages to local homes, business, and infrastructure [10]. Major flooding in 1990 occurred along the same floodplain and caused estimated damages of over \$20 million [9]. The Sumas River, Breckenridge Creek, and Swift Creek are also prone to flooding [9]. Development on alluvial fans—the fan-shaped areas formed by rocks, wood, gravel, and mud where steep mountain streams empty onto flat valley bottoms—can increase flood hazards along smaller streams as well [11]. The potential for severe flood damage in alluvial fans increases with heavy rainfall events, which are expected Whatcom County with climate change [11].



in



Agriculture

Medium Vulnerability



Exposure	Medium	As of the 2017 USDA Census of Agriculture, Whatcom County farms make up 102,523 acres and generate over \$370 million in revenue, not including value-added revenue such as berry processing or agricultural support businesses [12]. All agricultural land is likely to be impacted by climate change, but the degree of risk may differ depending on farm location and type.
Sensitivity	High	The county's agriculture sector is vulnerable to short- and long-term summertime droughts, which are projected to increase in frequency and severity under climate change. Increasing temperatures is likely to place stress on crops, livestock, and farmworkers.
Adaptive Capacity	Medium	Whatcom County has six Watershed Improvement Districts (WIDs), working in part to collaboratively address agricultural water-related issues, including quantity, quality, and drainage. However, there are water rights challenges and more funding and resources are needed.

As of the 2017 USDA Census of Agriculture, Whatcom County farms make up 102,523 acres [12]. With over 1,700 farming operations, the County's diverse agricultural landscape includes large and small farms, orchards, dairies, cattle ranches, produce farms, and nurseries [9] [13] [14]. The county is the nation's top producer of frozen red raspberries and ranks in the top 3% of farm production in the nation. At the farm level, not including processing and support businesses, agricultural production brings in \$370 million in annual revenue [12].

Agricultural irrigation is the largest user of water in the county (44%), with peak irrigation in July and August [15]. Whatcom County's agriculture sector is vulnerable to short-term droughts, as observed in 2015 [15]. Due to the drought conditions and higher temperatures in 2015, berries, seed potatoes, and forage crops did not have adequate irrigation systems to maintain production [15]. The county's irrigation water use increases by approximately 25% in dry years [15].

Long-term, multi-year droughts have not historically been a concern for Whatcom County [15]. However, given that climate conditions like the 2015 drought are expected to become more common, many farming operations are expected to struggle, even with the assistance of technological innovation and adaptive farming practices [15]. Whatcom County has six Watershed Improvement Districts (WIDs), working to collaboratively address agricultural landowner water supply issues [16]. However, many streams in the Nooksack River watershed are over-appropriated, and a significant portion of agricultural producers lack adequate water rights for irrigation, meaning that some may not be allowed to use instream water for irrigation when streamflows are too low. Declining water supply in the future is likely to exacerbate these challenges.

In addition to water-related issues, higher temperature expected due to climate change are likely to impact crop types, quantity, and quality; present additional pest issues; and harm the health of livestock and field workers.





EQUITY SPOTLIGHT

Tribal Fishing on the Cherry Point Shoreline

Since the designation of the Cherry Point UGA for industrial development, the Washington Department of Natural Resources has recognized the **ecological importance** of the aquatic lands in this area as part of the Fraser River/Georgia Strait and greater Salish Sea ecosystems [9]. This area provides essential spawning habitat for herring—an important commercial fishing stock and forage food for salmonids.

The Cherry Point shoreline is also part of the **usual and accustomed fishing area** for five treaty tribes, reserved under the Treaty of Point Elliot of 1855, including the Lummi Nation and Nooksack Indian Tribe [9]. The Lummi Nation is the largest fishing tribe in the Puget Sound region in terms of pounds and the number of species fished [26]. In their 2016 Climate Change Mitigation and Adaptation Plan, the Lummi Nation identified (1) the increasing frequency and intensity of extreme weather events, (2) sea level rise and storm surge, and (3) an increasing frequency and intensity of riverine flooding, among the climate change impacts that increase the likelihood of a **hazardous material spill** in the Cherry Point Heavy Impact Industrial Zone affecting the Reservation [21].

On a broader scale, there has been a dramatic decline in the abundance of salmon associated with legacy and ongoing land use impacts. Climate change impact will further stress on salmon populations, exacerbating the importance and challenge of upholding treaty reserved fishing rights.



Wildland-Urban Interface

Medium Vulnerability

Exposure	Medium	Whatcom County's population mostly resides in developed and urban areas, but 20% of growth between 1990 and 2010 occurred outside of these areas. The eastern portion of the County, which has a smaller portion of the population, is most at risk of wildfire.
Sensitivity	High	Wildland-urban interface areas are particularly vulnerable to fires that have the potential to cause significant damage to public health and infrastructure.
Adaptive Capacity	Medium	The Lummi Nation and Whatcom County's Conservation District participate in the national Firewise Program (which includes a vulnerability assessment and provides resources and assistance for homeowners and communities), helping offset some of the vulnerabilities to changes in climate. However, fewer resources and funding are secured for WUI fire prevention.

The “wildland-urban interface” (WUI) refers to areas where development meets and mixes with undeveloped natural areas such as forests. Between 1990 and 2010, WUI area increased by 31% in Washington (approximately 3,500 additional acres) and during this 20-year period, over 300,000 new homes were developed statewide in these areas—a more than 50% increase [13] [17]. During the same period, over 20% of Whatcom County's population growth occurred outside of urban growth areas [13].

Dispersed urbanization has shifted natural land to residential development and increased the areas at risk of WUI fires [18]. WUI fires are human-caused and occur in or near forest or grassland areas where remote homes, subdivisions, and small communities are also located, potentially resulting in significant costs, damages to infrastructure, and public health risks [19] [20]. WUI wildfires are partially correlated with increasing fire suppression and response costs, suggesting that Whatcom County's municipalities and towns may face additional cost burdens related to firefighting in the future—especially in rural and Tribal communities.

The Lummi Nation has entered a cooperative agreement with the state Department of Natural Resources, allowing the agency to respond to wildfires on the Reservation [21]. Further, Whatcom's Conservation District has established six active “Firewise” communities, equipped with resources and materials to understand and address wildfire risk and provides free wildfire risk assessments for property owners [22].



Industry

Medium Vulnerability

Exposure	Medium	The Cherry Point Urban Growth Area comprises approximately 7,000 acres of industrial land and is primarily located south of Birch Bay. Most facilities are relatively protected from sea level rise and associated impacts in the near future. However, railroad lines and docks may be at risk.
Sensitivity	Medium	Impacts to Cherry Point industries can have significant public health, economic, ecological, and cultural impacts, including threats of hazardous material spill in essential habitat for herring and salmonids that have implications for commercial and tribal fisheries.
Adaptive Capacity	Low	The County operates the Shoreline Management Program to protect and restore shorelines and ensure future land use and development is suitable for shoreline environments, but committed funding and additional strategies are needed to reduce risks.

Two oil refineries and an aluminum smelter are key industrial facilities located in the Cherry Point UGA's approximately 7,000 acres of industrial land [9]. Cherry Point's coastal location is an ideal setting for these industries as it offers deepwater access for shipping, proximity to the BNSF Railway to ship and receive industrial feedstocks and products, and proximity to Canada and Alaska [9]. Most of Cherry Point facilities are relatively protected from projected impacts from sea level rise, storm surge, and tidal flooding in the near future, however railroad lines and docks may be vulnerable to these impacts.

Between 1970 and 1999, high tide flooding occurred an average of three days per year (ranging from 0 to 13 days) at the Cherry Point tide gauge located just south of Birch Bay. By 2100, coastlines throughout Whatcom County are expected to experience significantly more storm surge and high tide flooding, as the likelihood of sea level rise surpassing two feet increases [23]. Additionally, storms like those in December 2018—which significantly damaged buildings and infrastructure near Birch Bay—are expected to occur more frequently [24]. Industries on the perimeter of Bellingham and Birch Bay, such as Cherry Point, are expected to continue to be the most vulnerable to high tide flooding.

Whatcom County's Shoreline Management Program works to protect and preserve saltwater and freshwater shorelines by managing natural resources and planning for development and land use suitable for the shoreline environment. In Birch Bay, for example, Whatcom County is rebuilding a beach to return it to a more natural state in effort to ease the impacts from extreme winter storms [25]. However, more opportunities and strategies are needed for coordinated investments to improve coastal resilience and reduce natural hazards risk.





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Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-110

File ID:	AB2020-110	Version:	1	Status:	Agenda Ready
File Created:	02/25/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Freedom 2000, LLC dba Cando Recycling and Disposal to lease the Johnson Road Transfer Station Facility in Point Roberts, in the amount of \$750 per month

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/24/2020	Council	HELD IN COUNCIL	Council

Attachments: Staff Memo, Proposed Lease Agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Regina A. Delahunt, Director
RE: Point Roberts Solid Waste Transfer Station Lease Agreement
DATE: February 14, 2020

Enclosed are two (2) originals of a contract between Whatcom County and Freedom 2000 dba Cando Recycling and Disposal for your review and signature.

▪ **Background and Purpose**

Whatcom County has a closed solid waste landfill facility located on County owned property in the Johnson Road area of Point Roberts. The County has determined that it is in public interest to continue to provide citizens of the County with the opportunity to recycle and to dispose of self-hauled waste at the Johnson Road Landfill site, and therefore has leased the facility to a private company to provide that service. The lease requires that the leaseholder also provide solid waste curbside collection services, and since Cando Recycling and Disposal has been granted an exclusive G-Certificate by the Washington Utilities and Transportation Commission for the Point Roberts area, they are the only service provider that can fulfill this requirement.

▪ **Funding Amount and Source**

Cando Recycling and Disposal will pay the County for access easements and the use and occupancy of the property in the sum of \$750 per month for a period of five years with the option to renew for an additional five-year term. These funds are included in the 2020 budget. Council approval is required.

▪ **Differences from Previous Contract**

This is a new lease Agreement; however, a similar lease agreement has been in place with this Contractor since 2010.

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

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. _____	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8540 Environmental Health / 854080 Solid Waste	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Freedom 2000 dba Cando Recycling and Disposal	
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#: _____
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s): _____		
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s): _____		Contract Cost Center: 140101
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 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): \$9,000 paid to Whatcom County per year for 5 years		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: Lease for access easements and the use and occupancy of the closed Point Roberts Johnson Road landfill site to provide citizens of Whatcom County the opportunity to recycle and dispose of self-hauled waste.			
Term of Contract:	5 Years	Expiration Date:	7/31/2025
Contract Routing:	1. Prepared by: JT	Date:	12/11/2019
	2. Health Budget Approval: KR	Date:	01/02/2020
	3. Attorney signoff: RB	Date:	01/06/2020
	4. AS Finance reviewed: M Caldwell	Date:	02/21/2020
	5. IT reviewed (if IT related):	Date:	
	6. Contractor signed:	Date:	
	7. Submitted to Exec.:	Date:	
	8. Council approved (if necessary):	Date:	
	9. Executive signed:	Date:	
	10. Original to Council:	Date:	

**LICENSE AND LEASE AGREEMENT
FOR THE USE OF COUNTY-OWNED PROPERTY FOR
SOLID WASTE DROP BOX FACILITY**

This Agreement is made and executed on the 1st day of August, 2020, by and between WHATCOM COUNTY, a municipality hereafter referred to as the 'COUNTY' and FREEDOM 2000 LLC, a Washington limited liability company, dba CANDO RECYCLING AND DISPOSAL, hereafter referred to as 'CANDO', located in Point Roberts, Washington.

I. RECITALS

WHEREAS, the County has previously closed its solid waste landfill facility located on County owned property at 2005 Johnson Road in Point Roberts; and

WHEREAS, it has previously been determined by the County that handling of solid waste and recycling in Point Roberts can be more effectively accomplished by private enterprise; and further, that it is in the public interest to continue to provide citizens of the County the opportunity to recycle and to dispose of self-hauled waste at the Johnson Road landfill site; and

WHEREAS, the County has in existence, a facility at the Johnson Road landfill site suitable for continued operation of the solid waste drop box/container and recycling facility; and

WHEREAS, the Washington State Utilities and Transportation Commission (WUTC) has granted Cando a Certificate of Public Convenience for the purpose of providing solid waste collection and source-separated recycling services to residents and businesses in Point Roberts; and

WHEREAS, it is possible that the County as owner of the property may require that a portion of the site be readily available to meet other needs; and

WHEREAS, it is helpful to the parties to identify the incidental uses to which the property may be put by the Lessee in conjunction with the operation of the facility described herein; and

WHEREAS, it is prudent for the parties to make provision within the lease for a transition to another leaseholder in case that becomes necessary during the course of this lease term; and

WHEREAS, the County and Cando mutually agree to the terms of the Agreement herein;

NOW THEREFORE, IT IS UNDERSTOOD AND AGREED:

II. DEFINITIONS

A. "Facility" means the drop box/container and recycling site and the improvements and equipment located thereon and operated by the Cando under the terms of this Agreement.

B. "Force Majeure" means acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or accident to machinery, pipelines or materials, other cause, whether of the kind enumerated or otherwise, which is not reasonably within the control of the party claiming the suspension.

C. "Hazardous Waste" shall mean:

1. any dangerous or extremely dangerous hazardous waste as defined in Chapter 70.105 RCW or designated by rule adopted thereunder; or
2. waste that is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" or "dangerous waste", pursuant to any state or federal law, including but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and the Model Toxics Control Act, Chapter 70.105 RCW, as amended, and the regulations promulgated thereunder; or
3. contains polychlorinated biphenyls or any other substance the storage, treatment, transportation or disposal of which is subject to regulation under the Toxics Substance Control Act, 15 U.S.C. § 2601-2654, as amended, and the regulations promulgated thereunder; or
4. contains a radioactive material the storage, transportation or disposal of which is subject to state or federal regulation.

D. "Premises" is that portion of Property on which the Facility is operated and as described in Exhibit "B" attached hereto which shall include any easements to access the Premises as described below.

E. "Property" is the real property owned by the County and described in Exhibits "A" and Exhibit "C" attached hereto.

F. "Solid Waste" shall be defined by Chapter 70.95 or regulations promulgated thereunder.

G. "Suspicious Waste" is waste which Cando reasonably suspects may be or contains "Unacceptable Waste".

H. "Unacceptable Waste" means any and all waste that is either:

1. Waste which is prohibited from receipt at the Disposal Sites by State, Federal, or Local law, regulation, rule, code, ordinance, order, permit, or permit condition; or
2. Hazardous waste as defined above.

III. AGREEMENT

A. Facility

1. The County hereby leases the Premises to Cando, for the purpose of operating and maintaining the Facility for the convenience of the residents of Whatcom County. The County further agrees to provide to Cando the non-exclusive use that area outside the Property's lower gated and fenced area, which is necessary for staging and maintaining Cando's curb-side Solid Waste pickup activities in Point Roberts, as shown in Exhibit "B". Notwithstanding the foregoing, the County reserves the right to reasonably modify the Facility layout and area to meet County-defined needs on reasonable notice to Cando.

2. The County agrees to provide Cando and its customers access to the Premises by the easement as set forth in the Statutory Warranty Deed recorded under Whatcom County Auditor's File No. 1278685 extending from Johnson Road to the Property boundary and a grant of access over County land through and to the Property, all as shown in Exhibits "A", "B", and "C".

B. Representations/Warranties

1. The County represents and warrants that it has the right, title and interest in the Property¹ and other properties necessary to grant Cando and the public the right to the access, limited use and limited occupancy of the Premises described under the terms of this Agreement.

2. The County represents and warrants that the operation of the Facility as described in this Agreement does not violate applicable provisions of the County's zoning code, and that no additional land use permit is required (although other permits are likely to be required), provided that access to and use of the Facility is provided only to Cando and its members, agents, and employees, members of the public, local businesses, and recycling collectors, for purposes consistent with the County's Solid Waste Comprehensive Plan. This warranty does not extend to (i) any incidental uses beyond use of the Facility as described herein to which Cando may put the Premises in the course of the lease term designated herein; (ii) Incidental use of the office for business that does not interfere with the use of the Facility as described herein; (iii) Cando's use and storage of equipment that is used primarily in the transfer site business described herein; or (iv) other incidental use beyond that primary use, so long as these incidental uses do not interfere with Cando's and the public's primary use of the Facility and do not otherwise violate land use regulations.

C. Acceptance of Premises

Cando acknowledges that it is familiar with the Premises and the improvements thereon, that no representations have been made by the County as to said Premises and improvements except for those representations made in writing contained in this Agreement and Cando hereby accepts said Premises and improvements for the purposes of this Agreement as they are now situated.

D. Rent and Term

1. Cando shall pay rent to the County in the amount of seven hundred and fifty dollars (\$750) per month payable in advance on the 1st day of the month during the term of this Agreement.

2. This Agreement shall be for a term of five (5) years commencing on August 1, 2020 and ending on July 31, 2025, unless terminated earlier per the provisions of Section O, below. The parties further agree to an option to renew for an additional five (5) years, which may be exercised only upon mutual agreement of the parties. The Agreement of the County shall be manifested by the signature of the County Executive.

E. Scope of Operation

Cando shall maintain and operate (the Facility) upon the Premises. The Facility shall be for the use of the general public and businesses. Cando agrees to maintain and operate the Facility

by providing drop box/containers for the separation of recyclables, putrescible garbage, and other materials that may be agreed upon between Cando and the County.

In performing such functions, Cando shall provide sufficient personnel, equipment, and utilities for operation of the Facility in accordance with this Agreement. Notwithstanding the foregoing:

1. Cando shall make the Facility open and available to the public a minimum of two (2) days per week between the months of May through September, and one (1) day per week between the months of October through April, during the hours of 12:00pm to 4:00pm. This schedule may be altered by mutual written agreement if the volume so dictates.

2. In the operation of the Facility, Cando shall not be required to receive, accept or dispose of any Suspicious Waste, Unacceptable Waste, Hazardous Waste, or any other waste which would violate local, state, or federal environmental laws or regulations. Cando reserves the right to inspect any and all waste and other material delivered to the Facility and may reject any such material which Cando believes, or the local area health jurisdiction, or State Department of Ecology ("Ecology") advises, would upon disposal, present a significant risk to human health or the environment or create or expose the County, Facility users, or Cando to significant potential liability.

3. Subject to Section 2 above and Section 4 below, in the operation of the recycling center, Cando shall accept, at a minimum, newspaper, mixed paper, cardboard, aluminum, glass (clear, brown, and green), scrap metal, tin cans, and plastic bottles. So long as it is legally permitted to do so, Cando is allowed to accept batteries, used oil and antifreeze, and may chip woody debris on site. Cando shall be entitled to salvage any materials remaining in Solid Waste received for disposal at the Facility.

4. Cando may refuse the right of access to the Facility to anyone who has violated rules and regulations prescribed by public law pertinent to the operation of the disposal site or to the nature of the waste disposed or which they seek to dispose, or is delinquent on account of any money due to Cando for acceptance of Solid Waste or recyclable materials. Cando may, with the approval of the County, also assess to users of the Facility, a reasonable additional fee or charge as a penalty for failure to comply with the rules and regulations prescribed by the County or Ecology for Solid Waste handling.

F. Disposal and Operation Fees:

1. Cando, upon mutual agreement with the County as to the proposed rate(s), shall have authority to establish rates at the Facility for recycling and Solid Waste disposal, and all revenues collected shall be for the benefit of Cando. The fees charged shall be mutually agreed upon, reviewed annually, and listed in the Whatcom County Unified Fee Schedule. Cando shall prominently post all user fees at the Facility and shall be solely responsible for the collection of such fees.

2. Cando, upon mutual agreement with the County, may reject, or make reasonable additional charges for, or fix new or additional rates for the disposal of Solid Waste which would result in unusual operating or disposal cost, expense or liability, or require special environmental handling or disposal.

G. Independent Contractor:

In the performance of this Agreement, Cando shall act independently and not as an employee, agent or representative of the County. The County shall have no control or supervision of any kind over the employees of Cando, nor shall any of the employees of Cando be deemed to be employees of the County.

H. Maintenance of Facilities/Commit No Waste:

1. Maintenance of the Facility and the Premises shall be the responsibility of Cando except as provided otherwise in this Agreement. The County shall provide snow removal following notification by Cando. Cando shall be otherwise responsible for routine cleaning maintenance (i.e., removal of obstructions, dust control, and spill clean-up) to insure a safe ingress and egress for the public. Cando shall maintain the integrity of all structural improvements as deemed necessary by a competent engineer, including periodic structural repairs to concrete Z-walls. Cando will also ensure the satisfactory inspections of truck scales and other improvements necessary to the operation of the facility and regulated by Washington State Registrations and Licenses Department.

Further, by mutual agreement as to any cost sharing by the parties, the County shall be responsible for installation and maintenance of any future water line, utilities, or perimeter fence, as required.

2. Cando covenants not to commit waste nor permit anyone else to commit waste on the Premises during the term of the contract and to keep the Premises in a neat and orderly condition, provided that this shall not prevent Cando from engaging in the open burning, by mutual agreement, of certain waste materials in compliance with applicable laws, rules and regulations, nor any other conduct or activity reasonably related to the ordinary operation of the Facility.

3. Cando further agrees that the gates and facilities will be secured in the absence of an attendant. In accordance with this Agreement, Cando agrees to maintain, in good condition, the structures and the concrete retaining walls utilized at the Facility.

I. County's Right-of-Entry:

The County retains the right and Cando shall not interfere with the exercise of the right of the County and its agents and employees to enter into and upon the Property at reasonable times for the purposes of inspecting the same and for all other lawful purposes, including operation of the portion of the landfill site on the Property and for the purpose of disposing of debris and other Solid Waste materials if it is determined to be in the best interest of the County and necessary for the preservation of public health and safety by the Health Officer and/or Director of the Whatcom County Health Department.

J. Notices:

All notices, demands, or other writing in this Agreement provided to be given, or sent, or which may be given, made, or sent, by either party hereto to the other, shall be deemed to have been fully given, made, or sent when mailed to the following address and party:

COUNTY Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

CANDO Freedom 2000, dba Cando Recycling and Disposal
PO Box 865
Point Roberts, WA 98281

K. Utilities:

All costs and charges for utility services provided to the Premises during the term of this Agreement shall be paid by Cando. Real property taxes, if any, shall be the responsibility of the County.

L. Liens:

Cando shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Cando. In the event that Cando becomes insolvent, or voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Cando, then the County may cancel this Agreement at the County's option.

M. Sublease and Assignment:

Cando agrees not to let or sublet the whole or any part of its limited interest hereunder in the Premises or assign this Agreement or any interest therein without the written consent of the County.

N. Right of Cando to Make Improvements:

Cando may improve or alter the Premises for purposes consistent with fulfillment of its obligations under this Agreement, with prior written consent of the County. Cando shall, before making any improvements or alterations, submit plans and designs to the County for approval. Cando agrees to maintain the existing facilities in good condition at all times, including but not limited to fenced storage area, scale house, structures, and other improvements which exist on the Premises as of the date of this Agreement. Cando shall have the right to remove, alter, or improve any structure or improvement which may be placed upon the Premises by Cando during the term of this Agreement. Cando may remove any improvements that it may install upon the Premises during the period of this Agreement or within 30 days of the termination of this Agreement. If removal of such improvements occurs after the termination of the Agreement, Cando shall conduct such removal only at times and in a manner with which the County concurs, which shall minimize interference with any ongoing operations upon the Premises to which the County has granted its permission. The County shall not unreasonably withhold its concurrence. If such improvements are not removed within the above-stated time period, or a mutually agreed written extension thereof, they shall become the property of the County.

The parties agree to negotiate with each other in good faith and if the County offers to purchase some or all of the improvements that Cando has installed and/or placed upon the Premises, in the event this lease is terminated during its term or is not extended. If the parties are able to agree upon the sale and purchase of any or all of the improvements, the price for such improvements shall be the fair market value thereof, which shall be established by agreement of the parties, or in case the parties are not able to agree upon that value, by a commercial appraiser agreed upon by the parties, or such appraiser as agreed upon by two persons, each party choosing one such person. The

parties agree that the 30-day period for the removal of improvements following the termination or expiration of this Agreement as set forth above shall be tolled during any negotiations contemplated in this paragraph.

O. Reduction or Termination of Service:

If there is a reduction in the volume or waste so that, in Cando's reasonable determination, it is no longer feasible to operate the Facility, Cando may terminate the Agreement upon 30 days written notice to the County.

The County may terminate the lease prior to the end of the lease term for reasons of public necessity, which it must determine in good faith, including but not limited to the following: 1) failure of Cando to abide by the terms of this Agreement, if, after the County has given written notice to Cando of such failure, Cando fails to cure promptly, which shall in any event be no longer than 30 days; 2) sale of Cando to a person or party who does not possess or maintain WUTC certification for the collection of garbage and recyclables in Point Roberts, so long as the County's adopted plans and/or ordinances require certification; 3) failure of Cando to provide regular curbside garbage and/or recycling services, so long as the County's adopted plans and/or ordinances require this service; 4) Cando's failure to maintain its WUTC certification or upon the WUTC's termination or withdrawal of Cando's certificate following 30 days' notice from the County and an opportunity to cure.

P. Indemnification and Hold Harmless:

1. Cando agrees and covenants to indemnify, defend, and save harmless the County and those persons who were, now are, or shall be duly elected or appointed officials or employees or contractors thereof, against and from any loss, damage, costs, charge, expense, liability, claims, demand or judgements, of whatsoever kind or nature, whether to persons or property, arising wholly or partially out of any act, action, neglect, omission or default on the part of Cando, its subcontractors and/or employees, except to the extent such injury or damage shall have been caused by or resulted from the negligence of the County or duly elected or appointed officials or employees or contractors. In case any suit or cause shall be brought against the County on account of any act, action neglect, omission, or default on the part of Cando, its agents, subcontractors, and/or employees, Cando hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney fees and other expenses and any and all judgments that may be incurred or obtained against the county, but only to the extent that such costs, charges, fees, expenses, and judgements are attributable to the negligence of Cando or its agents.

2. The County agrees and covenants to indemnify, defend, and save harmless Cando and its officers and directors, against and from any loss, damage, costs, charge, expense, liability, claims, demand or judgements, of whatsoever kind or nature, whether to persons or property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the County, its subcontractors and/or employees, except to the extent such injury or damage shall have been caused by or resulted from the negligence of Cando. In case any suit or cause shall be brought against Cando on account of any act, action, neglect, omission, or default on the part of the County, its duly elected or appointed officials or employees or contractors, the County hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney fees, and other expenses and any and all judgments that may be incurred or obtained against Cando, but only to the extent that such costs, charges, fees, expenses, and judgements are attributable to the negligence of the County or its duly elected or appointed officials or employees or contractors.

3. The County shall indemnify and hold Cando, its officers, directors and shareholders, employees, agents, and subcontractors free and harmless from liability from claims, demands, losses, or expenses, including attorney's fees and costs, with respect to claims by third parties for personal injury, property damage, or other loss to the extent such arises out of the County's past or current operation, closure or post-closure of the Facility, including but not limited to liability or claims arising out of pollution, contamination, or release of chemicals or landfill gas except to the extent such claims arise out of any negligent or intentional actions or omissions of Cando, its agents, employees, officers, or directors.

4. In the event of any suit against any party indemnified under this Agreement, the indemnifying party shall appear and defend such suit provided that the indemnifying party is notified in a timely manner of the suit. The indemnified party shall have the right to approve counsel chosen by the indemnifying party to litigate such suit which approval shall not be unreasonably withheld.

Q. Insurance:

1. Cando shall maintain in effect throughout the term of this Agreement, or any renewal thereof, commercial general liability insurance covering the Premises and its appurtenances in the amount of \$1,000,000 for injury or death of any one person and \$1,000,000 for injury or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000.

2. Cando shall file proof of such insurance with the County prior to the effective date of this Agreement.

R. Laws and Regulations:

1. Cando agrees to conform to and abide by all lawful rules, codes, laws and regulations in connection with the use of the Premises and the construction of improvements and operation of Cando's business thereon and not to permit said Premises to be used in violation of any lawful rule, code, law, regulation, or other authority. Further, Cando shall obtain all necessary permits and licenses for the use and occupancy of the Premises.

S. Mediation:

Notice of any demand for mediation shall be filed in writing with the other party to this Agreement. Demand for mediation shall be made within a reasonable time, and only after a written claim identifying the subject matter of the dispute based upon this Agreement between the parties. The mediation shall be conducted by a neutral mediator agreed upon by both parties.

T. Force Majeure:

Neither Cando nor the County will be liable for failure to perform its part of the Agreement when the failure is due to Force Majeure. However, in any case, the party claiming the benefit of this provision shall use due diligence to remove any such causes and to resume performance under the Agreement as soon as is feasible.

U. Interpretation and Venue:

This Agreement shall be at all times interpreted under and in accordance with the laws of the State of Washington, and, subject to RCW 36.01.050, venue and jurisdiction of any suit brought to enforce any of the terms shall be in the duly-established courts located within Whatcom County, Washington.

V. Integration and Modification:

This written lease Agreement, including any addenda hereto, represents the full and complete Agreement of the parties hereto, and the parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this lease Agreement. No change or addition to it shall be valid or binding upon either party unless such change or addition be in writing, and executed by both parties.

W. Waiver:

Waiver by Lessor of any default in performance by lessee of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

X. Severability:


It is understood and agreed by the parties hereto that if any part of this lease Agreement is determined to be illegal, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed as if the lease Agreement did not contain the particular illegal part.

THIS AGREEMENT is entered into as of the day and year first written above.

PROGRAM APPROVAL



John Wolpers, Environmental Health Manager



Date

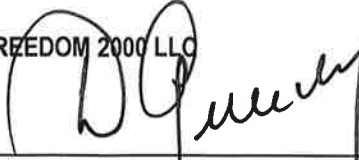
HEALTH DEPARTMENT APPROVAL



Regina A. Delahunt, Director



Date

FREEDOM 2000 LLC

David Gellatly, Owner

Freedom 2000 LLC, dba Cando Recycling & Disposal

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 14th day of February, 2020, before me personally appeared David Gellatly, to me known to be the owner/operator of Freedom 2000 LLC, dba Cando Recycling and Disposal, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be free and voluntary and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS under my hand an official seal this 14th day of February, 2020.



Emily P. West
NOTARY PUBLIC in and for the State of Washington,

Residing at whatcom co. My commission expires 9/10/2022

WHATCOM COUNTY

SATPAL SIDHU
County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand an official seal this _____ day of _____, 2020.

NOTARY PUBLIC in and for the State of Washington,
Residing at Bellingham. My commission expires _____

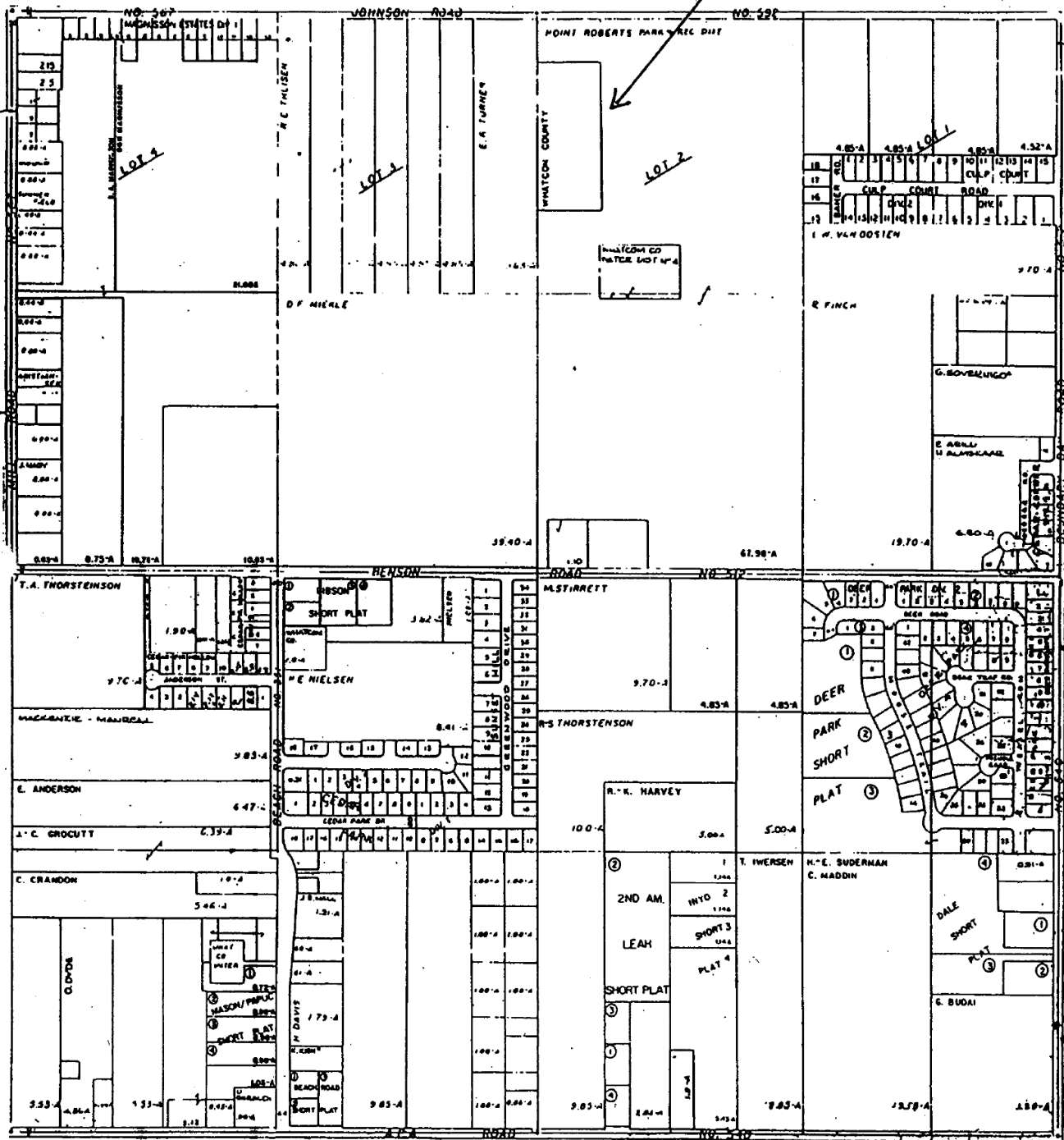
APPROVED AS TO FORM:



Royce Buckingham, Prosecuting Attorney
Whatcom County

EXHIBIT 'A'

Subject Property



SECTION 2, TOWNSHIP 40 NORTH, RANGE 3 WEST

EXHIBIT 'B'

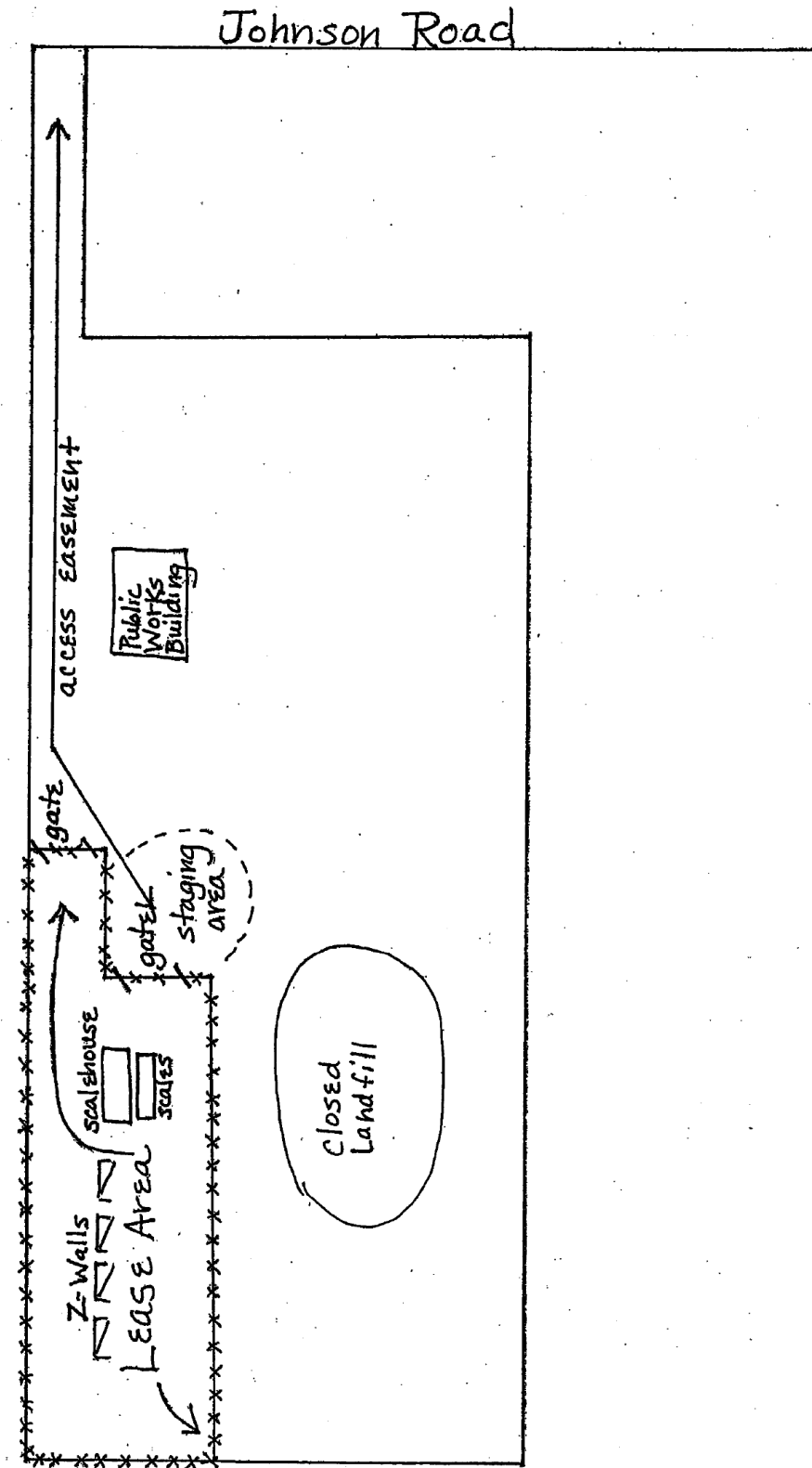


EXHIBIT "C"
LEGAL DESCRIPTION

A parcel of land in Government Lot 2, Section 2, Township 40 North, Range 3 West of W.M., more particularly described as follows:

Beginning at the Southwest corner of said Government Lot 2, thence northerly along the west line of said Government Lot 2, 400.68 feet to the true point of beginning; thence continuing northerly along said west line 700 feet; thence easterly at right angles to said west line, 312.31 feet; thence southerly parallel to said west line, 700 feet; thence westerly at right angles to said west line, 312.31 feet to the true point of the beginning; containing 5 acres, more or less.

Together with a perpetual easement 30 feet wide described as follows:

The west 30 feet of the west half of the Northeast quarter, less the above-described tract, in said Section 2.

EXHIBIT "D"
INSURANCE



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-145

File ID:	AB2021-145	Version:	1	Status:	Introduced
File Created:	02/25/2021	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for Academy Road Stormwater Improvements Fund, request no. 2

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests appropriation of \$86,835 to fund Phase II engineering design for the Academy Road Stormwater Improvements project from Lake Whatcom Stormwater Utility District funding.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/09/2021	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Exhibit A, Supplemental Budget Request

ORDINANCE NO. _____

**ORDINANCE AMENDING THE PROJECT BUDGET FOR ACADEMY ROAD
STORMWATER IMPROVEMENTS FUND, REQUEST NO. 2**

WHEREAS, Academy Road storm water improvements project was constructed in 2015 as a priority capital project due to its listing in the County's Lake Whatcom Comprehensive Stormwater Management Plan and in consultation with the City of Bellingham, and,

WHEREAS, the project was intended to treat runoff from approximately 80 acres and included a pretreatment unit, media filtration system and high flow bypass, and a vegetative buffer along the lake front, and

WHEREAS, this project was constructed jointly with the City of Bellingham, and

WHEREAS, the project has not performed to original design expectations due to issues associated with original filtration media, sedimentation from off site and greater stormwater flows than anticipated, and

WHEREAS, additional funds are required to evaluate options to improve system performance and to provide engineering plans, specifications and an estimate for system upgrades to achieve original design performance, and

WHEREAS, these additional expenses will be funded by a transfer from the Lake Whatcom Stormwater Utility District funds and by remaining Phase I budget authority, and

WHEREAS, additional funds will be needed to cover the construction costs associated with the proposed upgrades. Further funding will be requested for the construction phase when construction cost estimates are developed,

1
2 **NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that
3 Ordinance No. 2014-080 is hereby further amended adding \$86,835 of expenditure
4 authority, as described in Exhibit A, to the amended project budget total of
5 \$1,204,000 for a new total of \$1,290,835.
6
7

8 **ADOPTED** this ____ day of _____, 2021.
9

10
11 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

12
13
14 _____
Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Chair of the Council

15
16
17
18 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

19
20 Christopher Quinn

21 _____
22 Christopher Quinn
23 Senior Deputy Prosecuting
24 Attorney – Civil Division
25 (authorized via email 2/18/2021 – KO)

Satpal Sidhu, County Executive

() Approved () Denied

26 Date Signed: _____
27
28
29

EXHIBIT A

ACADEMY ROAD STORMWATER IMPROVEMENTS (FUND 364)

Account	Description	Current		2021		Total Amended
		Amended	Project Budget	Amendment #2	to Ord. 2014-077	
	Expenditures					Project Budget
6110	Wages	\$	55,233	\$	18,065	\$ 73,298
6290	Applied Benefits	\$	39,767	\$	16,844	\$ 56,611
6630	Professional Services	\$	-	\$	75,000	\$ 75,000
6699	Other Services-Interfund	\$	-	\$	24,000	\$ 24,000
7199	Other Miscellaneous-Interfund	\$	-	\$	4,000	\$ 4,000
7380	Other Improvements	\$	1,109,000	\$	(51,074)	\$ 1,057,926
		\$	1,204,000	\$	86,835	\$ 1,290,835
	Revenues					
4334.0315	Department of Ecology Grant	\$	50,000	\$	-	\$ 50,000
4337.0701	City of Bellingham	\$	259,000	\$	-	\$ 259,000
8301.132	Operating Transfer In - Lake Whatcom	\$	-	\$	86,835	\$ 86,835
8301.169	Operating Transfer In - Flood	\$	180,000	\$	-	\$ 180,000
8301.324	Operating Transfer In - REET II	\$	715,000	\$	-	\$ 715,000
		\$	1,204,000	\$	86,835	\$ 1,290,835

EXHIBIT A

ACADEMY ROAD STORMWATER IMPROVEMENTS (FUND 364)

Account	Description	2021		Total Amended
		Current Amended	Amendment #2	
	Expenditures	Project Budget	to Ord. 2014-077	Project Budget
6110	Wages	\$ 55,233	\$ 18,065	\$ 73,298
6290	Applied Benefits	\$ 39,767	\$ 16,844	\$ 56,611
6630	Professional Services	\$ -	\$ 75,000	\$ 75,000
6699	Other Services-Interfund	\$ -	\$ 24,000	\$ 24,000
7199	Other Miscellaneous-Interfund	\$ -	\$ 4,000	\$ 4,000
7380	Other Improvements	\$ 1,109,000	\$ (51,074)	\$ 1,057,926
		\$ 1,204,000	\$ 86,835	\$ 1,290,835
Revenues				
4334.0315	Department of Ecology Grant	\$ 50,000	\$ -	\$ 50,000
4337.0701	City of Bellingham	\$ 259,000	\$ -	\$ 259,000
8301.132	Operating Transfer In - Lake Whatcom	\$ -	\$ 86,835	\$ 86,835
8301.169	Operating Transfer In - Flood	\$ 180,000	\$ -	\$ 180,000
8301.324	Operating Transfer In - REET II	\$ 715,000	\$ -	\$ 715,000
		\$ 1,204,000	\$ 86,835	\$ 1,290,835

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3166

Fund 364

Cost Center 364100

Originator:

Expenditure Type: One-Time

Year 1 2021

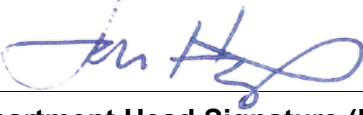
Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Academy Rd Phase 2 Design

X



2/19/21

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$18,065
	6290	Applied Benefits	\$16,844
	6630	Professional Services	\$75,000
	6699	Other Services-Interfund	\$24,000
	7199	Other Miscellaneous/Inte	\$4,000
	7380	Other Improvements	(\$51,074)
	8301.132	Operating Transfer In	(\$86,835)
	Request Total		\$0

1a. Description of request:

The Academy Road Project Phase 1 was initiated on June 1, 2015. This project was a joint Whatcom County and City of Bellingham stormwater retrofit project focused on improving water quality in the Lake Whatcom Watershed. Whatcom County provided funding for the design and construction of the project, the City of Bellingham provided the property. The project construction began in the summer of 2015 and received final completion in May of 2016. The project has never met design treatment expectations due partially to excessive sediment fouling the treatment media in the treatment cells, high flows and greater quantity of flows than anticipated and a continuous base flow that didn't provide the treatment media sufficient dry out periods.

After several seasons of operation, it was determined that the system required an upgrade to obtain much better water quality treatment performance. The project is located within Bellingham city limits. City of Bellingham is the intended permanent recipient of this joint project and is presently unwilling to accept this project in it's current state. Whatcom County has initiated two investigative efforts to better understand the current system's limitations and to verify actual stormwater flows. This information will be used as site specific background information in the desing and upgrade of this facility.

As an early implementation of this type of treatment cell and treatment media, many of the specific complexities of this type of system were not known and consequently not adequately accommodated in the final design. The majority of the funding was provided by a Washington Department of Ecology grant, partially as an incentive to try out this new technology. Since this project was installed much has been learned about the specific applications and limitations of this type of system. This project seeks to leverage that new knowledge and greatly enhance the performance of the current Academy Road Stormwater Improvement. This upgrade is being referenced as Academy Road Stormwater Improvements Phase II.

1b. Primary customers:

The City of Bellingham will be taking over the operation and management of this facility upon the successful completion of this upgrade. The 100,000 people and associated businesses that rely on Lake Whatcom are also beneficiaries of this project which is intended to have a long service life.

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3166

Fund 364

Cost Center 364100

Originator:

2. Problem to be solved:

Whatcom County's investment in the Academy Stormwater Improvement Project is well over one million dollars. The City of Bellingham has also contributed the site which included demolishing an existing house. The value of lakeside real estate and the level of investment to date in this project justifies optimizing the performance of this under performing system. The City of Bellingham is currently unwilling to accept the project without improvements. The initial county/city agreement contemplated the city accepting the project functioning within the design parameters which the system is currently unable to do without upgrades.

3a. Options / Advantages:

After consulting with staff from the City of Bellingham's Stormwater and Maintenance and Operations divisions, Whatcom county solicited proposals for qualified firms to perform an evaluation of the Academy Road Stormwater Facility. In May of 2018, Whatcom County contracted with a local consulting firm to conduct that evaluation. The scope of the consultants contract and results were shared with City of Bellingham staff.

The three main areas evaluated were:

Are flows entering the treatment system higher than expected?

Are levels of Total Suspended Solids and debris entering the treatment system higher than expected? and

Is the hydraulic conductivity of the treatment media lower than expected?

The guidance provided while useful was not intended to provide engineering level specifications for modifications to the system. Recommendations were divided between options possible to improve basic functioning (Tier 1), options for increasing performance within the existing structures (Tier 2) and options for increasing performance through additions to the existing facility (Tier 3). The report also recommended some near term (immediate) activities that could be done.

Since the completion of the report, the City of Bellingham has installed a pipe to greatly reduce the off site sediment entering the system, Whatcom County has initiated a water quantity monitoring study to verify actual flow rates as well as making minor modifications to improve existing performance of the system.

Options reviewed were, do nothing or make minor adjustments, increase performance to as close to original design treatment as possible using existing footprint as much as possible and redesign and construct an optimum treatment option.

We anticipate moving forward with the aim to achieve as close to the original design treatment.

3b. Cost savings:

Costs savings would result by improving efficiency of removal. The Total Maximum Daily Load (TMDL) requires the county and City of Bellingham to provide water quality removal where possible. The opportunities for installing systems of this size are limited within the Lake Whatcom watershed. Increasing the efficiency of the existing system is potentially more cost effective than leaving the system as is and developing new systems in the same basin area.

The combined city/county costs well exceed 1.5 million dollars to date. The potential that the area treated is actually bigger than initially determined and could contribute up to 50% more phosphorus. This project seeks to maximize the benefit of the current investment by adding additional treatment capacity to the same site. Every additional pound of phosphorus treated is leveraging the existing investment. For example, the current estimated treatment is 40 lbs annually. Since the system is off line half of the time then it is safe to use 20 pounds annually as the total treated amount. Calculating the cost per pound of phosphorus for treating the design target of 40 lbs at 1.5 million, the per pound cost is \$37,500. If you reduce that to 20 pounds, which is now the case since the system is off line 50% of the time, the per pound cost is \$75,000. Investing another \$500,000 to achieve the original design treatment rate of 40 pounds would provide a \$50,000 per pound treatment rate. If the system could be upgraded to treat 60 pounds for that same extra \$500,000, the cost per pound would be \$33,334 per treated pound.

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3166

Fund 364

Cost Center 364100

Originator:

An average construction cost per treated pound for the watershed has been calculated at around \$50,000 per pound, which would be the original design outcome.

4a. Outcomes:

The outcome to be delivered is that the treatment system delivers the removal of 40 pounds of phosphorus annually. Currently the system is run at half capacity which at best is providing 20 pounds of removal; annually. Based on our recent evaluation, the contributing area is about 50% larger than initially determined which would potentially generate closer to 60 pounds of phosphorus annually. If it is reasonably feasible through the upgrade, the system would ideally treat 60 pounds annually.

4b. Measures:

Two options are available to determine if we have met our outcome goals. The first is to modify the system to provide continuous phosphorus removal, which would include multiple treatment cells to allow for adequate dry out period. The second method to measure success would be to modify the system as part of the upgrade to facilitate sample collection to verify treatment performance.

5a. Other Departments/Agencies:

The project is currently operated by the City of Bellingham Maintenance and Operations Department. At present the system is working at 1/2 capacity as the existing system is run online every other day to allow the media to have some dry out, which is essential for the media to provide phosphorus removal. Part of the up grade will further automate the system operation to reduce the time commitment for future operations.

The other group impacted is the Stormwater Division of Whatcom County Public Works. Design and construction management as well as project coordination with the City of Bellingham will fall to Stormwater staff.

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

For Whatcom County, Kraig Olason and Kevin Thompson will be the primary responsible individuals. For the City of Bellingham Mike Olinger, Assistance Director of Operation, Public Works, will be the county's primary contact.

6. Funding Source:

The \$86,835 for this request will come from the existing project budget in the Lake Whatcom Stormwater Utility District. This will supplement REET funds that were already budgeted within the project for a current budget of \$150k.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-146

File ID:	AB2021-146	Version:	1	Status:	Introduced
File Created:	02/25/2021	Entered by:	SDraper@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2021 Whatcom County Budget, request no. 4, in the amount of \$3,397,903

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #4 requests funding from the General Fund:

1. To appropriate \$14,532 in Non-Departmental to add additional funding to What-Comm 911 Operations grant program.
2. To appropriate \$1,222,459 in Non-Departmental to fund Opportunity Council CDBG microenterprise and housing rehab programs, and a coronavirus response program, from grant proceeds.
3. To re-appropriate \$93,942 in Sheriff to fund the FY18 Operation Stonegarden program.
4. To appropriate \$9,240 in Sheriff to fund WASPC traffic safety equipment grant program.
5. To appropriate \$33,324 in Planning & Development Services to fund the review and evaluation phase of the Buildable Lands program from grant proceeds.
6. To appropriate \$425,000 in Health to fund COVID-19 response and vaccination programs from grant proceeds.

From the Election Reserve Fund:

7. To re-appropriate \$32,945 to fund Center for Tech and Civic Life grant program activities.

From the Parks Special Revenue Fund:

8. To appropriate \$168,000 to fund Birch Bay Beach Park frontage and site improvements.

Conservation Futures Fund:

9. To appropriate \$220,000 to fund PDR support services and the Martin Agricultural Conservation Easement acquisition.

From Real Estate Excise Tax II Fund:

10. To re-appropriate \$63,165 to fund transfer in support of the Academy Rd stormwater project.

From Real Estate Excise Tax I Fund:

11. To appropriate \$1,070,296 to fund Plantation Rifle Range roof and HVAC project.

From the Public Utilities Improvement (EDI) Fund:

12. To appropriate \$45,000 to fund additional design work for NW Annex redevelopment.

In addition, Supplemental #4 requests to add 3 FTE Custodian positions in AS-Facilities.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/09/2021	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Summary Schedule, Requests

**ORDINANCE NO.
AMENDMENT NO. 4 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			
Non-Departmental	1,236,991	(1,236,991)	-
Sheriff	103,182	(103,182)	-
Planning & Development	33,324	(33,324)	-
Health	425,000	(1,265,722)	(840,722)
Total General Fund	1,798,497	(2,639,219)	(840,722)
Election Reserve Fund	32,945	(32,945)	-
Parks Special Revenue Fund	168,000	-	168,000
Conservation Futures Fund	220,000	(80,000)	140,000
Real Estate Excise Tax II Fund	63,165	-	63,165
Real Estate Excise Tax I Fund	1,070,296	(259,013)	811,283
Public Utilities Improvement (EDI) Fund	45,000	-	45,000
Total Supplemental	3,397,903	(3,011,177)	386,726

BE IT FURTHER ORDAINED by the Whatcom County Council that Exhibit C – Position Control
Changes in the 2021-2022 Budget Ordinance should also be amended to provide for the following
FTE changes:

- Add 3 FTE Custodians in AS-Facilities

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

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

Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2021 Supplemental Budget Ordinance No. 4				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Non-Departmental	To add additional funding to What-Comm E911 Operations grant program	14,532	(14,532)	-
Non-Departmental	To fund Opportunity Council CDBG Microenterprise grant program	250,000	(250,000)	-
Non-Departmental	To fund Opportunity Council Coronavirus (CV1) consortium grant program	472,459	(472,459)	-
Non-Departmental	To fund renewal of Opportunity Council CDBG Housing Rehab grant program	500,000	(500,000)	-
Sheriff	To re-appropriate funding for FY18 Operation Stonegarden program	93,942	(93,942)	-
Sheriff	To fund WASPC Traffic Safety Equipment grant program	9,240	(9,240)	-
Planning & Development	To fund review and evaluation phase of Buildable Lands Program from grant proceeds	33,324	(33,324)	-
Health	To fund DOH COVID Coordinated Response program increase	400,000	(1,230,646)	(830,646)
Health	To fund vaccination program from grant proceeds	<u>25,000</u>	<u>(35,076)</u>	<u>(10,076)</u>
Total General Fund		1,798,497	(2,639,219)	(840,722)
Election Reserve Fund	To re-appropriate funding for Center for Tech and Civic Life grant program activities	32,945	(32,945)	-
Parks Special Revenue Fund	To fund Birch Bay Beach Park frontage and site improvements	168,000	-	168,000
Conservation Futures Fund				
Planning & Development	To fund additional services in support of the PDR program	38,000	-	38,000
Planning & Development	To fund Martin Agricultural Conservation Easement acquisition	<u>182,000</u>	<u>(80,000)</u>	<u>102,000</u>
Total Conservation Futures Fund		220,000	(80,000)	140,000
Real Estate Excise Tax II Fund	To fund transfer in support of Academy Rd stormwater project	63,165	-	63,165
Real Estate Excise Tax I Fund	To fund Plantation Rifle Range roof and HVAC project	1,070,296	(259,013)	811,283
Public Utilities Improvement (EDI) Fund	To fund additional design work for NW Annex redevelopment	<u>45,000</u>	<u>-</u>	<u>45,000</u>
Total Supplemental		<u>3,397,903</u>	<u>(3,011,177)</u>	<u>386,726</u>

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 3162

Fund 1

Cost Center 4292

Originator: Suzanne Mildner

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: What-Comm E911 Operations 20-21 Amend1

X

Satpal Sidhu

2/5/2021

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0182	State Enhanced 911 Funds	(\$14,532)
	7220	Intergov Subsidies	\$14,532
	Request Total		\$0

1a. Description of request:

Washington State Military Department has allocated additional funding for a current grant which reimburses What-Comm Communications Center for eligible operating expenditures. The current grant contract will be amended and this additional funding will be directed to the new phone system costs.

1b. Primary customers:

City of Bellingham, What-Comm Communications Center

2. Problem to be solved:

What-Comm accesses this state funding by way of a pass-through grant from the local county government. The current subrecipient contract will be amended to increase the grant by \$14,532 for a total grant amount of \$63,701.

3a. Options / Advantages:

The intergovernmental grant agreement is a vehicle for accessing this fund source. The acceptance of these grant funds ultimately reduces the cost to the community for 911 services.

3b. Cost savings:

n/a

4a. Outcomes:

911 service cost reductions for our community due to stable subsidies

4b. Measures:

n/a

5a. Other Departments/Agencies:

City of Bellingham, What-Comm Communications Center

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

Greg Erickson, E911 Deputy Director of Operations

6. Funding Source:

Washington State Military Department

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 3165

Fund 1

Cost Center 4295

Originator: Suzanne Mildner

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: OppCo CDBG MEA Grant

X

Satpal Sidhu

2/5/2021

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.1422	HUD-CDBG	(\$250,000)
	6610	Contractual Services	\$250,000
	Request Total		\$0

1a. Description of request:

This request is for grant revenue from the Washington State Department of Commerce (CDBG Economic Opportunity Grant) which will pass through to Opportunity Council as subrecipient. The funding will be directed to the Microenterprise Assistance Program delivering assistance to eligible microbusinesses with a focus on home-based licensed child care providers and farm- and food-based businesses.

1b. Primary customers:

CDBG-eligible businesses in Whatcom and Skagit counties

2. Problem to be solved:

This grant is accessed through the local government in partnership with Opportunity Council who will oversee the delivery of services through the Microenterprise Assistance Program. Major components of the program include technical and financial assistance, including micro-grants. This will benefit up to 25 microbusinesses and target services to limited clientele with low- and moderate-incomes based on a household income-qualification process.

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

Up to approximately 25 microbusinesses will receive financial assistance during the contract period which ends January of 2023.

4b. Measures:

Ongoing beneficiary grant reports will be submitted with each grant invoice and a grant closeout report will be completed at contract completion.

5a. Other Departments/Agencies:

Opportunity Council as grant subrecipient

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

David Webster, OppCo's Director of Early Learning and Family Services oversees this program.

6. Funding Source:

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

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 3168

Fund 1

Cost Center 4296

Originator: Suzanne Mildner

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: OppCo CV1 Consortium Grant

X

Satpal Sidhu

2/22/2021

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.1422	HUD-CDBG	(\$472,459)
	6610	Contractual Services	\$472,459
	Request Total		\$0

1a. Description of request:

This request is for funding to support activities to prevent, prepare for and respond to coronavirus in partnership with Opportunity Council for the CV1 consortium area (Whatcom County and all its cities). The funding will result in increased CDBG-eligible public services including rent assistance, as well as providing microenterprise assistance.

1b. Primary customers:

CDBG-eligible households and businesses in Whatcom County

2. Problem to be solved:

This grant is accessed through the local government in partnership with our subrecipient, Opportunity Council, who will oversee the delivery of services through both their public services program as well as the microenterprise assistance program. CDBG-CV activities will prevent, prepare for, and respond to coronavirus.

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

Up to 160 persons are targeted to benefit from public services and rent assistance; additionally approximately 16 microenterprise businesses may benefit from receipt of this funding over the course of the contract period which ends 1/31/23.

4b. Measures:

Grant reports are required with submission of invoices and a grant closeout report will be submitted at the end of the contract period.

5a. Other Departments/Agencies:

Opportunity Council

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

Overseeing these programs are Greg Winter, Opportunity Council Executive Director and David Webster, Director of Early Learning and Family Services

6. Funding Source:

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

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 3179

Fund 1

Cost Center 4294

Originator: Suzanne Mildner

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: OppCo CDBG 2020 Housing Rehab

X

Satpal Sidhu

2/23/21

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.1422	HUD-CDBG	(\$500,000)
	6610	Contractual Services	\$500,000
	Request Total		\$0

1a. Description of request:

This is a new community development block grant from Washington State Department of Commerce, which will be passed through to Opportunity Council as subrecipient. It supports the OC's housing rehabilitation program for the benefit of low- to moderate-income residents in Whatcom, San Juan and Island Counties, and is targeting approximately 25 homes during the contract period.

1b. Primary customers:

Low- and moderate-income residents in Whatcom, San Juan and Island counties

2. Problem to be solved:

This State grant is required to pass through the local jurisdiction. Following the Council's approval of the grant application in March of 2020, the grant contract was awarded. A Subrecipient Agreement is being signed with Opportunity Council, who will complete the project scope of work and fulfill the grant requirements.

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

The Opportunity Council's program will provide direct benefit through rehab and repair projects for home improvement for approximately 25 low- and moderate-income households which will result in housing that is healthier, safer and more energy efficient. These projects will be completed over a 3 year period.

4b. Measures:

Progress reports will be submitted by OC. The final grant closeout report will occur after evidence of all grant requirements having been met; a final public hearing will be conducted at grant closeout.

5a. Other Departments/Agencies:

Opportunity Council and their partner community resource centers in San Juan and Island Counties.

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

Ross Quigley is the Director of the Home Improvement Department at Opportunity Council.

6. Funding Source:

HUD, through Washington State Department of Commerce's CDBG Program

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3167

Fund 1

Cost Center 1003519003

Originator: Donna Duling

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: FY18 Operation Stonegarden - 2021

X

Department Head Signature (Required on Hard Copy Submission)

Date

02/22/21

Costs:	Object	Object Description	Amount Requested
	4333.8705	St Homeland Sec Grt Prg	(\$93,942)
	6140	Overtime	\$68,708
	6210	Retirement	\$3,662
	6230	Social Security	\$5,256
	6259	Worker's Comp-Interfund	\$1,702
	6269	Unemployment-Interfund	\$69
	6410	Fuel	\$6,660
	6790	Travel-Other	\$7,885
	Request Total		\$0

1a. Description of request:

Supplemental Budget #2727 was approved in 2019 and #3042 was approved in 2020 for the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) FY18 Operation Stonegarden (OPSG) Grant Program award (W.C. Contract#201904015).

The total award was \$410,000 with 150,094 allocated to the Sheriffs Office and \$259,906 allocated for other law enforcement agencies (sub-recipients).

The Sheriffs Office used \$69,787.95 of this grant in 2019 and \$246,270.71 in 2020. Funds remaining total \$93,941.34, all for use by the Sheriff's office.

This supplemental budget is for the remaining allocation for the Sheriff's Office.

State and Local law enforcement agencies are not empowered to enforce immigration laws under the OPSG program.

1b. Primary customers:

Citizens of Whatcom County through increased capability of law enforcement to secure the international border.

2. Problem to be solved:

Budget authority is needed to use OPSG FY18 funds in 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. Daily Activity Reports will be

Friday, February 19, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3167

Fund 1

Cost Center 1003519003

Originator: Donna Duling

completed and sent to the Homeland Security Information Network.

4b. Measures:

The Whatcom County Sheriffs Office and U.S. Border Patrol Blaine Sector will monitor projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:

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

6. Funding Source:

Indirect federal grant from Washington State Military Department. Funds originate from U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) FY2018 OPSG Grant Program, CFDA No. 97.067.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3177

Fund 1

Cost Center 1003512001

Originator: Donna Duling

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: WASPC Traffic Safety Equipment Grant 2021

X

Bell Ego

02-22-21

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.2062	Traffic Safety	(\$9,240)
	6510	Tools & Equip	\$9,240
	Request Total		\$0

1a. Description of request:

The Washington Association of Sheriffs & Police Chiefs (WASPC) approved a Traffic Safety Equipment Grant in the amount of \$9,240 to purchase traffic safety equipment: \$4,200 for 3 radars, \$3,100 for 2 LIDARs, and \$1,940 for 4 field sobriety testing devices.

1b. Primary customers:

The Sheriffs Office and citizens of Whatcom County.

2. Problem to be solved:

Budget authority is needed to purchase traffic safety equipment authorized by WASPC and funded by Traffic Safety Equipment Grant.

3a. Options / Advantages:

Grant funds were awarded to purchase specific equipment listed in description 1a.

3b. Cost savings:

Cost savings of \$9,240.

4a. Outcomes:

Equipment received as a result of this grant will be used as part of the traffic safety program and will be distributed as part of the agency's commitment to traffic safety and active traffic enforcement. Purchase of this equipment will allow patrol units to increase their ability to enforce traffic violations.

4b. Measures:

Reports describing the use of the equipment and related enforcement activities will be submitted to WASPC by October 15, 2021.

5a. Other Departments/Agencies:

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

6. Funding Source:

Total estimated cost for purchase of this equipment is \$9,990 Federal funds of \$9,240 will be provided by the Washington Association of Sheriffs and Police Chiefs Traffic Safety Equipment Grant, and the remaining \$750.00 required for the purchase will come from existing Sheriffs Office budget.

The federal grant funds originate from the U.S. Department of Transportation, State and Community Highway Safety Program, CFDA #20.600 and #20.608

Tuesday, February 23, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Planning & Development Services

Planning

Suppl ID # 3170

Fund 1

Cost Center 2528

Originator: Matt Aamot

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Review & Eval. (Buildable Lands) Program Funding

X 

2-18-21

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0421	Commerce Grant	(\$33,324)
	6630	Professional Services	\$23,324
	6699	Other Services-Interfund	\$10,000
	Request Total		\$0

1a. Description of request:

The Washington State Legislature approved a bill in the 2017 legislative session that imposes new land use planning requirements on Whatcom County and the cities. The County and cities are now required to review past development patterns and compare them to the planned growth envisioned in the Comprehensive Plan. If the actual growth deviates from planned growth, then local jurisdictions will need to take reasonable measures to address the situation. This process includes developing a public participation approach, County/City coordination, countywide planning policies, data collection and analysis, developing a methodology to conduct the buildable lands evaluation, developing preliminary draft housing element revisions in the Comprehensive Plan (if necessary), and issuing a "Review and Evaluation Program" report.

1b. Primary customers:

The public and partner cities.

2. Problem to be solved:

The Washington State Legislature approved Engrossed Second Substitute Senate Bill 5254 in 2017. This new legislation, relating to the Growth Management Act and Buildable Lands, imposes new requirements on Whatcom County and the cities. This request is to utilize grant money from the State to facilitate compliance with this new law.

3a. Options / Advantages:

The State has allocated:

o\$225,000 to Whatcom County for state fiscal year 2020 (July 1, 2019 – June 30, 2020); and

o\$225,000 to Whatcom County for state fiscal year 2021 (July 1, 2020 – June 30, 2021);

These funds will be used for reimbursing County staff time and other expenses, reimbursing city expenses, and consultant work on the buildable lands program. The other option would be for the County (and cities) to fund the work without assistance of the State.

3b. Cost savings:

The State allocated a total of \$450,000 to Whatcom County. These state funds will save the County and cities from spending local funds to comply with this new state mandate.

4a. Outcomes:

Task # 1 - Public Participation – Develop and implement public participation approach for the Review and Evaluation Program.

Task # 2 - City/County Coordination - County/City collaboration to develop a unified Review and

Thursday, February 18, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Planning & Development Services

Planning

Suppl ID # 3170

Fund 1

Cost Center 2528

Originator: Matt Aamot

Evaluation Program approach.

Task # 3 - Countywide Planning Policies - Develop and adopt County-wide Planning Policies (CWPPs), in consultation with cities, to establish the buildable lands program.

Task # 4 - Data Collection and Analysis - Collect annual data to the extent necessary to assess achieved development densities and land suitable for development and conduct preliminary analysis of data.

Task # 5 - Methodology - Develop Whatcom County Review and Evaluation (Buildable Lands) Program Methodology.

Task # 6 - Review and Evaluation Program Report – Issue Review and Evaluation Program Report required by RCW 36.70A.215 by June 30, 2022.

Task # 7 - Preliminary draft housing element revisions.

Task # 8 - On-Going Implementation - Develop procedures and estimate resources needed for on-going implementation of the Review and Evaluation Program.

Task # 9 – Project management

Tasks funded by the State grant will be completed by June 30, 2021. Subsequently, the County and cities will continue to work on this project and issue the Final Review and Evaluation Program Report by June 30, 2022, as required by the Growth Management Act.

4b. Measures:

Work products including countywide planning policies, development and regulatory data collected in spreadsheets, methodology, Review and Evaluation Program Report, preliminary draft housing element amendments, and user manual for the program.

5a. Other Departments/Agencies:

The County's Public Works Department will conduct research on permits. The County's Information Technology Department will provide permit reports.

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

Sanja Barisic (Public Works) - Conducting research on permits (stormwater facilities).

Ben Glassett (AS - Information Technology) - Producing permit reports.

6. Funding Source:

The State Department of Commerce (state grant)

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3175

Fund 1

Cost Center 660420

Originator: Kathleen Roy

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: DOH COVID Coordinated Response Grant Increase

X 

Department Head Signature (Required on Hard Copy Submission)

2/22/21

Date

Costs:	Object	Object Description	Amount Requested
	4333.2110	COVID-19 Local CARES	(\$230,646)
	4334.0492	COVID GFS LHF Regional	(\$1,000,000)
	6610	Contractual Services	\$400,000
	Request Total		(\$830,646)

1a. Description of request:

The Health Department is requesting authorization for new dedicated funding from the State for the COVID-19 response to augment CARES Act monies which end June 30, 2021.

The WA State Department of Health (DOH) has awarded the Health Department an additional \$1M State general fund grant effective Jan 1, 2021 through 6/30/21 to support the Health Department's COVID response work. This funding will decrease the burden upon the general fund and allow the Health department to cover the increased expenses such as the Isolation and Quarantine Facility.

In addition, \$230,646 of this Covid-19 Coordinated Response Grant (formerly referred to as the BITV Box in the Virus Grant) was unspent as of 12/30/20. DOH extended use of these funds through 6/30/21 and we are requesting expenditure authority for these funds as well.

This funding will be utilized for salary expenses for Health Department staff working on the COVID response, operation and coordination expenses for the Isolation and Quarantine Center, testing subcontractors and site expenses and vaccination planning.

1b. Primary customers:

Whatcom County Residents who are directly or indirectly impacted by the Covid-19 pandemic crisis.

2. Problem to be solved:

The COVID-19 pandemic has resulted in a health, economic and social crisis. Reopening our local economy and protecting the health of our residents depends upon our ability to mitigate the spread of the highly contagious and potentially life-threatening COVID-19 virus.

3a. Options / Advantages:

The ability to maintain aggressive contact tracing, surveillance and testing will be fundamental to protecting vulnerable populations as Whatcom County takes steps to reopen and residents begin returning to their daily lives. In addition, the ability to increase access to COVID-10 vaccination in our community will improve the rate at which we can return to business, school and gathering as usual.

3b. Cost savings:

Utilizing new coronavirus grant funds will lessen the burden upon County general fund to cover costs related to mitigating the spread of COVID-19.

4a. Outcomes:

These funds will improve the Health Department's ability to assist the community in reopening as quickly and safely as possible.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3175

Fund 1

Cost Center 660420

Originator: Kathleen Roy

4b. Measures:

Five day a week testing, with a capacity of 2500 tests/week; 90% of cases called within 24 hours; 80% of contacts called within 48 hours; daily monitoring of all people in isolation and quarantine; timely contact with businesses, schools, day cares, healthcare organizations, and long term care facilities.

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

WA State Department of Health Consolidated Contract - State General Funds and Federal Covid Relief Funding

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3176

Fund 1

Cost Center 627221

Originator: Cindy Hollinsworth

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: WA Department of Health Vaccination Grant

X 

Department Head Signature (Required on Hard Copy Submission)

2/22/21

Date

Costs:	Object	Object Description	Amount Requested
	4333.9626	DOH COVID-19 Vaccine Svcs	(\$35,076)
	6610	Contractual Services	\$25,000
	Request Total		(\$10,076)

1a. Description of request:

The Health Department requests expenditure authority of additional federal CARES funding distributed through the Washington State Department of Health (DOH) to promote immunizations and improve vaccine rates. This is an established funding source with additional allocation specifically for COVID-19 vaccine services. The DOH Consolidated Contract contains multiple awards for a variety of health department key programs. In particular, this grant award will be used for contractual services and salaries to support vaccine services planning. The Health Department's primary role is to build community capacity and infrastructure for vaccine distribution, storage and administration. The Health Department will work with local vaccine providers to coordinate a systematic approach to equitable distribution of COVID-19 vaccine.

1b. Primary customers:

Whatcom County residents who become eligible for COVID-19 vaccine and the providers and pharmacies who will deliver the vaccine through the state priorities.

2. Problem to be solved:

Vaccination is one of the next steps in response to the COVID-19 pandemic and access is rapidly increasing. Whatcom County is rural and urban with a large diversity in residents' needs; there are various challenges with access.

3a. Options / Advantages:

These additional funds will support partner engagement, ensuring priority populations and those who experience health disparities have access to the vaccine, provider enrollment, communications and education and monitoring, evaluating and improving how vaccines are distributed in Whatcom County

3b. Cost savings:

Support creation and sustainability of an equitable system to provide vaccine to community members, decrease significant health events related to the impact of COVID-19.

4a. Outcomes:

- Build community capacity and infrastructure for vaccine distribution, storage, administration.
- Adopt and operationalize the DOH's equitable vaccine allocation framework.
- Ensure the enrollment of Whatcom County medical providers for vaccine distribution.
- Initiate or participate in conversations and microplanning with health care systems and partners to create access points for vaccination.
- Identify Whatcom County's priority populations using the DOH equitable allocation framework.
- Ensure vaccine distribution per the equitable allocation framework throughout Whatcom County, including ensuring that priority populations who don't access primary care can access the vaccine.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3176

Fund 1

Cost Center 627221

Originator: Cindy Hollinsworth

4b. Measures:

Increase in accessibility to appointments for vaccine administration in Whatcom County.

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:

Federal CARES funds through the Washington State Department of Health, Child Vaccine Program.

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3178

Fund 109

Cost Center 10928

Originator: Stacy Henthorn

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Center for Tech and Civic Life Grant Carry Over

X

Stacy Henthorn for Dana Bradnick

2/23/2021

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$32,945)
	6320	Office & Op Supplies	\$7,945
	6510	Tools & Equip	\$15,000
	6630	Professional Services	\$10,000
	Request Total		\$0

1a. Description of request:

The Election division applied for and was awarded a grant through Center for Tech and Civic Life to be used by December 31, 2020 for the purpose of planning and operating safe and secure election administration. We applied for and received an extension to spend the remainder of these funds on ballot numbering hardware for scanners, drop box installation, and election supplies by June 30, 2021.

1b. Primary customers:

Voters and elections staff.

2. Problem to be solved:

The awarded grant was not fully expended by December 31, 2020. We received an extension to expend the remainder of the grant funds by June 30, 2021. The grant funds will allow us to install a repurposed official drop box in the Barkley area and then complete installation of the two large official drop boxes purchased in 2020. We also are adding ballot numbering hardware to our scanners.

3a. Options / Advantages:

There are no other options.

3b. Cost savings:

N/A

4a. Outcomes:

The ballot numbering hardware will be installed on the ballot scanners for the August primary election. The official drop box in Barkley village and installation completion on the other two drop boxes will be completed by August primary election.

4b. Measures:

Installations are completed.

5a. Other Departments/Agencies:

No

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

No

6. Funding Source:

Center for Tech and Civic Life grant monies of \$32,945.00.

Supplemental Budget Request

Parks & Recreation

Suppl ID # 3163 Fund 126 Cost Center 126200 Originator: Rod Lamb

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Birch Bay Beach Park Frontage & Site Improvements

X

Department Head Signature (Required on Hard Copy Submission)

Date

2-24-21

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$23,000
	7060	Repairs & Maintenance	\$145,000
	Request Total		\$168,000

1a. Description of request:

This project includes improving the frontage of Birch Bay Beach Park, and renovating the large open turf area within the park property. Specifically, work will include removing a chain-link fence that is in disrepair, demolishing existing asphalt roads, installing a new fence along the frontage, top-dressing the turf areas with imported topsoil and reseeding the main turf area, and installing park entrance and informational signage.

1b. Primary customers:

Whatcom County residents, and visitors to the community of Birch Bay.

2. Problem to be solved:

Since acquiring the park property, Parks has completed a community driven master plan to guide future development of the park. However, funding needed to complete the park as envisioned by the community is currently unavailable. This initial improvement will allow the community to safely utilize the park property for day-use and sanctioned community events.

3a. Options / Advantages:

To reduce impacts to local funding sources, Parks has applied for grant funding from the State Recreation and Conservation Office during the last two grant cycles. Unfortunately, Parks was unsuccessful in being awarded matching funds for the proposed improvements.

Parks could choose to not make the proposed improvements, and simply keep the facility in it's current state, however some of the field conditions are cause concern for user safety. The chain-link fence is also in disrepair, missing some top railing, and the webbing is ripped in sections. The existing asphalt has settled, causing cracking causing a tripping hazard, and severely limits public enjoyment of the park for picnicking and free-play.

3b. Cost savings:

This project proposes a minimum level of improvement to safely open the park for public use. No other cost saving measures are proposed.

4a. Outcomes:

The conclusion of this effort will result in the initial phase of park development at Birch Bay Beach Park. The modest development will allow Parks to open the facility for day-use activities, and set the stage for future development phases as funding becomes available.

4b. Measures:

When the scope of work defined in this proposal are installed, and the park is open will demonstrate that the effort has come to conclusion. Success will be measured by Birch Bay Beach Park being open and actively used by residents, and visitors to Birch Bay.

Wednesday, February 24, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Parks & Recreation

Suppl ID # 3163

Fund 126

Cost Center

Originator: Rod Lamb

5a. Other Departments/Agencies:

Coordination between Parks and Public Works is necessary to statgezize the planned road improvements scheduled for 2022 and the proposed park improvements are compatible.

Planning & Development Services will also be engaged in permitting the proposed improvents

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

Unknown at this time

6. Funding Source:

Parks Special Revenue Fund - Fund 126

WHATCOM COUNTY

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



Mark Personius, AICP
Director

Memorandum

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

THROUGH: Mark Personius, PDS Director *MP*

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: February 11, 2021

SUBJECT: Supplemental Budget Request for Additional Contracting for PDR Program

Introduction

The Whatcom County Purchase of Development Rights (PDR) Program was established in 2002 to protect farmland from development. The program expanded in 2018 to also protect working forestland and important ecological areas as secondary goals. Since 2004, the PDR Program has successfully purchased 179 development rights, protecting 1,500 acres through the placement of 30 conservation easements. Grant funding was obtained to support 52% of the cost of these easements.

Background and Purpose

The Purchase of Development Rights Oversight Committee (PDROC) has identified that additional support is needed to pursue grant funding for forestry and ecological conservation easement applicants. This request will provide funding for services to produce a comprehensive list of all available grant funding for the PDR Program and provide assistance with grant writing.

The PDROC has also recognized that additional outreach is needed to ensure the PDR Program is protecting the most valuable lands. This request will support obtaining services to provide assistance with marketing and production of outreach materials, such as mailers, brochures, newsletters, video, maps, and GIS analysis.

This request is to use Conservation Futures Funds.

PDR Contracting- Supplemental Budget Request

\$38,000.00

Request Summary

This request is for services to assist County staff with grant consulting, grant applications, and outreach for the Purchase of Development Rights Program. The goal is to obtain more grant funding to support the PDR Program and increase landowner participation in the Program so the most optimal lands are being protected. This request is to use Conservation Futures Funds.

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

Supplemental Budget Request

Status: Pending

Planning & Development Services

Planning

Suppl ID # 3171

Fund 175

Cost Center 17550

Originator: Becky Snijder van Wissenke

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Contracting for PDR Program

X



2-18-21

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$38,000
	Request Total		\$38,000

1a. Description of request:

The proposed service will assist County staff with grant consulting, grant applications, and outreach for the Purchase of Development Rights Program (PDR). The goal is to obtain more grant funding to support the PDR Program and increase landowner participation in the Program so the most optimal lands are being protected.

1b. Primary customers:

This service supports the Purchase of Development Rights Program. The community at large benefits from the PDR Program due to the permanent protection of the land. Protected land will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits include support for the agricultural and forestry economies, improved wildlife habitat, and improved water quality are among the benefits for the community.

2. Problem to be solved:

The focus of the Purchase of Development Rights Program is to permanently protect agricultural lands, forestry lands, and important ecological areas from conversion. In order to protect the most optimal lands, additional outreach is needed to gain the interest of landowners who own large tracts of land. The Program also expanded in 2018 to include forestry lands and important ecological areas, so exploration of grant funding to support such acquisitions is needed.

3a. Options / Advantages:

The Purchase of Development Rights Oversight Committee previously requested additional County staff to support the PDR Program. This request was denied, and as an alternative it was suggested to consider contracting for services to support the PDR Program.

3b. Cost savings:

This request will provide support for obtaining grant funding for the PDR Program. One successful grant application is anticipated to bring in \$50,000 to \$100,000 in funding for the PDR Program, which exceeds the \$38,000 investment of this request.

4a. Outcomes:

Outcomes to be delivered include producing a comprehensive list of all available grant funding to support the PDR Program, assistance with grant writing, assistance with marketing, and production of outreach materials, such as mailers, brochures, newsletters, video, maps, and GIS analysis.

4b. Measures:

The outcomes are tangible items to be delivered to County staff. Success can also be measured by grant funding obtained and landowner participation.

5a. Other Departments/Agencies:

The work will be completed specifically for the PDR Program, however the success of the PDR Program

Supplemental Budget Request

Status: Pending

Planning & Development Services

Planning

Suppl ID # 3171

Fund 175

Cost Center 17550

Originator: Becky Snijder van Wissenke

ties into the broader watershed management taking place in Whatcom County.

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

N/A

6. Funding Source:

Conservation Futures Fund (as requested)



Memorandum

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

THROUGH: Mark Personius, PDS Director *mp*

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: February 11, 2021

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

Introduction

The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 179 development rights on 1,500 acres through 30 conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of an agricultural conservation easement on the Martin property. On January 26, 2021, Whatcom County Council approved the PDR Program Administrator and County Executive to proceed with the acquisition of this easement through Resolution 2021-004. This supplemental budget request includes all costs associated with closing of this agricultural conservation easement, including easement cost, easement monitoring fees, baseline documentation fees, and associated closing costs. This request will support completion of the PDR process on this property.

Background and Purpose

Completion of the Martin agricultural conservation easement will remove 1 development rights and add an additional 53.99 acres to the total protected acreage in Whatcom County. Whatcom Land Trust has developed a baseline condition report for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

The Purchase of Development Rights Oversight Committee has selected the Martin conservation easement to receive funds from the Ag Mitigation Fee payment. These funds represent 50% of the actual easement cost.

This request is to use Conservation Futures Funds.

Martin - PDR Supplemental Budget Request

Martin Agricultural Conservation Easement	\$160,000.00
- Easement monitoring and enforcement	\$18,000.00
- Background Documents preparation	\$2,000.00
- Escrow and closing costs	\$2,000.00
Subtotal	\$182,000.00
- Reimbursement from Ag Mitigation Fee	(\$80,000.00)
Net cost to Whatcom County after reimbursement	\$102,000.00

Request Summary

This request is consistent with Resolution 2021-004, which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the agricultural conservation easement on this property. The conservation easement will be completed and recorded by June 2021.

This request is to use Conservation Futures Funds.

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

Supplemental Budget Request

Status: Pending

Planning & Development Services

Planning

Suppl ID # 3172

Fund 175

Cost Center 17550

Originator: Becky Snijder van Wissenke

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Martin Agricultural Conservation Easement PDR

X



2-18-21

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4345.8140	Ag Mitigation Fee	(\$80,000)
	6610	Contractual Services	\$18,000
	7320	Land	\$164,000
	Request Total		\$102,000

1a. Description of request:

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

1b. Primary customers:

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

2. Problem to be solved:

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

3a. Options / Advantages:

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

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff, and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent working land development pattern in a given area. Maintaining a critical mass of viable working lands helps support the economy.

4a. Outcomes:

This easement will result in the permanent protection of 53.99 acres of agricultural land and associated ecosystems.

Supplemental Budget Request

Status: Pending

Planning & Development Services

Planning

Suppl ID # 3172

Fund 175

Cost Center 17550

Originator: Becky Snijder van Wissenke

4b. Measures:

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

5a. Other Departments/Agencies:

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

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

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

6. Funding Source:

Conservation Futures Fund (as requested)

Therefore the total coming out of will be \$182,000.00, with \$80,000.00 in funding coming from the Ag Mitigation Fee fund. The net expenditure after income realized will be \$102,000.00.

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3164

Fund 324

Cost Center 32400

Originator: Kraig Olason

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: REET Contrib. Academy Road Stormwater Imp Phase II

X



2/19/21

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.123	Operating Transfer Out	\$63,165
	Request Total		\$63,165

1a. Description of request:

The Academy Road Project Phase 1 was initiated on June 1, 2015. This project was a joint Whatcom County and City of Bellingham stormwater retrofit project focused on improving water quality in the Lake Whatcom Watershed. Whatcom County provided funding for the design and construction of the project, the City of Bellingham provided the property. The project construction began in the summer of 2015 and received final completion in May of 2016.

Phase 1 of the project was completed in 2016 with a remaining balance of \$63,165. This money was returned to REET II fund. The project has never met design treatment expectations due partially to excessive sediment fouling the treatment media in the treatment cells, greater quantity of flows than anticipated and a continuous base flow that didn't provide the treatment media sufficient dry out periods. At this time, the Academy Road project is requesting that the \$63,165 of REET II funding be appropriated to be used as a portion of the design related upgrade costs required to bring the Academy Road project fully on line.

1b. Primary customers:

The City of Bellingham will be taking over the operation and management of this facility upon the successful completion of this upgrade. The 100,000 people and associated businesses that rely on Lake Whatcom are also beneficiaries of this project which is intended to have a long service life.

2. Problem to be solved:

Whatcom County's investment in the Academy Stormwater Improvement Project is well over one million dollars. The City of Bellingham has also contributed the site which included demolishing an existing house. The value of lakeside real estate and the level of investment to date in this project justifies optimizing the performance of this under performing system. The City of Bellingham is currently unwilling to accept the project without improvements. The initial county/city agreement contemplated the city accepting the project functioning within the design parameters which the system is currently unable to do without upgrades.

3a. Options / Advantages:

After consulting with staff from the City of Bellingham's Stormwater and Maintenance and Operations divisions, Whatcom county solicited proposals for qualified firms to perform an evaluation of the Academy Road Stormwater Facility. In May of 2018, Whatcom County contracted with a local consulting firm to conduct that evaluation. The scope of the consultants contract and results were shared with City of Bellingham staff.

The three main areas evaluated were:

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3164

Fund 324

Cost Center 324100

Originator: Kraig Olason

Are flows entering the treatment system higher than expected?
Are levels of Total Suspended Solids and debris entering the treatment system higher than expected?
Is the hydraulic conductivity of the treatment media lower than expected?

The guidance provided while useful was not intended to provide engineering level specifications for modifications to the system. Recommendations were divided between options possible to improve basic functioning (Tier 1), options for increasing performance within the existing structures (Tier 2) and options for increasing performance through additions to the existing facility (Tier 3). The report also recommended some near term (immediate) activities that could be done.

Since the completion of the report, the City of Bellingham has installed a pipe to greatly reduce the off site sediment entering the system, Whatcom County has initiated a water quantity monitoring study to verify actual flow rates as well as making minor modifications to improve existing performance of the system.

Options reviewed were, do nothing or make minor adjustments, increase performance to as close to original design phosphorus removal as possible using existing footprint as much as possible and redesign and construct an optimum phosphorus removal option.

We anticipate moving forward with the aim to achieve as close to the original design phosphorus removal as is feasible.

3b. Cost savings:

Cost savings would result by improving efficiency of phosphorus removal. The TMDL requires the county and City of Bellingham to provide phosphorus removal where possible. The opportunities for installing systems of this size are limited within the Lake Whatcom watershed. Increasing the efficiency of the existing system is potentially more cost effective than leaving the system as is and developing new systems to remove phosphorus from the same basin area.

The total project costs will exceed 1.5 million dollars to date. The potential that area treated is actually bigger than initially determined could contribute up to 50% more phosphorus. This project seeks to maximize the benefit of the current investment by adding additional treatment capacity to the same site. Every additional pound of phosphorus treated is leveraging the existing investment. For example, the current estimated treatment is 40 lbs annually. Since the system is off line half of the time then it is safe to use 20 pounds annually as the total treated amount. Calculating the cost per pound of phosphorus for treating the design target of 40 lbs at 1.5 million, the per pound cost is \$37,500. If you reduce that to 20 pounds, which is now the case since the system is off line 50% of the time, the per pound cost is \$75,000. Investing another \$500,000 to achieve the original design treatment rate of 40 pounds would provide a \$50,000 per pound treatment rate. If the system could be upgraded to treat 60 pounds for that same extra \$500,000, the cost per pound would be \$33,334 per treated pound.

An average construction cost per treated pound for the watershed has been calculated at around \$50,000 per pound, which would be the original design outcome.

4a. Outcomes:

The outcome to be delivered is that the phosphorus removal system delivers the treatment of 40 pounds of phosphorus annually. Currently the system is run at half capacity which at best is providing 20 pounds of removal annually. Based on our recent evaluation, the contributing area is about 50% larger than initially determined which would potentially generate closer to 60 pounds of phosphorus annually. If it is reasonably feasible through the upgrade, the system would ideally treat 60 pounds annually.

4b. Measures:

Two options are available to determine if we have met our outcome goals. The first is to modify the system to provide continuous treatment, which would include multiple treatment cells to allow for adequate dry out period. The second would be to include regular performance sampling.

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3164

Fund 324

Cost Center 324100

Originator: Kraig Olason

The project is currently operated by the City of Bellingham Maintenance and Operations Department. At present the system is working at 1/2 capacity as the existing system is run online every other day to allow the media to have some dry out, which is essential for the media to provide phosphorus removal. Part of the up grade will further automate the system operation to reduce the time commitment for future operations.

The other group impacted is the Stormwater Division of Whatcom County Public Works. Design and construction management as well as project coordination with the City of Bellingham will fall to Stormwater staff.

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

For Whatcom County, Kraig Olason and Kevin Thompson will be the primary responsible individuals. For the City of Bellingham Mike Olinger, Assistance Director of Operation, Public Works, will be the county's primary contact.

6. Funding Source:

The funding source for this request is REET. The amount requested (\$63,165) was the remaining balance from the Academy Phase 1 project. These funds were returned to REET following the conclusion of Phase 1.

Supplemental Budget Request

Parks & Recreation

Suppl ID # 3161 Fund 326 Cost Center 3.26E+08 Originator: Christ Thomsen

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Plantation Indoor Range HVAC and Roof Replacement

X

Department Head Signature (Required on Hard Copy Submission)

2-24-21

Date

Costs:	Object	Object Description	Amount Requested
	4334.0271	RCO Grant	(\$259,013)
	7350	Buildings & Structures	\$1,070,296
	Request Total		\$811,283

1a. Description of request:

This request is to re-appropriate 2020 project funds and increase the total funding package for the Plantation Indoor Range HVAC and Roof Replacement project at Plantation Range.

The project was bid in October 2020 (Bid # 20-51). All bids received exceeded the available budget. The lowest responsive responsible bid total is \$976,159. At the time, available funding for construction was \$796,745. This included a combination of REET I and Washington State Recreation and Conservation Office (RCO) Firearms & Archery Range Recreation Grant Program (FARR) funds. Because insufficient funding, a contract was not awarded. Further, as a result of the COVID-19 pandemic, the lead time for HVAC equipment manufacturing necessary for the project nearly tripled effecting the ability to encumber RCO funds prior to the expiration of the grant contract.

To move the project forward, an additional \$276,099 is needed. This includes \$205,984 which provides sufficient funding for construction and \$70,115 in additional funding miscellaneous work and contingency. Total miscellaneous work and contingency equals approximately 10% of the project budget.

Total 2021 request is \$1,070,296 including \$811,283 REET I and \$259,013 FARR grant funds. REET I funds consist of \$535,184 re-allocation and \$276,099 in supplemental (new) funding.

Additionally, a time extension was required on the RCO grant. On January 26, 2021, the Recreation and Conservation Funding Board approved a time extension for the grant through December 31, 2021.

1b. Primary customers:

Visitors to the Plantation Range and contracted Law Enforcement and educational agencies are the primary customers of this project. The Range serves over 16,000 recreational shooters and host over 290 enforcement and education agency training days annually. Range revenue for 2019 was \$245,918.

2. Problem to be solved:

The indoor range is in need of a new HVAC system and roof. The existing HVAC system, which filters lead and other airborne contaminants, is over 36 years old and the roof was last replaced in 1995. Both are well past their design service life. The roof is leaking in several locations. Failure to repair the roof risks damage to the structure itself. The range cannot be used without a functioning HVAC system.

In response, the County dedicated funding through REET I and secured grants from RCO for the design, permitting, and construction associated with these replacements.

In October of 2020, the project was bid (Bid #20-15). Three local companies bid on the project. The bids, for Base Bid + Alternative B, were as follows:

Wednesday, February 24, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Parks & Recreation

Suppl ID # 316 Fund 326 Cost Center 3.26E+08 Originator: Christ Thomsen

Trico Companies, LLC = \$976,159
Tiger Construction, LDT = \$1,014,734
Boss Construction, Inc. = \$999,513

These bids exceeded available project funding. Funds sufficient to cover construction costs is necessary before a contract can be awarded.

For clarification:

The Base Bid includes reroofing the building and replacing the HVAC system.

Alternative A is the same as the Base Bid; instead of reroofing, installs recovery board and new single ply membrane, overlaying the existing roof.

Alternative B adds removing the existing standing seam metal roof and installing new

3a. Options / Advantages:

Three options were considered.

1) Move forward with the project as bid selecting Base Bid plus Alternative B. This is the preferred option as it meets the project scope for air quality within the indoor range, building preservation, and employee safety while providing for continuation of operation at existing service level. Further, it preserves current RCO funding, permits are in hand, and construction costs are known.

2) Return to the design phase and consider redesign for cost savings. This option is not preferred because value engineering considerations have already been made or considered. In particular, previous value engineering evaluations lead to 1) Alternative A to overlay the existing roof instead of replacement, 2) Alternative B to replace the standing seam metal roof, 3) modifying the air handling unit control system for cost savings with same functionality, and 4) the conclusion that additional cost savings efforts through modifying air handling unit specifications would create a system that does not meet air flow requirements for an indoor range.

3) Do not move forward with the project at this time. This is the least preferred option as it defers critical maintenance and puts the continued use of the facility at high risk.

3b. Cost savings:

It is anticipated there will be cost savings associated with supplies and labor required to maintain the system. Currently, because the system is roof mounted, two or more employees are required to be on the roof when maintaining or servicing the unit. The new system will be installed at ground level and will require fewer employees during maintenance and service activities. Additionally, the new system includes monitoring equipment that indicates when particular services are required; such as filter media replacement. This means maintenance moves from a set schedule, whether it is needed or not, to an on-demand program.

4a. Outcomes:

The Plantation Indoor Range HVAC system and roof are replaced by December 31, 2021.

4b. Measures:

Installation of the HVAC system is complete and operation is certified. The roof is replaced.

5a. Other Departments/Agencies:

Whatcom County Planning and Development Services is responsible for issuing permits and permit related inspections for this project.

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

Planning and Development Services staff as assigned to the project for permitting and inspection services.

6. Funding Source:

REET I Funds: \$811,283
RCO FARR Grant: \$259,013

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 3174

Fund 332

Cost Center 332407

Originator: Rob Ney

Year 1 2021

Add'l FTE ☐

Priority 1

Name of Request: NW Annex Redevelopment

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6190	Direct Billing Rate	\$4,000
	6630	Professional Services	\$41,000
	Request Total		\$45,000

1a. Description of request:

In April of 2020 the Council authorized a budget of \$100,000 for Facilities Management to perform a feasibility study for the Northwest Annex site. The intent of this effort was to further the County's position in having a shovel ready project, should Federal Funding become available.

In June of 2020 the Council approved a contract to RMC Architects to perform these services. Since that time, RMC has been analyzing the site and has developed a concept plan for the site.

At the February 9th Finance Committee, the Council heard a presentation from RMC on this project. The Council directed staff to further refine the project, including tenant improvement space planning and other tasks that will further this project to be truly "shovel ready".

This request, along with the establishment of a project based budget, is to provide the funding necessary for that next phase of project development.

1b. Primary customers:

It is believed that initially the Northwest Annex employees, along with Public Works Administration and Environmental Health would occupy building 1. The customers for this project include any citizen that will receive a permit from Whatcom County.

2. Problem to be solved:

Facilities Management desires to replace the Northwest Annex facility. The facility is over 100 years old and the building is not worthy of substantial investment. A new complex that can replace the Northwest Annex is desired. This effort will continue the desire to get this project shovel ready.

3a. Options / Advantages:

The only other option is to continue to occupy Northwest Annex and continue to invest in a decapitated building.

Replacing the Northwest Annex is the most economically feasible option. Getting this project shovel ready is desirable so the County can seek Federal funds to build the new complex.

3b. Cost savings:

This effort does not contain a cost savings component. The real savings will come from decreased maintenance when a new building is occupied on the site.

4a. Outcomes:

If approved, the next Phase of design work is anticipated over the next 4-5 months.

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 3174

Fund 332

Cost Center 332407

Originator: Rob Ney

Once the deliverables are presented by the Architect team.

4b. Measures:

When the County receives stimulus or grant money to help fund a new construction project on the site.

5a. Other Departments/Agencies:

The ultimate impact will be when we move the current Northwest Annex employees to a new facility.

All County departments receiving permits from the County should see a positive impact in a "One Stop Shop" northwest annex permit center.

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

Rob Ney, Project & Operations Manager

6. Funding Source:

EDI Fund



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-155

File ID:	AB2021-155	Version:	1	Status:	Agenda Ready
File Created:	03/03/2021	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Lease Agreement between Whatcom County Flood Control Zone District and Brian Mellema for the annual amount of \$3,537.53 (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This lease agreement is a renewal of an existing agricultural lease on Flood Control Zone District property located on River Road

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Lease Agreement, Property Aerial

JON HUTCHINGS
DIRECTOR



CIVIC CENTER
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 676-6876
FAX: (360) 738-2468
www.whatcomcounty.us

MEMORANDUM

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

THROUGH: Jon Hutchings, Director *JH*

FROM: Andrew Hester, Real Estate Coordinator *AH*

RE: Lease Renewal for Whatcom County Flood Control Zone District Property

DATE: March 10, 2021

Enclosed are two (2) originals of the lease agreement between Whatcom County Flood Control Zone District (FCZD) and Brian Mellema (Tenants) for your review and signature.

▪ **Background and Purpose**

This is a renewal of an existing lease agreement that will allow the Tenants to continue to use the FCZD owned property located on River Road, tax parcel 400236 190361 0000 for agricultural purposes.

▪ **Funding Amount and Source**

The terms of this lease are \$3,537.53 per year, which includes the leasehold tax of 12.84%, for 5 years. The rent paid will be deposited into the Flood Control Zone District budget.

Please contact Andrew Hester at extension 6216, if you have any questions or concerns regarding this lease renewal.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

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

THIS INDENTURE OF LEASE is made this _____ day of _____, 2021, and entered into by and between WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation in the State of Washington, hereinafter called the "FCZD," and BRIAN MELLEMA, hereinafter called the "TENANT."

WHEREAS, FCZD owns property on River Road, which was purchased from the Washington State Department of Natural Resources in 2008; and

WHEREAS, at the time the property was purchased, the property was being leased and FCZD became the lessor of that lease; and

WHEREAS, the TENANT currently leases the property and that lease's original term expired on January 1, 2020; and

WHEREAS, the TENANT has remained in possession of the leased premises in accordance with Section 3 of the lease; and

WHEREAS, the lease has a renewal clause that the FCZD may, at its sole discretion, exercise to renew the lease for an additional term, said term to be mutually agreed upon by FCZD and TENANT, but in any event to be no longer than five (5) additional years; and

WHEREAS, Whatcom County Public Works River & Flood staff is supportive of renewing the lease; and

WHEREAS, in accordance with RCW 86.15.080, the FCZD may lease surplus lands in a manner consistent with RCW 36.34; and

NOW THEREFORE, the FCZD, in consideration of \$3,537.53 per year, which includes leasehold tax at the rate hereinafter specified, and the terms, conditions, covenants and performances contained herein, MUTUALLY AGREES with TENANT that:

The FCZD does hereby lease to the TENANT and TENANT does hereby lease from the FCZD the premises (the "leased premises"), designated by the Whatcom County Assessor as tax parcel number 400236 190361 0000, consisting of 20.9 acres that are cultivatable, as further described on Exhibit "A" attached hereto and by this reference incorporated herein.

1. TERM. The term of this lease shall be for **Five (5)** years COMMENCING ON THE DATE OF EXECUTION OF THIS LEASE BY the County Executive, acting on behalf of the FCZD Board of Supervisors and terminating on January 1, 2025 ("Lease Term").

2. TERMINATION: Either the FCZD or the TENANT may terminate this agreement without cause by giving written notice to the other party one hundred eighty (180) days in advance of the effective date of termination. If such notice is given by either party, any rent or refund owing shall be determined by proration on a daily basis, and lessor may, for money owing by the TENANT, draw funds from the Security Deposit.

3. HOLDING OVER. In the event the TENANT shall hold over or remain in possession of the leased premises with the consent of the FCZD after the expiration of the stated term of this lease, or any written extension or renewal of the term of this lease, such holding over or continued possession shall create a tenancy from month to month only, upon the same terms and conditions as are herein set forth, to the extent said terms and conditions apply.

4. SECURITY DEPOSIT. TENANT paid previously the sum of \$ 1,000.00 ("Security Deposit"), and/or other security required under Exhibit B, Section 12 as approved by the Prosecuting Attorney's Office, as partial security for the performance by TENANT of its obligations under this Lease. The FCZD may at any time apply such Security Deposit against any loss or damage suffered by reason of any default by TENANT under this Lease, including, without limitation, the cost of cleaning and repairing the leased premises caused by the actions of TENANT, but the FCZD shall return any remaining portion of the security deposit to TENANT within thirty (30) days after termination of the Lease or after all remaining financial obligations of the TENANT have been satisfied, whichever is later. If any portion of the security deposit is used or applied by the FCZD at any time, TENANT will upon demand deposit additional cash, or

other security in a form approved by lessor, to the security deposit to restore it to its original amount. The FCZD's obligations with respect to the security deposit are those of a debtor and not of a trustee, and the FCZD can commingle the security deposit with the FCZD's general and other funds, and the FCZD shall not be required to pay TENANT interest on such security deposit.

5. RENT FOR LEASE TERM. The TENANT covenants and agrees to pay in U.S. Funds only, at the FCZD address set forth below, an annual rental payment of \$3,135.00 (three thousand one hundred thirty five dollars and no cents) plus Washington State Leasehold Tax of 12.84% of annual rental payment totaling \$402.53 (four hundred two dollars, and fifty three cents) for a total payment of \$3,537.53 (three thousand five hundred thirty seven dollars and fifty three cents), on or before January 1st of each year during the term of this Lease.

Rent will be paid during the entire term of this lease at the address designated by the FCZD. In no event shall the rent be less than the aforementioned amount.

TENANT paid the FCZD the previous annual rental payment of \$2,880.00 for 2020 and 2021. TENANT agrees to pay the difference between the previously paid amounts and the new annual rental payment for 2020 and 2021 upon execution hereof, that amount being \$ 510.00.

6. USE OF PREMISES. It is agreed by FCZD and TENANT that the property herein described shall be maintained and may only be used as set forth in Exhibit B, attached hereto and incorporated herein by reference. If an annual crop is planted, it shall be immediately followed by a winter cover crop to reduce erosion during winter storms and flood events. No other use than those generally identified in Exhibit B is permitted without the prior written approval of the FCZD. In using the leased premises, the TENANT shall comply with all policies and regulations heretofore adopted or hereafter promulgated by the FCZD, including those set forth in Exhibit B attached hereto. The TENANT hereby agrees to hold the FCZD harmless from all claims or suits resulting from the TENANT's failure to comply with such requirements.

7. SOIL TESTING. The FCZD shall have the soil of the rental property tested as provided in Exhibit B attached hereto. The TENANT agrees to be responsible for the costs of First Test and Second Test, and agrees to be billed directly by the company or companies performing the First Test and the Second Test. If the results of the Second

Test necessitate remediation as provided in Exhibit B, that remediation shall be performed at the expense of the TENANT consistent with provisions therefor as set forth in Exhibit B.

8. HOLD HARMLESS/INDEMNIFICATION. The TENANT, its successors and assigns, will protect, save, and hold harmless the FCZD and its authorized agents and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the TENANT, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities authorized by this lease or any amendments thereto. The TENANT further agrees to defend the FCZD, its agents or employees in any litigation, including payment of any costs or attorneys' fees, for any claims or action commenced, arising out of, or in connection with acts or activities authorized by this lease or any amendments thereto, whether those claims, actions, costs, damages, or expenses result from activities of persons or livestock occurring on or off the leased premises. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the FCZD or its authorized agents or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) the FCZD, its agents or employees and (b) the TENANT, its agents, sublessees, or employees, or livestock, and involves those actions covered by Ch. 4.24.115 RCW, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the TENANT or the TENANT's agents, employees or livestock.

9. GENERAL INSURANCE REQUIREMENTS. The TENANT shall, at all times during the term of the lease, at its cost and expense, buy and maintain insurance of the types and amounts listed below:

- A. General liability coverage: \$1,000,000 per occurrence for both property damage and bodily injury.
- B. Worker's Compensation Coverage as required by the Industrial Insurance laws of the State of Washington.

Failure to buy and maintain the required insurance may result, at the FCZD's option, in default of this lease. By requiring insurance herein, the FCZD does not represent that coverage and limits will be adequate to protect the TENANT, and such

coverage and limits shall not limit the TENANT's liability under the indemnities granted to the FCZD in this lease. The limits of insurance may be increased by the FCZD, as deemed necessary.

10. PERSONAL PROPERTY. The FCZD shall not be liable in any manner for, or on account of, any loss or damage sustained to any personal property of whatsoever kind, including livestock, unharvested crops, or any machinery or equipment operated, stored, kept or maintained on or about the leased premises. Upon termination of this agreement or upon abandonment of the leased premises by the TENANT, the FCZD or its agent may remove all personal property of the TENANT from the leased premises at the TENANT's expense and dispose of it in any manner the FCZD deems appropriate.

11. ADDITIONAL CONSTRUCTION PROHIBITED. No construction of buildings or other appurtenances to the land by the TENANT is permitted for the duration of this lease, except as may be approved in advance and in writing by the FCZD.

12. ASSIGNMENT. Neither this lease nor any rights created by it may be assigned, sublet, or transferred without written permission of the FCZD.

13. DEFAULT, TERMINATION OR ABANDONMENT. The TENANT shall be in default immediately upon the breach of any material covenant in this lease.

a. Notice of Default: At any time after the occurrence of a default or defaults under this lease or any amendments thereto, and while any such default remains unremedied, the FCZD shall have the option of giving notice in writing of its intention to terminate this lease by personal service upon or by written notice directed to the TENANT. Such notice of intention to terminate shall specify the default or defaults then outstanding. Waiver or acceptance of any default of the terms of this agreement by the FCZD shall not operate as a release of the TENANT's responsibility for any prior or subsequent default.

b. Termination and Extension: After the expiration of 90 days from the giving of such notice in the case of default, if one or more defaults described in such notice then remain unremedied, this lease shall terminate without further notice, and all rights of the TENANT shall cease. The FCZD may in writing, at its option, extend the above period, if in the judgment of the FCZD an extension is justified.

c. Multiple Defaults: If the TENANT defaults in any regard on this lease, the third and any subsequent default shall be deemed “noncurable” and the lease may be terminated by the FCZD on thirty (30) days’ notice.

d. Disposition of Improvements: Upon receipt of a written notice of termination of this agreement the TENANT has 90 days to remove any encroaching improvements from the property of the FCZD. As previously set forth in this agreement, this lease is not assignable. Except as provided elsewhere herein, upon termination of this lease under any provision thereof, any improvements constructed by the TENANT on the leased premises shall become the property of the FCZD or, at the option of the FCZD, shall be removed by the TENANT at the TENANT's expense in a manner prescribed by the FCZD. In the event the TENANT fails to remove said improvements within thirty (30) days, the FCZD may remove said improvements and charge the TENANT for reasonable direct and indirect costs. The TENANT shall reimburse the FCZD within 30 days of the date of the FCZD’s invoice for such costs.

e. FCZD Access to Remove Crops or Equipment: In the event the TENANT fails to remove crops or equipment or restore the leased premises to the FCZD’s satisfaction at the end of this lease, then if necessary or desirable in the FCZD’s judgment for reasons of safety or economy, the FCZD or its agents shall have the right to cross any lands owned or otherwise controlled by the TENANT for the purpose of accomplishing said removal or restoration. Said right shall expire 180 days after the date of termination of this agreement, or when removal and restoration is complete in the FCZD’s judgment, whichever is the earlier.

f. Vacation of Premises: Upon termination of this lease, the TENANT shall cease its operations on and/or use of the leased premises. In the event the TENANT fails to vacate the premises on the date of termination, the TENANT shall be liable for any and all costs to the FCZD arising from such failure.

g. Abandonment: In the event that it becomes apparent in the FCZD’s sole judgment that the premises have ceased to be used or have been abandoned for a continuous period of sixty (60) days, the FCZD at its option shall have the right to terminate this lease, provided due notice of termination shall be given the TENANT not less than thirty (30) days prior to the proposed termination date.

14. BINDING CONTRACT. This lease shall not become binding upon the FCZD unless and until accepted and approved for the FCZD by its Board of Supervisors or its duly authorized representative.

15. MODIFICATIONS. This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto.

16. INTERPRETATION. This lease shall be governed by and interpreted in accordance with the laws of the State of Washington and Whatcom County, Washington. The titles to paragraphs or sections of this lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

17. 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 lease, 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.

18. DISPUTE RESOLUTION. In the event of any dispute, claim, question, or disagreement arising from or relating to this lease or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration through Whatcom County Superior Court's procedures. The procedure for selection of the single arbitrator and the rules under which the arbitrator shall conduct the arbitration and make the award shall be determined in accordance with the Washington State Superior Court Mandatory Arbitration Rules and Whatcom County Superior Court Local Mandatory Arbitration Rules as they now exist or may hereafter be amended. Judgment upon the award may be entered in such court and thereafter in any court having competent jurisdiction in the matter. The arbitrator shall have full power under law and equity to conform final resolution of any dispute without regard to any monetary limits that may then otherwise

be in force under the rules of arbitration then in existence in Whatcom County, Washington.

19. NOTICES. Wherever in this lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the address listed below unless a different address has been designated in writing and delivered to the other party.

TENANT:

Brian Mellema
838 N. Park Street
Lynden, WA 98264

FCZD:

Attn: Paula Harris
Engineering Manager, River & Flood
Whatcom County Public Works
322 N. Commercial, Suite 120.
Bellingham, WA 98226
Telephone: (360) 778-6200

TENANT:

Brian Mellema
Brian Mellema

Date: 3-9-21

STATE OF WASHINGTON)

: ss

County of Whatcom

On this 9th day of March 2021, before me personally appeared Brian Mellema, to me known to be the individual described herein and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Andrew M. Hester
Notary Public in and for the State
of Washington
Residing at: Bellingham
My Commission Expires: 8-9-2023

Accepted for FCZD:

By: _____ Date: _____
Satpal Singh Sidhu, Acting on
behalf of the FCZD Board of Supervisors

STATE OF WASHINGTON)
 :ss
COUNTY OF WHATCOM)

On this _____ day of _____ 2021, before me personally appeared
Satpal Singh Sidhu, to me known to be acting on behalf of the Board of
Supervisors of the FCZD, a Quasi-Municipal Corporation in the State of
Washington, that executed the within and foregoing instrument, and acknowledged
said instrument to be the free and voluntary act and deed of FCZD, for the uses
and purposes herein mentioned, and on oath stated that he was authorized to
execute said instrument on behalf of the FCZD Board of Supervisors.

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

Notary Public in and for the State
of Washington
Residing at: _____

My Commission Expires: _____

Approved as to form:

Christopher Quinn _____ Date: 3-8-2021
Civil Deputy Prosecutor
(Approved electronically 3/8/2021)

EXHIBIT A

FCZD leases to TENANT and TENANT leases from FCZD the following real property:

Government Lot 6 of Section 36, Township 40 North, Range 2 East,
Willamette Meridian, Whatcom County, Washington.

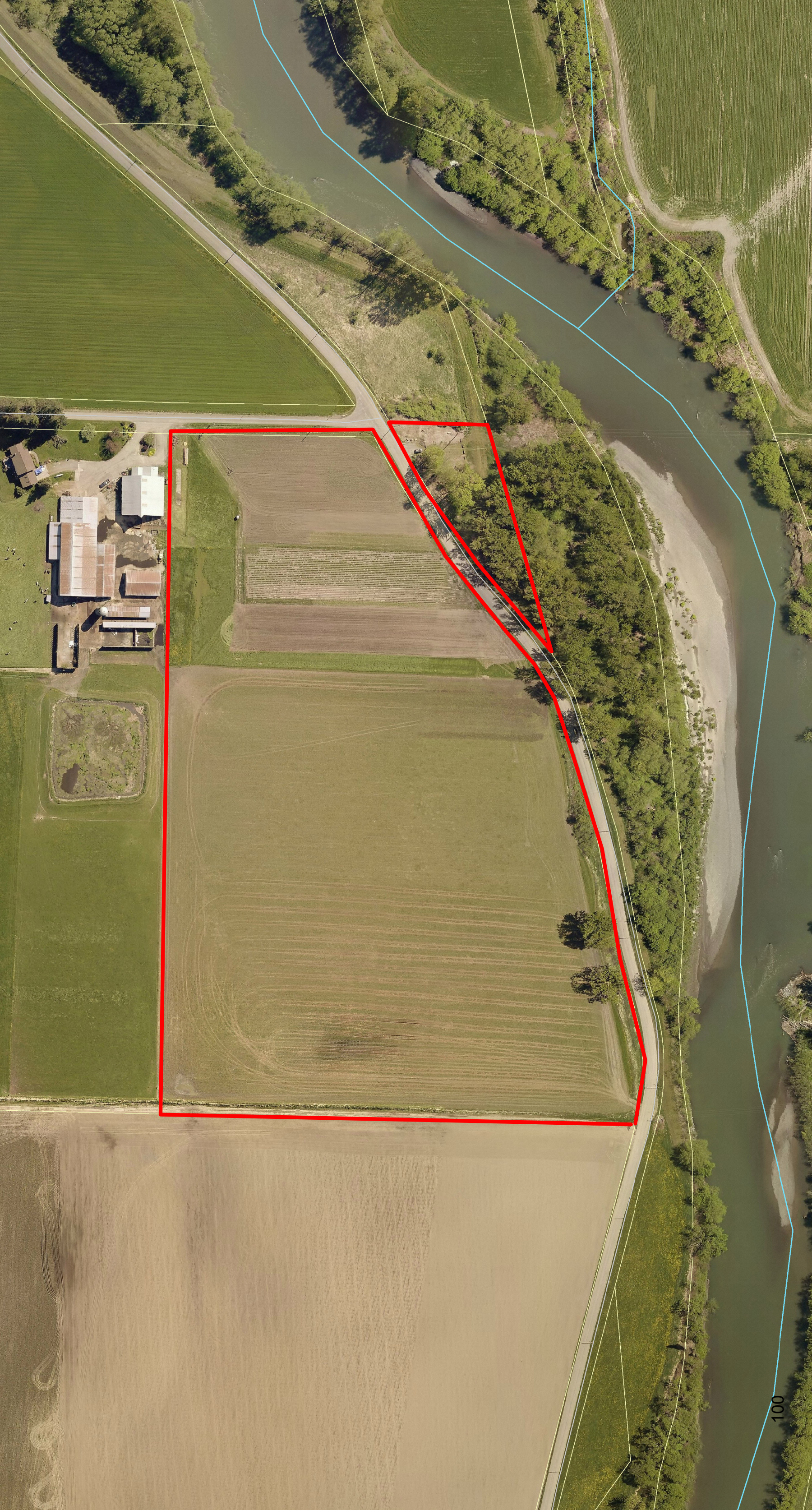
Subject to any other covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

EXHIBIT B

LIMITATIONS UPON AND REQUIREMENTS FOR USE OF RENTAL PROPERTY:

1. No fill can be brought onto the property. Minor land grading of the property to make it level and farmable is permissible.
2. No structures can be constructed on the property without the written permission of the FCZD.
3. Only grasses or annual crops are allowed, with winter cover crop required if annual crop is used. Grazing by livestock during the growing season is also an allowed use.
4. Application of commercial fertilizer and manure are allowed only if they are included in the farm plan. Methods and timing of fertilizer and manure application must be in accordance with that plan.
5. All activities must be done in accordance with all applicable federal, state and local rules and regulations.
6. Tenant agrees to keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways, and refrain from any operations or practice that will damage such structures or adversely affect their function.
7. Tenant must have a current farm plan for this property following current NRCS standards and specifications. If an approved farm plan has not already been established, then within 30 days of the commencement of the lease the Tenant must contact the Whatcom Conservation District to create an approved farm plan for the property. The implementation of such plan must begin within 120 days of the commencement of the lease and be followed during the term of the lease.
8. Prior to the commencement of the lease the County shall commission a comprehensive soil chemistry analysis ("First Test") comparable to those typically used by knowledgeable buyers as part of their typical pre-purchase inspections of agricultural land. A copy of the results shall be retained by the County and a copy shall be provided to the tenant.
9. No sooner than 90 days and no later than 30 days prior to the termination of the lease term the County shall commission a new comprehensive soil chemistry analysis ("Second Test") substantially identical to the First Test. A copy shall be retained by the County and copy shall be provided to the tenant.
10. If the Second Test establishes that the soil has nutrient value and health equal to or greater than shown by the First Test, then the Tenant shall have no further obligation to improve the soil once the lease term expires.

11. If the Second Test establishes that the soil has been depleted or its health is has otherwise been impaired since the First Test, then it shall be the Tenant's obligation to immediately repair and replenish the land as soon as weather permits. Should the Tenant fail to do this within 90 days of the weather permitting, the County may elect to employ others to repair the land and bill the Tenant for all associated costs. This obligation of the Tenant shall survive the termination of the lease term, if such termination precedes the fulfillment of the obligation.
12. The Tenant shall provide security to guarantee payment of costs referred to in items #6, #8, #9, and #11 above, in a form and amount approved by the Prosecuting Attorney's Office.





Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-172

File ID:	AB2021-172	Version:	1	Status:	Agenda Ready
File Created:	03/11/2021	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:	03/23/2021	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 City of Bellingham for coordinated administration of the GRACE Program, in the amount of \$280,000

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 Interlocal Agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: City of Bellingham – GRACE Program Interlocal Agreement
DATE: March 11, 2021

Attached is a contract between Whatcom County and City of Bellingham for your review and signature.

▪ **Background and Purpose**

This agreement establishes Whatcom County as the administrator of the Whatcom Ground-Level Response and Coordinated Engagement (GRACE) Program. Coordinated administration with the City of Bellingham is required to administer direct services and monitor successes of the GRACE Program.

▪ **Funding Amount and Source**

The GRACE Program is funded by PeaceHealth, the City of Bellingham and the County. Funding for the program also includes third party reimbursements, as appropriate. Through this Agreement, for any aspects of the GRACE Program that are not covered by other funding sources, the City of Bellingham will reimburse Whatcom County with a commitment to the GRACE Program of up to \$280,000 per year. Whatcom County has also made a financial commitment in the amount of \$316,546 per year through its contract with SeaMar Community Health Centers (Whatcom County Contract #201808030) to operate the GRACE Program. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

▪ **Differences Between Previous Agreements**

This agreement replaces the previous Interlocal Agreement between the parties (WC Contract #201902019). This agreement adds facilitation services for the planning, design and implementation stage for an expanded behavioral health crisis response, commits the addition of another GRACE Case Manager to work closely with the Bellingham Police Department, and increases the annual contributions to the GRACE Program for these expanded services.

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

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No. _____	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8550 Human Services / 855020 Mental Health		
Contract or Grant Administrator:			Anne Deacon		
Contractor's / Agency Name:			City of Bellingham		
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:			
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC: _____	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement?		If yes, grantor agency contract number(s):		CFDA#:	
Yes <input 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 checked="" type="checkbox"/>				
Is this contract the result of a RFP or Bid process?		Contract Cost Center:		124120	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):			
Is this agreement excluded from E-Verify?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional.					
<input type="checkbox"/> Contract work is for less than \$100,000.			<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).		
<input type="checkbox"/> Contract work is for less than 120 days.			<input type="checkbox"/> Work related subcontract less than \$25,000.		
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.		
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:			
\$	280,000	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 agreement establishes Whatcom County as the administrator of the Whatcom GRACE Program and defines each parties financial commitments to the program.					
Term of Contract:		2 Years		Expiration Date: 12/31/2022	
Contract Routing:	1. Prepared by:		JT		Date: 02/08/2021
	2. Health Budget Approval:		KR		Date: 03/10/2021
	3. Attorney signoff:		RB		Date: 03/09/2021
	4. AS Finance reviewed:		M Caldwell		Date: 3/11/21
	5. IT reviewed (if IT related):				Date:
	6. Contractor approved:				Date:
	7. Submitted to Exec.:				Date:
	8. Council approved (if necessary):				Date:
	9. Executive signed:				Date:
	10. Original to Council:				Date:

**INTERLOCAL AGREEMENT
BETWEEN WHATCOM COUNTY AND THE CITY OF BELLINGHAM
REGARDING GROUND-LEVEL RESPONSE AND COORDINATED ENGAGEMENT
(GRACE) PROGRAM RELATED BEHAVIORAL HEALTH CRISIS RESPONSE PROGRAMS**

This Interlocal Agreement (the "Agreement") is made and entered into this day by and between Whatcom County (the "County") and the City of Bellingham (the "City"), collectively referred to as the "Parties".

WHEREAS, the Parties have historically provided a variety of services to assist individuals with poor health, behavioral health disorders and/or unstable housing or homelessness; and

WHEREAS, the Parties have identified that intensive care, emergency care, behavioral health, criminal justice, and other services have been disproportionately and inefficiently utilized by a recognizable group of high-risk and high-need individuals; and,

WHEREAS, the Parties and other service providers have determined that coordination and development of targeted resources to serve high-need individuals will result in better care of these individuals and more efficient use of limited resources; and

WHEREAS, this approach will result in reduced calls to first responders, emergency room visits for medical treatment, arrests, and jail admissions, which are an expensive and inefficient means of improving the health, well-being and stability of these individuals; and

WHEREAS, one coordinated and targeted approach is being called the Ground-Level Response and Coordinated Engagement (GRACE) Program; and

WHEREAS, it is anticipated that GRACE will improve public safety, reduce use and costs of emergency and criminal justice systems and improve the health and well-being of individuals with complex needs; and

WHEREAS, in addition to the Parties, other service providers, including PeaceHealth Medical Center, area municipalities and tribal nations, are also participating community partners in the GRACE; and

WHEREAS, coordinated administration is required to develop policies and procedures, direct services, and monitor the successes of GRACE; and

WHEREAS, multiple funding sources, including those of the City and County will be required to procure services to operate GRACE;

WHEREAS, it is anticipated that GRACE will serve as a catalyst for community-wide planning and improvements in diversion response programs;

WHEREAS, the Parties are committed to a long term partnership to ensure the ongoing success of GRACE and future planning efforts for improvement and expansion;

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. ADMINISTRATION. The Parties designate the County as the administrator pursuant to this Agreement. Administrative duties include: (1) overseeing periodic Request for Proposals process and the selection of contractor(s), and (2) monitoring the contract(s). Under the terms of that contract, the contractor is responsible for employing and providing leadership to Program Staff and operating GRACE to meet the overall goals as set forth by

exhibits to this Agreement. The County shall monitor the contractor(s) performance and share results with the City, upon request. Contracts are available to the City upon request.

2. SERVICES. The services to be provided under this Agreement:

- A. As outlined in **Exhibit A – GRACE Program Description**, which is attached hereto and incorporated herein, which may be amended from time to time by Whatcom County.
- B. Facilitating the planning, design and implementation stage for an expanded behavioral health crisis response where quantitative and qualitative data will be collected and analyzed, various models around the country researched, and existing programs and services will be analyzed. The selection of a new service model is dependent upon elected official approval.

3. FINANCIAL COMMITMENTS.

- A. Each Party will include a line item in their respective 2021-2022 budgets to support the GRACE Program, as shown in **Exhibit B – Financial Commitments**, which is attached hereto and incorporated herein. The City will include a line item in their budget to support the expanded behavioral health crisis response planning and design effort. The terms of Exhibit B are contingent upon annual budget approval by the County and City and may be altered by agreement.
- B. The Parties agree to commit to a two-year coordinated approach to intensive services funding.
- C. The securing of additional State, Medicaid, or grant funding to support GRACE shall result in a commensurate proportionate reduction in the Parties' contributions.
- D. The Parties recognize that the GRACE is made up primarily of personnel and anticipate cost of living adjustments and wage increases over time.

4. APPOINTMENT OF EXECUTIVE COMMITTEE. Each Party will appoint one or more representatives to serve as a member of an executive committee (the "Committee"), which will serve in an advisory capacity to the County by providing guidance on goals and objectives and defining the expected outcomes of GRACE.

5. STAFF. The Mayor and County Executive will designate staff to serve on the Executive Committee.

6. INVOICES. The County shall submit a quarterly invoice to the City, which will include a breakdown of personnel costs and direct costs. A report summarizing services performed (as determined by the Executive Committee) shall be attached to said invoice. The annual report shall be submitted summarizing services and outcomes, due in the month following the end of the year.

7. EFFECTIVE DATE AND TERM. The Agreement shall be effective beginning January 1, 2021 and shall continue in full force and effect until December 31, 2022, unless extended by mutual written agreement of both Parties or terminated in accordance with Section 8 of this Agreement.

8. TERMINATION OF AGREEMENT/REDUCTION IN FUNDING.

- A. Should either Party believe the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other Party a timeline to cure such default. If the default is not remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).

- B. In the event of termination, the County shall be paid an amount, at the discretion of the Project Manager, which takes into account actual costs incurred in performing the services to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the County receive an amount based on unperformed services or other work.

On the giving of notice of termination by either Party, the County shall immediately begin winding down its services in anticipation of the termination.

- C. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, due to budgetary constraints of either Party and prior to its normal completion, the Parties may summarily terminate the 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 services covered by this Agreement is no longer in the best interest of the City or County, the County may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt or written notice thereof.

9. NEW PARTIES. The Parties may allow additional public agencies (as the term is defined in RCW 39.34.020) to become parties to this Agreement subject to such terms and conditions as they unanimously agree.

10. SURVIVABILITY. All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

11. PROJECT MANAGERS: Samya Lutz shall be the Project Manager for the City and Anne Deacon, or her designee, shall be the Project Manager for the County.

12. NOTICES: All notices, demands, requests, consents, and approvals which may or are required to be given by any Party, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by email, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The County: Anne Deacon, Human Services Manager
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
ADeacon@co.whatcom.wa.us

The City: Samya Lutz, Housing and Services Program Manager
City of Bellingham PCDD
210 Lottie Street
Bellingham, WA 98225
Slklutz@cob.org

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon factual receipt or refusal of the intended recipient to accept delivery. Facsimile transmission of any signed, original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

13. **AMENDMENT.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

14. **WAIVER.** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition.

15. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

16. **PUBLIC RECORDS ACT.** All records received by any Party, pursuant to this Agreement shall be a public record and therefore subject to the Public Records Act.

17. **ENTIRE AGREEMENT.** The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EXECUTED THIS _____ day of _____, 2021.

CITY OF BELLINGHAM

Seth Fleetwood
Mayor

Attest:

Finance Director Date

Approved as to form:

Office of the City Attorney Date

EXECUTED THIS _____ day of _____, 2021.

WHATCOM COUNTY

Satpal Sidhu
County Executive

APPROVED AS TO FORM:

Royce Buckingham, Prosecuting Attorney Date

APPROVED AS TO PROGRAM:

Anne Deacon, Human Services Manager Date

APPROVED AS TO DEPARTMENT:

Erika Lautenbach, Director Date

Exhibit “A” (GRACE Program Description)

I. Background

Individuals with complex needs are often challenged with poor health, behavioral health disorders, and/or unstable housing or homelessness. As a result, some individuals will frequently require emergency responses from law enforcement or Emergency Medical Services (EMS). Crisis interventions are ineffective in resolving an individual’s persistent challenges. These individuals become “familiar faces” to first responder systems and require substantial support to change the pattern of excessive and inappropriate use. A thoughtful intervention plan that includes multiple service providers who coordinate their efforts can help prevent or reduce unnecessary calls to First Responders.

Whatcom GRACE (Ground-level Response And Coordinated Engagement) is a program designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways. Care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. The overarching GRACE program goals are to reduce First Responder calls, Emergency Department visits, arrests, and jail admissions while improving the health, well-being and stability of these individuals.

The general goals of the GRACE program are: 1) increased public safety, 2) reduced use and costs of emergency and criminal justice systems, and 3) improved health and well-being of individuals with complex needs.

GRACE community partners include, but are not necessarily limited to: the Whatcom County Health Department, the City of Bellingham, PeaceHealth Medical Center, law enforcement agencies, Emergency Medical Services (EMS), the Whatcom County Jail, small cities, tribal nations, and housing, treatment and human service providers.

II. Definitions

Hub: The entity that identifies program participants, and facilitates and/or provides GRACE member engagement, intervention planning, care coordination, and program quality assurance for GRACE. The Hub will provide leadership to the community and its partners in its primary responsibility for administration of the county-wide GRACE Program.

Executive Committee: Representatives from the funding entities, acting in an advisory capacity to the county and the Hub/contractor, providing guidance on goals and objectives, and expected outcomes of the GRACE program.

Familiar Faces: Individuals who use crisis systems frequently and ineffectively, often without meeting their unique, complex needs.

Leadership Team: An identified group of community leaders acting in an advisory capacity to the County and the Hub/Contractor on policies of the GRACE program.

Program Team: An identified group of community service providers comprised largely of “spoke” organizations at the program level acting in an advisory capacity to the County and the Contractor/Hub on GRACE practices and procedures.

Spokes: Spokes are the organizations that provide services to GRACE members and coordinate care, to include behavioral health treatment, medical care, housing and other human service needs.

III. Program Services

The GRACE program will serve as the Hub for the community in the “hub and spoke” model of service delivery. The role of the Hub is to facilitate comprehensive care coordination among spoke agencies that are providing

services to GRACE members, provide direct care coordination, facilitate the development of shared care/intervention plans, and report on identified performance and outcome measures.

Additional responsibilities of the GRACE Program acting as the Hub include:

- a. Development of and updating policies and procedures, in collaboration with the county, that will inform and guide the GRACE program activities and expectations.
- b. Convening and facilitating meetings of the Leadership and Program Teams as necessary, and in collaboration with the County as well as participating in Executive committee meetings, as necessary.
- c. Educating and communicating with multiple stakeholders and the general community about the GRACE Program.
- d. Complying with 42 CFR Part 2, HIPAA rules, as well as state confidentiality rules.
- e. Working with County to fully develop Julota, a client data platform, reporting, and communication mechanism, considering the needs for dynamic information exchange with multiple community partners.
- f. Identifying and implementing billing for client services to Medicaid and other payers as eligible and appropriate.
- g. Updating Memorandums of Understanding (MOUs) with EMS, Law Enforcement agencies, and Spoke agencies as necessary to delineate roles and responsibilities of coordination and collaborative efforts on behalf of GRACE members, to be reviewed periodically.

IV. Program Staffing

The GRACE program will maintain staffing sufficient to operate as a Hub. Adequate capacity for operations must include program management and supervision, accounting and performance management, care coordination, community engagement, client/member programming facilitation, and collaboration with the Leadership and Program teams.

Hub operations and care coordination will be provided by a multidisciplinary team of behavioral health and healthcare professionals. The GRACE program shall ensure that staff have the demonstrated ability to work with complex individuals who experience acute symptoms and lifestyle patterns that are disruptive to their health and well-being.

- a. Program Management shall be provided by a staff member, up to full-time, with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex clients/GRACE members.
- b. Administrative assistant capacity shall be provided to assist Program Manager in the everyday operations of the GRACE Program.
- c. Care Coordination services shall be provided by no less than five (5) full-time staff members qualified to work with highly complex individuals, with specialized training in behavioral health. The County prefers that these Care Coordination staff hold a Master's degree or higher in a behavioral health, or other relevant field. A Bachelor's degree in Social work, Human Services, or related field will be considered.
- d. Medication evaluations, prescribing, monitoring, primary care bridging, and consultation services shall be provided by an ARNP qualified in the State of Washington to provide these services. Services will be offered as necessary and available, and within program budgetary restrictions.

No less than four (4) members will carry full caseloads of approximately 20 GRACE members each. A fifth staff member will work closely with the Bellingham Police Department focused on co-responding to people who are experiencing a behavioral health crisis when deemed appropriate and safe by law enforcement dispatch. This staff position may also carry an ongoing caseload as capacity is available. A minimum of 80 GRACE members at any given time will receive intensive case management.

V. Service Eligibility

The target population of the GRACE program consists of individuals (“familiar faces”) who have frequent contact with law enforcement and emergency response systems, high use of acute care health services including behavioral health, and challenges maintaining safe and affordable housing. As a result of their frequent contacts, familiar faces make inefficient use of public resources in an attempt to meet their needs. A high percentage of the target population is Medicaid eligible or enrolled. GRACE members may include all ages, and are not excluded because of age alone.

The GRACE program will accept referrals for program admission consideration from law enforcement, EMS agencies, PeaceHealth Medical Center, Whatcom County jail, and secondarily from treatment or service provider agencies. The GRACE program will utilize the GRACE Executive Committee and Leadership Team as advisory bodies to assist in developing policies for prioritizing admissions to the GRACE program.

A secondary population of the GRACE program will consist of individuals experiencing a behavioral health crisis wherein a 911 call for dispatch originated. The safety of the staff responding will be prioritized to promote an effective and secure intervention.

VI. Reporting Requirements

The GRACE Program Manager shall work in collaboration with the County and the Leadership Team to identify specific metrics for GRACE program outcomes. Expected program overarching outcomes include:

1. Reduction in jail admissions/reduction in jail bed day utilization
2. Reduction in law enforcement responses
3. Reduction in EMS responses
4. Reduction in Emergency Department visits
5. Improved health conditions of GRACE members

The general outcomes expected of the GRACE program also include reducing the incidence of familiar faces using multiple systems inefficiently while promoting healthy behaviors among GRACE members.

The GRACE Program will collect baseline data on members newly admitted to the GRACE program to include historical utilization of First Responder systems and the Emergency Department. On a quarterly basis, data will be collected by individual GRACE member on current utilization of these services.

As the program evolves, the Program Manager, in collaboration with the County and the Leadership Team, will review quarterly utilization data collected and then begin to solidify specific metrics. Outcome reporting will be dependent on data sharing agreements with the entities listed in #1-4 and the subsequent transfer of data into the Julota system.

Quarterly reporting to include basic program information about the GRACE members, as well as pre and post:

1. Arrests
2. Jail admissions
3. Jail bed day stays
4. First Responder calls for assistance (law enforcement and EMS)
5. Emergency Department visits.

Annual report will include a summary of the quarterly reports as well as expected outcomes.

Exhibit “B”
(FINANCIAL COMMITMENTS)

I. Budget

The expenses related to GRACE will be borne as much as possible by sources other than the City and County, such as PeaceHealth, Medicaid and other health care cost reimbursement agencies. These other funding sources are not expected to cover the full cost of the GRACE program, and so the County and City have both committed funds as follows, with the understanding that these funds will be used only to the extent that other funding is not available:

- 1) Whatcom County: up to \$316,546 per calendar year, contingent upon annual budget approval.
- 2) City of Bellingham: up to \$240,000 per calendar year, contingent upon annual budget approval.
- 3) The expenses related to behavioral health crisis response planning will be covered by City of Bellingham: up to \$40,000 per calendar year, contingent upon annual budget approval.

The annual budget for this work is anticipated as follows:

Sources	Program Delivery (Personnel, Direct & Indirect Costs)
County (up to)	\$316,546
City of Bellingham (up to) GRACE	\$240,000
Other GRACE	\$50,000
City of Bellingham (up to) Expanded BH Crisis Response Planning & Program Design	\$40,000
TOTAL	\$646,546

Whatcom County will send a quarterly invoice and statement to the City outlining cost outlays, including the City and County shares, and reimbursements through other sources. Neither the City nor County will cover any costs paid through other sources, including grants or reimbursements.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-178

File ID:	AB2021-178	Version:	1	Status:	Agenda Ready
File Created:	03/11/2021	Entered by:	SDraper@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution to seek funding for the Lummi Island Ferry Modernization and Preservation project, including the BUILD grant program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution to seek funding for the Lummi Island Ferry Modernization and Preservation Project. In addition, the resolution includes a request to the Better Utilizing Investments to Leverage Development (BUILD) grant program

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Resolution, Financial Plan

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



SPECIAL PROGRAMS
322 N. Commercial, Suite 210
Bellingham, WA 98225
Main: (360) 778-6200
FAX: (360) 778-6201
www.whatcomcounty.us

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Roland Middleton, Special Programs Manager *RM*

DATE: March 9, 2021

RE: BUILD Grant application for the Lummi Island Ferry Modernization
and Preservation project

Requested Action

On behalf of the County Council's Lummi Island Ferry Advisory Committee and the Ferry Funding Working Group of the County Council, Whatcom County Public Works Department is requesting the Council to approve a resolution to seek funding for the Lummi Island Ferry Modernization and Preservation project. In addition, the resolution includes a request to the Better Utilizing Investments to Leverage Development (BUILD) grant program.

Background and Purpose

The County Council adopted a new Level of Service Ferry System Action Plan with Resolution 2018-026. The Action Plan instructs the design and construction of a 34-car vessel with flexibility for future electric conversion, and terminal improvements. The Lummi Island Ferry Advisory Committee and the Ferry Funding Working Group of the County Council, working with the consulting firm of kpff, has developed a Financial Plan to fund the project. A critical element towards the success of the project is funding through the BUILD grant program.

Please contact Roland Middleton at extension 6212, if you have any questions or concerns.

Encl.

PROPOSED BY: _____

INTRODUCED: _____

RESOLUTION NO. _____

**U.S. DEPARTMENT OF TRANSPORTATION BUILD GRANT
FOR THE LUMMI ISLAND FERRY SYSTEM**

WHEREAS, the Whatcom County Council adopted a new Level of Service Ferry System Action Plan with Resolution 2018-026; and,

WHEREAS, the Action Plan instructs the design and construction of a 34-car vessel with flexibility for future electric conversion, and terminal improvements; and,

WHEREAS, on November 11, 2020 the Lummi Island Ferry Advisory Committee unanimously proposed a \$1.00 fare capital surcharge for the new vessel and terminal improvements; and,

WHEREAS, the Lummi Island Ferry Advisory Committee and the Ferry Funding Working Group has identified potential funding for the Lummi Island Ferry Modernization and Preservation project; and,

WHEREAS, the Better Utilizing Investments to Leverage Development (BUILD) grant program is particularly suited for the Lummi Island Ferry Modernization and Preservation project.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council the Whatcom County Public Works Department shall seek funding for the Lummi Island Ferry Modernization and Preservation project. The funding shall include a request to the BUILD grant program.

APPROVED 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 via email-CQ/RM
Christopher Quinn
Deputy Prosecuting Attorney – Civil Division

() APPROVED () NOT APPROVED

Satpal Singh Sidhu, Executive

Date: _____

Lummi Island Ferry Modernization and Improvement Project Financial Plan

Presented by:
Whatcom County Public Works

Prepared by:
KPFF Consulting Engineers

February 22, 2021

DRAFT



Agenda

1. Project Description and Cost
2. Potential Funding Sources
3. Proposed Funding Plan
4. Next steps



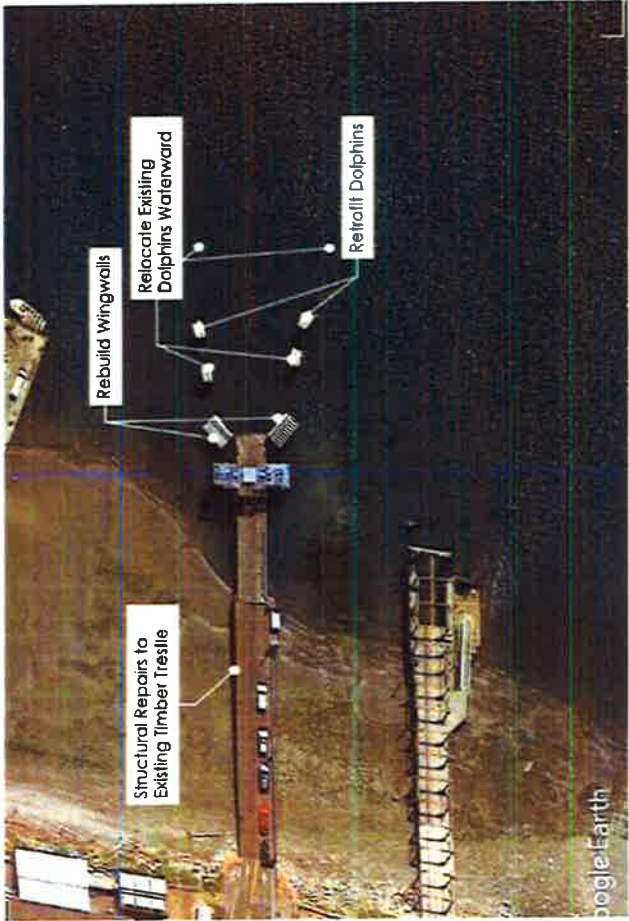
Project Description and Cost

- **Vessel Replacement:** Replace the 60-year-old Whatcom Chief, which is at the end of its useful life and cannot achieve the adopted Level of Service
- **Terminal Improvements:**
 - Adjust marine structures to accommodate the new vessel
 - Replace deteriorated structures
- **Operational and Upland Modifications**
 - Uplands operational improvements at the Lummi Island terminal to improve loading efficiency, monitor vehicle queues, and replace restrooms
 - Ticketing system improvements to expedite fare collection on the larger vessel without impacting crossing times and the service schedule

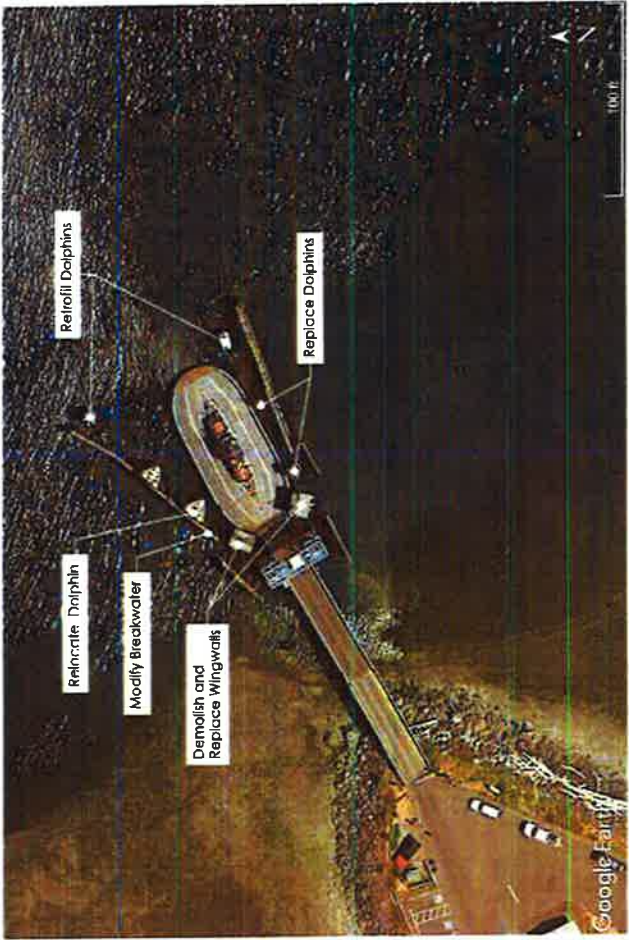


Rendering of the Replacement Vessel

Project Description and Cost



Gooseberry Point Terminal Improvements



Lummi Island Terminal Improvements

Project Description and Cost

Capital Costs (*dollars inflated to year of expenditure*)

\$18.6 M New Vessel Construction

34-car, hybrid diesel-electric ferry

\$12.7 M Terminal Modifications

- Lummi Island: Replace or relocate marine structures to be compatible with the new vessel
- Gooseberry Point: Replace trestle, rebuild or relocate marine structures to be compatible with the new vessel

\$1.6 M Lummi Island Terminal Operational Improvements

- Improve vehicle and passenger queuing, camera system to monitor LOS
- Replace restrooms

Project Description and Cost

Project Element	2021	2022	2023	2024	2025	2026	Total
Shoreside							
Pre-Construction	102,000	650,000	702,000	113,000	41,000		\$ 1,608,000
Construction				2,130,000	4,607,000	5,995,000	\$12,732,000
Total Shoreside	\$102,000	\$50,000	\$ 702,000	\$2,243,000	\$ 4,648,000	\$5,995,000	\$14,340,000
Vessel							
Pre-Construction			396,000	241,000			\$ 637,000
Construction				7,071,000	9,909,000	965,000	\$17,945,000
Total Vessel			\$ 396,000	\$7,312,000	\$ 9,909,000	\$ 965,000	\$18,582,000
Total Direct Expenditures	\$102,000	\$650,000	\$1,098,000	\$9,555,000	\$14,557,000	\$6,960,000	\$32,922,000

Costs inflated to year of expenditure

Project Schedule

2021 2022 2023 2024 2025 2026

DESIGN

PERMITTING

Shoreside

Bid/Procurement
and Construction

PHASE 1
Lummi Island

PHASE 2
*Lummi Island &
Gooseberry Point*

Vessel

PRE-CONSTRUCTION

*Contract design, bid
& procurement*

CONSTRUCTION

Potential Funding Sources

- Approximately \$33 million dollars is required over the next six years to fund direct expenditures
- Building a funding portfolio for a project of this size will be dependent upon a number of funding sources

Grant Opportunities

Grant	Agency	Details & Status	Due
Ferry Boat Program	FHWA	<ul style="list-style-type: none"> • Receive funds based on formula • Financial plan assumes previous funding levels will be maintained. 	NA
BUILD	US DOT	<ul style="list-style-type: none"> • Submitted proposal in 2020 and were not awarded funds • Received positive feedback and support for resubmitting in 2021 with a financial plan • Maximum \$25M per project 	May 2021
County Ferry Capital Improvement Program	CRAB	<ul style="list-style-type: none"> • Funds are eligible for debt repayment • Counts toward local match for BUILD grant • Maximum \$10M per project distributed in 20 annual installments (Maximum \$0.5M per year) • Insufficient to fund entire project or meet up-front investment requirements 	2022 (four-year cycle)

Capital Surcharge on Fares

Fare Surcharge

- Prescribed in RCW 36.54.200
- Requires County Council action
- Surcharge revenue collected after project completion will fund any debt incurred and future capital projects

Local Funds

County Road Fund

- Funds available to help meet front-end cash flow requirements during construction, either:
 - Unreimbursed, or
 - Reimbursed from CRAB grant funds or capital surcharge revenue

Debt Financing

- Helps with front end cash flows needs by spreading payments out over many years
- Can be repaid through a variety of local revenue sources including CRAB grant and capital surcharge revenue
- Municipal Bond:
 - Assumed at 3% interest with a 10-year repayment period
- Will increase total project cost

Potential Funding Sources Summary

TYPE	SOURCE	PLANNED FUNDING LEVEL	YEAR
Grant	Ferry Boat Program	\$1.25 million	2022-2026
Grant	County Road Administration Board – County Ferry Capital Improvement Program	\$10 million (maximum funding available per project)	2023 - 2042 (Funds distributed in 20 annual payments of \$.5M)
Grant	BUILD (Federal)	\$20 million (less than the \$25 million max. available per project)	2023 - 2026
Local	Capital surcharge on fares (\$1/fare)	\$930,000 (estimated)	2022 - 2026
Local	Road Fund	\$7.3 million (\$1.3M unreimbursed, \$6.0M reimbursed)	2021 - 2026
Debt	Municipal Bond	\$2 million	2026
	TOTAL	\$39.5 million	

Proposed Financial Plan

Summary

- The financial plan fully funds anticipated project costs within the construction time with a \$2 million bond issuance repaid through the CRAB grant
- The total cost of debt financing would be \$2.6 million

Funding Source	\$'s
Ferry Boat Program	1,250,000
BUILD Grant	20,000,000
CRAB Grant	10,000,000
Road Fund - Unreimbursed	1,357,000
Road Fund - Reimbursed	5,950,000
Capital Surcharge	930,000
Property Tax	
Municipal Bonds	2,000,000
Total Project Funding	\$ 41,487,000
Less Project Cost (with debt repayment)	\$ 41,487,000
Ending Cash Balance	0
Debt Financing	\$2,000,000 Bonds repaid over 10 years

Timeline / Next Steps

- March/April: County Council adopts financial plan
- May: Whatcom County Council includes adopted financial plan in BUILD grant application

Lummi Island Ferry – Modernization and Improvement Project Financial Plan

February 22, 2021 DRAFT

1 Project Description and Cost

The Lummi Island Ferry provides the only publicly available means of transit between the rural Lummi Island and mainland Whatcom County, functioning as a lifeline for the delivery of passengers, vehicles, goods, and emergency services to the island. Built in 1962, the ferry MV *Whatcom Chief* is approaching the end of its useful life. Additionally, with a capacity of 16 standard vehicles the vessel cannot achieve the Level of Service (LOS) recommended by the Lummi Island Ferry Advisory Committee (LIFAC) and adopted by Whatcom County Council. Whatcom County must replace the vessel and invest in terminal, uplands and operational modifications to continue to provide reliable, affordable ferry service and achieve the LOS standards.

1.1 Project Elements

The project is composed of three interrelated and integrated sub-projects: vessel replacement, terminal adjustments and operational and uplands modifications.

1.1.1 Vessel Replacement

In accordance with the LOS Action Plan adopted by Whatcom County Council Resolution No. 2018-026 on July 24, 2018, the MV *Whatcom Chief* will be replaced with a 34-standard vehicle, 150-passenger, double-ended ferry. The vessel will be approximately 184 feet long and 54 feet wide with a maximum loaded draft of 7 feet and 6 inches. To expedite vehicle loading, the vessel is designed with straight lanes and the pilothouse located above the vehicle lanes. The passenger cabin is located to the side of the vessel that will allow for separation of vehicle and passenger loading. The vessel will be powered by a diesel-battery hybrid system and will have the ability to convert to another energy/alternative fuel as power is available or technology advances.

1.1.2 Terminal Adjustments

To accommodate the larger replacement vessel, the marine structures must be adjusted at the Gooseberry Point ferry terminal and the Lummi Island ferry terminal. The project will salvage and reuse the existing structures to the greatest extent feasible. Additionally, the existing timber trestle at the Gooseberry Point ferry terminal requires structural repairs.

1.1.3 Operational and Upland Modifications

Uplands modifications are planned at the Lummi Island Ferry Terminal to reconfigure the vehicle and pedestrian queuing area for more efficient loading, install cameras to implement remote ferry queue monitoring, and replace the restrooms that have reached the end of their useful life with ADA-accessible restrooms.

Additionally, planned improvements include installation of self-service ticket vending machines. The Lummi Island Ferry crew currently collects fares on the vessel while in transit. The short transit time between ferry terminals is typically sufficient for onboard fare collection. However, with a larger vessel, ticketing system improvements are recommended to expedite fare collection and not adversely impact crossing turnaround times.

1.2 Projected Cost

Between 2019 and 2020 approximately \$507,000 has been expended for project development. The estimated design and construction cost to complete all elements of the project are displayed below.

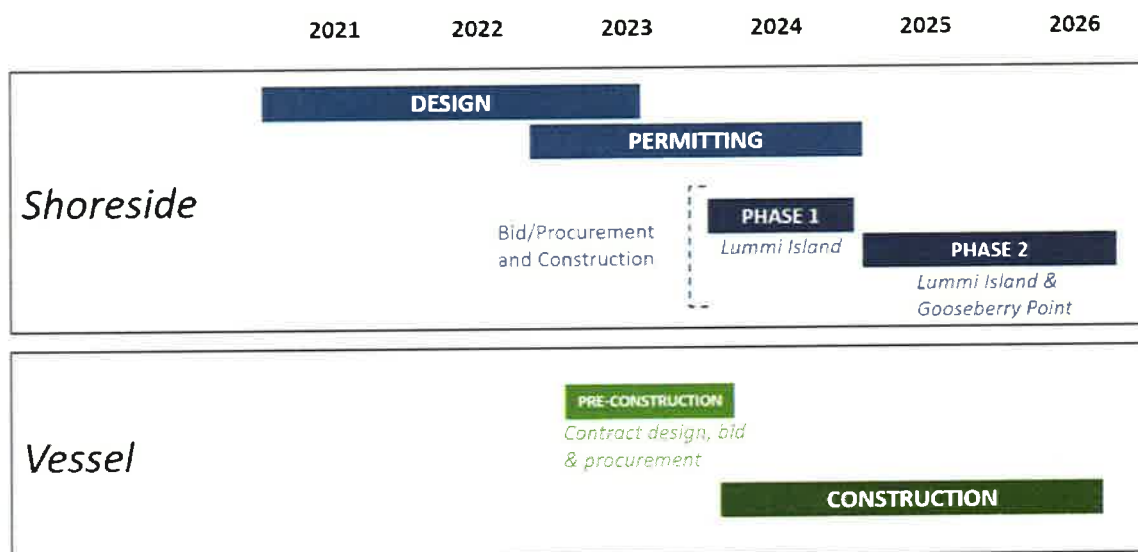
Table 1 – Lummi Island Ferry Replacement Project Cost Estimate¹

Project Element	2021	2022	2023	2024	2025	2026	Total
Shoreside							
Pre-Construction	102,000	650,000	702,000	113,000	41,000		\$ 1,608,000
Construction				2,130,000	4,607,000	5,995,000	\$12,732,000
<i>Total Shoreside</i>	<i>\$102,000</i>	<i>\$50,000</i>	<i>\$ 702,000</i>	<i>\$2,243,000</i>	<i>\$ 4,648,000</i>	<i>\$5,995,000</i>	<i>\$14,340,000</i>
Vessel							
Pre-Construction			396,000	241,000			\$ 637,000
Construction				7,071,000	9,909,000	965,000	\$17,945,000
<i>Total Vessel</i>			<i>\$ 396,000</i>	<i>\$7,312,000</i>	<i>\$ 9,909,000</i>	<i>\$ 965,000</i>	<i>\$18,582,000</i>
Total Direct Expenditures	\$102,000	\$650,000	\$1,098,000	\$9,555,000	\$14,557,000	\$6,960,000	\$32,922,000

1.3 Project Schedule

Design of the new vessel was completed in late 2020. Pre-construction work including preliminary terminal engineering is underway and will continue through 2024, with construction of the new vessel and terminal improvements anticipated to be completed in 2026.

Figure 1 – Lummi Island Ferry Replacement Schedule



¹ Cost inflated to year of expenditure

2 Potential Funding Sources

2.1 County Road Administration Board - County Ferry Capital Improvement Program (CRAB – CFCIP)

The CFCIP was created in 1991 to assist four counties in Washington State operating car ferries that extend the state and local highway system. Whatcom County can apply for a state grant of up to \$10 million; if approved by CRAB, the grant will be subject to additional legislative appropriation. It is anticipated that legislative approval will be secured by July 1, 2023, and funds will be distributed in 20 annual payments of \$500,000.

2.2 BUILD Grant (USDOT)

The Better Utilizing Investments to Leverage Development, or BUILD Transportation Discretionary Grant program, invests in road, rail, transit, ferry and port projects to build, improve and repair freight and passenger transportation networks across the United States. Previously known as Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grants, Congress has dedicated nearly \$8.9 billion for twelve rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact.

Responding to the FY 2020 call for projects, Whatcom County Public Works submitted a BUILD grant application requesting \$20 million for the Lummi Island Ferry System Modernization and Preservation Project. Although a grant was not awarded, the application was favorably evaluated and forwarded for final consideration. The USDOT has announced that they will publish a Notice of Funding Opportunity for FY 2021 BUILD grants by April 26, 2021.

2.3 FHWA Ferry Boat Program

Whatcom County receives an annual distribution of FHWA formula-based ferry boat discretionary funds for capital projects.

2.4 Vessel Replacement Surcharge on Fares

A capital replacement surcharge, as prescribed in RCW 36.54.200, could be levied against all fares to support construction of the new ferry. If a surcharge of \$1.00 on each vehicle and passenger fare is levied, approximately \$186,000 would be collected annually. Surcharge revenue collected after construction is complete will be used to help fund any debt incurred for the project and fund future vessel capital projects. Implementation of the surcharge will require Council action.

2.5 Property Tax Measure

A ferry district, as prescribed in RCW 36.54, may be formed by the Whatcom County Council. Such ferry district will have the authority to levy property taxes on all real and personal property within the boundaries of the district at a levy rate up to \$.75 per \$1,000 of assessed value. The annual yield will vary depending upon the size of the district and the levy rate established and is subject to the approval of a majority of the County Council. The levy rate could be limited in duration.

2.6 Debt Financing

Long-term debt is commonly used to finance large capital assets. While debt financing increases the total cost of a project, it allows state and local governments to acquire or build necessary capital assets sooner by borrowing for up-front costs that cannot be funded from existing reserves or revenues. Spreading out the debt payment over many years, local governments can smooth out their expense and create a more predictable cash flow. General obligation bonds secured by the full faith and credit of the County can be repaid through either existing general revenues and/or a property tax levy.

3 Proposed Funding Plan

As displayed in *Table 1 - Lummi Island Ferry Replacement Project Cost Estimate*, approximately \$33 million dollars is required over the next six years to fund the direct expenditures for the Lummi Island Ferry Modernization and Improvement project. Building a funding portfolio for a project of this size will be dependent upon a number of funding sources. A summary of funding levels by source is displayed in Table 3.

3.1 Proposed Funding Sources

3.1.1 BUILD Grant

USDOT has announced that a call for BUILD projects will be issued by April 2021. The project plans to request \$20 million which will likely require a 20 percent local match. Grant funds would be drawn as project expenditures are incurred.

3.1.2 CRAB CFCIP

The County has submitted the project to CRAB and plans to request the maximum grant award in the amount of \$10 million. If CRAB approves the CFCIP application at their spring 2022 meeting it will be forwarded to the legislature for funding in the 2023-2025 biennium. The grant will be distributed in \$500,000 annual payments over 20 years. The first payment is anticipated in calendar year 2023 and will provide part of the required local match to the BUILD grant repay project debt and reimburse the advance from the Road Fund.

3.1.3 FHWA Ferry Boat Discretionary

Formula funding allocations between 2022 and 2026 are estimated to contribute approximately \$1.3 million to project funding.

3.1.4 Ferry Capital Surcharge

The surcharge is expected to generate about \$186,000 annually. If imposed beginning January 2022, over the course of the project construction period it is estimated that the surcharge will collect approximately \$.9 million.

3.1.5 County Road Fund

As noted above, the CRAB grant is distributed over a 20-year period. To meet front-end cash flow requirements during the construction period, the County Road Fund will contribute between 2021 and 2026 a total of \$1.4 million in direct project funding and advance \$6 million from Road Fund reserves that will be reimbursed as over 16 years beginning in 2027.

Table 2 – County Road Funding Contribution by Year

County Road Fund	2021	2022	2023	2024	2025	2026	Total
Unreimbursed	102,000	700,000	555,000				\$ 1,357,000
Reimbursed			147,000	1,225,000	1,184,000	3,394,000	\$ 5,950,000
Total	\$102,000	\$700,000	\$ 702,000	\$1,225,000	\$1,184,000	\$3,394,000	\$ 7,307,000

3.1.6 Municipal Bond Debt Financing

Municipal bonds are assumed at 3% interest with a 10-year repayment period. This rate is similar to one realized recently by another municipality but has not been tested in the current bond market. No allowance has been made for short-term investment of unexpended funds during the construction period.

3.2 Funding Summary

The financial plan fully funds all anticipated project costs on schedule leveraging a \$2 million bond issuance and a \$6 million advance from Road Fund reserves repaid through the CRAB grant. The total cost of bond financing would be \$2.6 million. Although the plan does incorporate a \$1 surcharge on all fares collected, it does not require a new general tax revenue measure. Appendix A displays the cash flow pro forma statement for the proposed financing plan.

Table 3 Funding Summary Table ²

Funding Source	\$'s
Ferry Boat Program	1,250,000
BUILD Grant	20,000,000
CRAB Grant	10,000,000
Road Fund - Unreimbursed	1,357,000
Road Fund - Reimbursed	5,950,000
Capital Surcharge	930,000
Property Tax	
Municipal Bonds	2,000,000
Total Project Funding	\$ 41,487,000
Less Project Cost (with debt repayment)	\$ 41,487,000
Ending Cash Balance	0
Debt Financing	\$2,000,000 Bonds repaid over 10 years

² Capital Surcharge revenue for 2022-2026

Appendix A – Proposed Financial Plan Cash Flow Pro Forma

Financial Plan Preparation General Assumptions

- The financial plan will address this capital project only and will not include operating costs or revenues.
- November 2020 Washington State Economic and Revenue Forecast Table 2.1- IPD was used to inflation adjust shoreside project costs.
- Twenty-year average cost escalation rate from the Bureau of Labor Statistics PPI for ship building and repair was used to inflations adjust vessel project cost estimates.
- The proposed financial plan will be complete but will be preliminary in that informed or researched assumptions will be made about things such as bond interest rates, bond issuance fees, tax levy yields. However, these may be refined at a later date.
- A ten-year repayment term with 3% interest is assumed for the proposed municipal bond issuance.
- The proposed bond issuance package has not been reviewed by bond counsel or a financial institution.

See Excel file *Lummi Financial Plan Appendix 022221*

Lummi Ferry Modernization and Improvement Project
Project Financial Plan

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	Project Total
Expenditures																							
Total Vessel Investments	-	-	396,000	7,312,000	9,909,000	965,000																	\$ 18,582,000
Total Terminal Improvements	102,000	650,000	702,000	2,243,000	4,648,000	5,995,000																	\$ 14,340,000
Municipal Debt Servicing and Repayment					-	302,000	257,000	257,000	257,000	257,000	257,000	257,000	257,000	257,000	257,000								\$ 2,615,000
Road Fund Reimbursement							250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	700,000	500,000	500,000	500,000	500,000	500,000	500,000	\$ 5,950,000
Total Project Expenditures	\$ 102,000	\$ 650,000	\$ 1,098,000	\$ 9,555,000	\$ 14,557,000	\$ 7,262,000	\$ 507,000	\$ 507,000	\$ 507,000	\$ 507,000	\$ 507,000	\$ 507,000	\$ 507,000	\$ 507,000	\$ 507,000	\$ 700,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 41,487,000
Funding Sources																							
Ferry Boat Program	250,000	250,000	250,000	250,000	250,000	250,000																	\$ 1,250,000
BUILD Grant			878,400	7,644,000	11,477,600																		\$ 20,000,000
CRAB Grant			500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	\$ 10,000,000
Road Fund																							
Unreimbursed	102,000	700,000	555,000																				\$ 1,357,000
Reimbursed			147,000	1,225,000	1,184,000	3,394,000																	\$ 5,950,000
Capital Surcharge on Fares		186,000	186,000	186,000	186,000	186,000																	\$ 930,000
Municipal Debt Financing						2,000,000																	\$ 2,000,000
Total Capital Funding Available	\$ 102,000	\$ 1,136,000	\$ 2,516,400	\$ 9,805,000	\$ 13,597,600	\$ 6,330,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 41,487,000
Project Fund Balance	0	\$ 486,000	\$ 1,904,400	\$ 2,154,400	\$ 1,195,000	\$ 263,000	\$ 256,000	\$ 249,000	\$ 242,000	\$ 235,000	\$ 228,000	\$ 221,000	\$ 214,000	\$ 207,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-127

File ID:	AB2021-127	Version:	1	Status:	Agenda Ready
File Created:	02/17/2021	Entered by:	jking@co.whatcom.wa.us		
Department:	Treasurer's Office	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution to set hearing and notice of hearing on sale of county tax title property

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Pursuant to Whatcom County Code 1.10, the Whatcom County Property Management Committee has recommended sale of the following tax title property as surplus: Tax parcel number 380125 312183 0000; KEL BAY NUMBER 2 SOUTH 60 FEET OF LOT 65, AS PER MAP THEREOF, RECORDED IN BOOK 9 OF PLATS, PAGE 23, WHATCOM COUNTY, WASHINGTON. SEC 25 TWN 38 RGE 1E, and would be sold at public auction, following notification of adjacent property owners, for no less than \$1,877.53 (total taxes, interest, penalties and foreclosure costs.)

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed Resolution, Parcel Information

PROPOSED BY: _____
INTRODUCTION DATE: _____

RESOLUTION NO. _____

HEARING AND NOTICE OF HEARING ON
SALE OF COUNTY TAX TITLE PROPERTY

1 WHEREAS, the following described property is now, and has been the property
2 of the County of Whatcom, State of Washington, since November 22, 2013 and,
3

4 WHEREAS, the Whatcom County Council does deem it in the best interest of
5 the County and the people thereof that said property be sold; and,
6

7 WHEREAS, the Whatcom County Property Management Committee
8 recommends that the resolution be passed to effectively meet the legal requirement for
9 the disposal;
10

11 NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the
12 County to sell:
13

14 Parcel # 380125 312183 0000 / PID 40193
15

16 KEL BAY NUMBER 2 SOUTH 60 FEET OF LOT 65, AS PER MAP THEREOF,
17 RECORDED IN BOOK 9 OF PLATS, PAGE 23, WHATCOM COUNTY,
18 WASHINGTON. SEC 25 TWN 38 RGE 1E
19

20 For no less than taxes, interest, penalties and foreclosure costs of \$1,877.53 to
21 the highest and best bidder; and,
22

23 BE IT FURTHER RESOLVED by the Whatcom County Council, that a public
24 hearing on the matter of the sale of said property, under said terms, be held on the
25 _____ day of _____ 2021, at _____ p.m., at the _____,
26 Whatcom County, Washington; and,
27

28 BE IT FURTHER RESOLVED that the Clerk of the Whatcom County Council
29 shall give notice of such hearing in the manner prescribed by law under RCW
30 36.34.030.
31

32
33 APPROVED this _____ day of _____ 2021.
34

35
36 ATTEST:
37

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

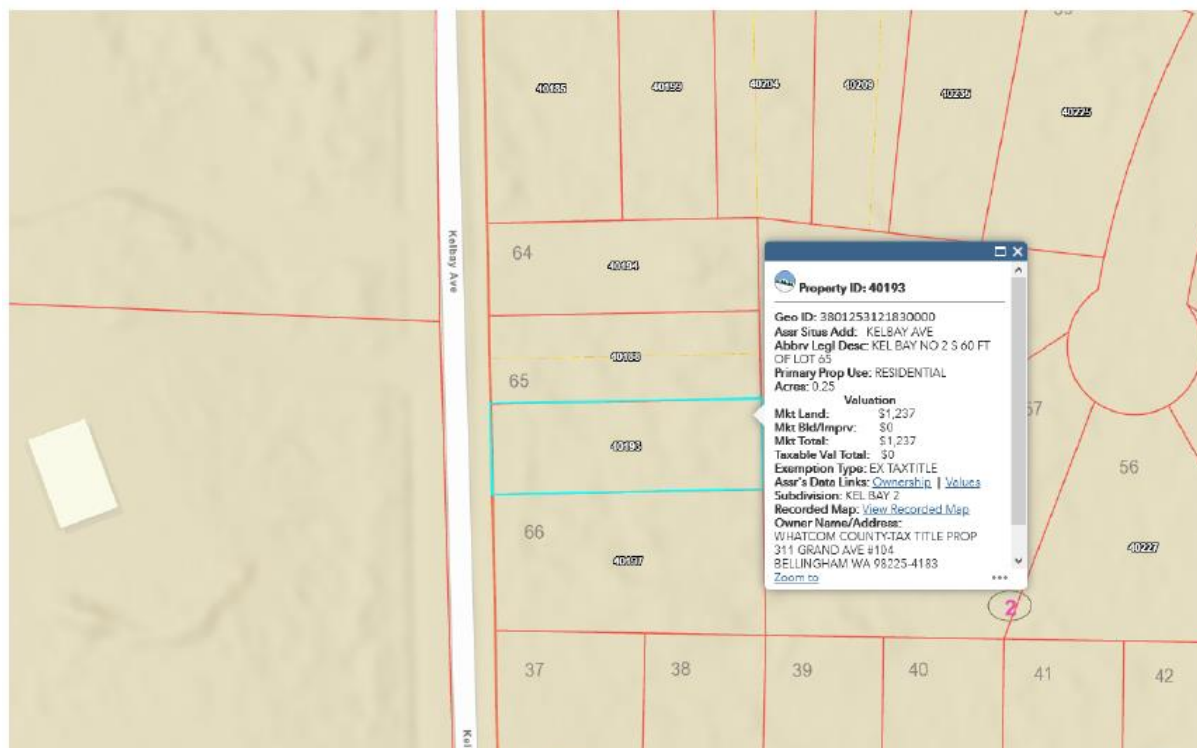
38
39 _____
40 Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

41
42 APPROVED AS TO FORM:
43

44
45 _____
46 Royce Buckingham, Civil Deputy Prosecuting Attorney

Application to purchase WC tax title property at Kelbay Ave in Ferndale
Parcel Number 380125-312183-0000 PID 40193 Acquired 11/22/2013





Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-129

File ID:	AB2021-129	Version:	1	Status:	Agenda Ready
File Created:	02/17/2021	Entered by:	jking@co.whatcom.wa.us		
Department:	Treasurer's Office	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution to set hearing and notice of hearing on sale of county tax title property

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Pursuant to Whatcom County Code 1.10 and pursuant to RCW 36.35.120, the Whatcom County Property Management Committee has recommended sale of the following tax title properties as surplus: Tax parcel number 3801324261740000; THE NORTH 50 FEET OF THE EAST HALF OF LOT 3, BLOCK 3, PLAT OF HUNTER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 2, RECORDS OF WHATCOM COUNTY WASHINGTON. SITUATE IN WHATCOM COUNTY WASHINGTON. and Tax parcel number 3801324261790000; THE SOUTH 50 FEET OF THE EAST HALF OF LOT 2, BLOCK 3, PLAT OF HUNTER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 2, RECORDS OF WHATCOM COUNTY WASHINGTON. SITUATE IN WHATCOM COUNTY WASHINGTON, to be sold together at public auction to a single buyer, following notification of adjacent property owners, for no less than \$3,612.33 (total taxes, interest, penalties and foreclosure costs.)

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed Resolution, Parcel Information

PROPOSED BY: _____
INTRODUCTION DATE: _____

RESOLUTION NO. _____

HEARING AND NOTICE OF HEARING ON
SALE OF COUNTY TAX TITLE PROPERTIES

1 WHEREAS, the following described properties are now, and have been the
2 property of the County of Whatcom, State of Washington, since November 17, 2017;
3 and,
4

5 WHEREAS, the Whatcom County Council does deem it in the best interest of
6 the County and the people thereof that said properties be sold; and,
7

8 WHEREAS, the Whatcom County Property Management Committee
9 recommends that the resolution be passed to effectively meet the legal requirement for
10 the disposal; and,
11

12 WHEREAS, the Whatcom County Property Management Committee
13 recommends that Parcel #380132 426174 0000 / PID 40959 and Parcel # 380132
14 426179 0000 / PID 40960 be sold together to a single buyer to maximize value and to
15 aid or enhance County land use planning and the functionality of the properties;
16

17 NOW, THEREFORE, BE IT RESOLVED that, pursuant to RCW 36.35.120, it is
18 in the best interest of the County to sell:
19

20 Parcel # 380132 426174 0000 / PID 40959
21

22 THE NORTH 50 FEET OF THE EAST HALF OF LOT 3, BLOCK 3, PLAT OF
23 HUNTER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN
24 VOLUME 6 OF PLATS, PAGE 2, RECORDS OF WHATCOM COUNTY
25 WASHINGTON. SITUATE IN WHATCOM COUNTY WASHINGTON
26

27 Together with
28

29 Parcel # 380132 426179 0000 / PID 40960
30

31 THE SOUTH 50 FEET OF THE EAST HALF OF LOT 2, BLOCK 3, PLAT OF
32 HUNTER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN

VOLUME 6 OF PLATS, PAGE 2, RECORDS OF WHATCOM COUNTY
WASHINGTON. SITUATE IN WHATCOM COUNTY WASHINGTON

For no less than taxes, interest, penalties and foreclosure costs of \$3,612.33 to
the highest and best bidder; and,

BE IT FURTHER RESOLVED by the Whatcom County Council, that a public
hearing on the matter of the sale of said property, under said terms, be held on the
_____ day of _____ 2021, at _____ p.m., at the _____,
Whatcom County, Washington; and,

BE IT FURTHER RESOLVED that the Clerk of the Whatcom County Council
shall give notice of such hearing in the manner prescribed by law under RCW
36.34.030.

APPROVED this _____ day of _____ 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Royce Buckingham, Civil Deputy Prosecuting Attorney

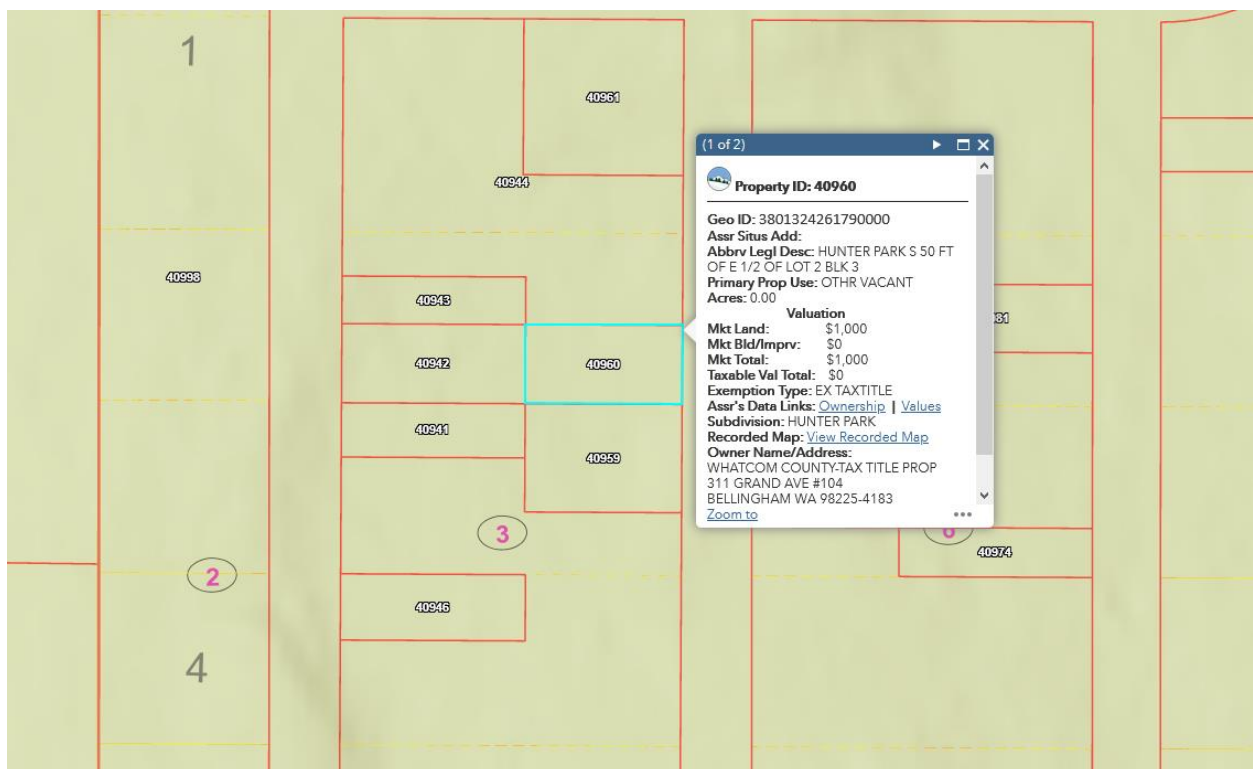
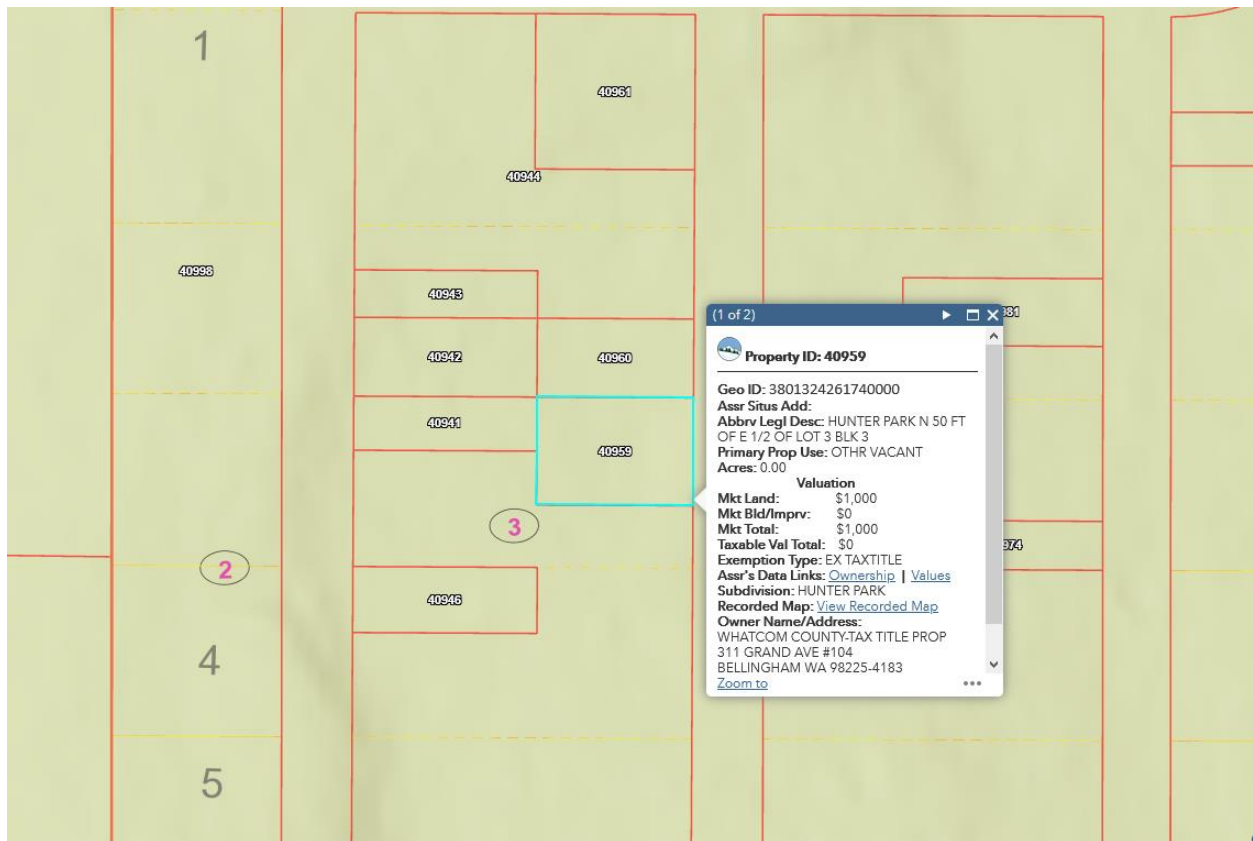
Application to purchase WC tax title property on Lummi Island

Parcel Number 380132-426174-0000 PID 40959 Acquired 11/17/2017

Parcel Number 380132-426179-0000 PID 40960 Acquired 11/17/2017



Whatcom County Tax Parcel Viewer





Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-157

File ID:	AB2021-157	Version:	1	Status:	Agenda Ready
File Created:	03/04/2021	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and Fire Protection District #7 to extend the agreement through December 31, 2022 in the amount of \$296,995

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Amendment, Routing Form

MEMORANDUM

To: Whatcom County Council Members
From: Mike Hilley, EMS Manager
Subject: Community Paramedic Interlocal
Date: March 3, 2021

Requested Action:

We are asking the Council to approve the amendment to the interlocal agreement between Whatcom County and Fire Protection District #7 (FD7) for the purposes of extending the current agreement through 2022 and adding the vehicle rental and durable equipment to the budget.

The current agreement with FD7 expires July 31, 2021. This amendment will extend the agreement through the end of 2022 and provide the budget authority as adopted through the biennial budget process through Ordinance 2020-068.

Background and Purpose:

Community Health programs are evolving with associated outreach programs that include the Ground Response and Coordinated Engagement (GRACE) team. FD7 has operationalized a Community Paramedic/Health program as modeled by the Bellingham Fire Department since 2019. The combined efforts of both ALS agencies providing these services has resulted in a significant reduction of the overuse of 911 by those enrolled in the program. This model is being expanded into the county with additional Community Paramedic's and Sheriff's Deputies supported by case workers from the GRACE Team which includes four case management specialists, a community health worker (CHW), a part-time Nurse Practitioner (ARNP), Program Manager and Administrative Assistants.

The goal of the program is to direct patients to the right care at the right time in an effort to reduce frequent use of the 911 system for both EMS and Law Enforcement. The Community Paramedic commitment is programmed through the life of the current levy as outline in the interlocal agreement.

Funding Amount and Source:

This amendment increases the contract by \$296,994 through the EMS Levy Fund.

Amendment No. 1
Whatcom County Interlocal Agreement No. 201907038
CONTRACT BETWEEN WHATCOM COUNTY AND
Fire Protection District No. 7

THIS AMENDMENT is to the Interlocal Agreement between Whatcom County and Fire Protection District No. 7, dated August 8, 2019 and designated "Whatcom County Contract No. 201907038". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term to December 31, 2022 and increases the maximum consideration by \$296,994 to a total consideration of \$ 704,124 as outlined in THE REVISED Exhibit A, Budget attached.

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: January 1, 2021, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Fire Protection District No. 7 have executed this Amendment on the date and year below written.

Executed this ____ day of _____, 2021, for Fire Protection District No. 7.



Larry Hoffman, Fire Chief

WHATCOM COUNTY
Approved as to Form:

Christopher Quinn per email 03/04/21
Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

:

EXHIBIT 'A'
BUDGET

The Contract number shall be included on all billings or correspondence. The maximum consideration for this contract is \$192,350 for year one beginning January 1, 2021 and \$197,194 for year two (2022). For a total amended amount of \$704,124.

Allowable expenses include reimbursement for items listed below that can be directly linked to services. Fire Protection District No. 7 will submit invoices detailing allowable expenditures as outlined below. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

	2021*	2022
Wages-CPM/Benefits	\$179,750	\$184,244
Vehicle Expenses	\$ 7,200	\$ 7,200
Fuel	\$ 4,250	\$ 4,500
Cell/Ipad/Iphone	\$ 1,150	\$ 1,200
Total	\$192,350	\$197,144

*Original contract budgeted \$92,500 for 2021 covering January 1 through the term date of **July 31, 2021**.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201907039-1

Originating Department:	Executive Office
Division/Program: (i.e. Dept. Division and Program)	EMS Administration
Contract or Grant Administrator:	M. Hilley, EMS Manager
Contractor's / Agency Name:	Fire Protection District #7
<p>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"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input 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: 130115</p> <p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000.</p> <p><input type="checkbox"/> Contract work is for less than 120 days.</p> <p><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</p> <p><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 407,130</p> <p>This Amendment Amount:</p> <p>\$ 296,995</p> <p>Total Amended Amount:</p> <p>\$ 704,125</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
<p>Summary of Scope: The purposes of this agreement is to provide for the cost reimbursement for two Community Paramedics (CPMs) that shall provide mobile integrated health services inclusive of all EMS/Fire Districts within Whatcom County.</p>	
Term of Contract:	Expiration Date: January 1, 2023

Contract Routing:	1. Prepared by: M. Hilley	Date: 03/02/2021
	2. Attorney signoff: C. Quinn	Date: 03/04/2021
	3. AS Finance reviewed: BBennett	Date: 03/04/2021
	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:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-159

File ID:	AB2021-159	Version:	1	Status:	Agenda Ready
File Created:	03/08/2021	Entered by:	FBurkhar@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Patrol to lease tower access at the WSP Sumas Mountain Communications Site for a period of 10 years in the amount of \$15,304.28

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Staff Memo

HISTORY OF LEGISLATIVE FILE

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

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

MEMO

To: Satpal Singh Sidhu, County Executive

From: Sheriff Bill Elfo, Director
John Gargett, Deputy Director
Whatcom County Sheriff's Office Division of Emergency Management

Subject: Whatcom County Integrated Public Safety Radio Network
Sumas Mountain Communications Site Lease

Date: March 4, 2021

Enclosed are two originals of the lease between Whatcom County and Washington State Patrol (WSP) for leasing tower access and equipment space at the WSP Sumas Mountain Communications Site.

- Background and Purpose

The Whatcom County Integrated Public Safety Radio Network, used by all first responder agencies county-wide, utilize multiple communications sites to provide coverage for Whatcom County. All tower leases have been previously managed by the Whatcom County Council of Governments through the NWLERN contract, which expired 12/31/2020. Management of all tower leases has reverted to Whatcom County.

The lease for the WSP Communications Site on Sumas Mountain has expired and needs to be renewed. This 10-year lease allows Whatcom County the continued ability to maintain communications for first responders. The costs for this lease are established by Washington State on a cost recovery only basis. Commercial rates could run 10-15x higher on an annual basis.

The performance period for this lease runs from January 1, 2021 through December 31, 2030.

- Funding Amount and Source

\$15,304.28 over ten years (\$1,335 for 01/01/2021-12/31/2021, with an annual rate increase of 3%) will be funded by the Sheriff's Office Division of Emergency Management Public Safety Radio System budget.

If you have questions, please contact John Gargett (360-778-7160).

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Division of Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Washington State Patrol
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? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: 1673519001	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 15,304.28 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: To lease tower access and equipment space at the WSP's Sumas Mountain Communications Site.	
Term of Contract: Ten Years Expiration Date: 12/31/2030	

Contract Routing:	1. Prepared by: F Burkhart	Date: 03/04/2021
	2. Attorney signoff: B Waldron (via email)	Date: 02/17/2021
	3. AS Finance reviewed: B Bennett (via email)	Date: 03/02/2021
	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: _____



**STATE OF WASHINGTON
WASHINGTON STATE PATROL
FACE SHEET**

COMMUNICATION SITE LEASE		LESSEE'S LEASE NO.		WSP LEASE NO. K16585	
LESSEE					
COMPANY NAME WHATCOM COUNTY			DOING BUSINESS AS (DBA) WHATCOM COUNTY SHERIFF'S OFFICE		
MAILING ADDRESS 311 Grand Avenue, Bellingham, WA 98225			BILLING ADDRESS (IF DIFFERENT FROM MAILING)		
LEASE CONTACT NAME Robert Greene		TITLE Public Safety Communications Manager		PHONE NUMBER 360-778-7166	
TECHNICAL CONTACT NAME Robert Greene		TITLE Public Safety Communications Manager		PHONE NUMBER 360-778-7166	
WSP (LESSOR)					
SITE CONTACT Mr. Bob Peterson		PHONE NUMBER 360-534-0615		EMAIL Bob.peterson@wsp.wa.gov	
TECHNICAL CONTACT Engineering Group		ELECTRONICS SVCS DIV (ESD) CONTACT Mr. Joe Frost		TECHNICAL / ESD CONTACT EMAIL esdcs@wsp.wa.gov	
BACKGROUND CHECK AND SECURITY TRAINING CONTACT Mr. Joe Frost				EMAIL Joe.frost@wsp.wa.gov	
CONTRACTING CONTACT NAME Ms. Blessing Guillermo		EMAIL blessing.guillermo@wsp.wa.gov		PHONE NUMBER 360-596-4036	
PAYMENTS BUDGET & FISCAL SERVICES		ADDRESS PO BOX 42602		CITY, ZIP OLYMPIA, WA 98504-2602	
COMMUNICATION SITE/LEASE INFORMATION					
NAME OF SITE Sumas Mountain		ADDRESS OF SITE, IF ANY			
COMMENCEMENT DATE 1/1/2021		TERMINATION DATE 12/31/30		LEASE AMOUNT \$15,304.28	
THIS LEASE CANCELS, SUPERSEDES, AND/OR REPLACES WSP LEASE NUMBER					
ATTACHMENTS. THE FOLLOWING ARE ATTACHED TO AND INCORPORATED INTO THIS LEASE:					
Addendum: Addendum A, Definitions Addendum B, Access to WSP Facilities Addendum C, Background Checks /Authorization to Release Information Addendum D, WSP Minimum Communication Site Facility Standards Addendum E, Insurance Requirements Addendum F, Key Agreement			Exhibits: Exhibit A, Legal Description and Site Access Exhibit B, Technical Data Sheet Exhibit C, Fees		
This Lease contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Lease and have the authority to enter into this Lease.					
SIGNATURES					
WASHINGTON STATE PATROL:			LESSEE:		
John R. Batiste, Chief		Date:		Name and Title:	
				Date:	

APPROVED AS TO FORM: MAY 18, 2020

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COMMUNICATION FACILITY

1. Definitions. For purposes of this lease, definitions are listed in Appendix A, Definitions.
2. Premises. WSP hereby leases to Lessee the Premises as described in Exhibit A, Legal Description and Site Access. This Lease does not create any estate or transfer any interest in real estate.
3. Lessee's Acceptance of Premises. Lessee has examined the Premises and accepts it in its present condition as part of the consideration of this Lease.
4. Permitted Use. The Premises may be used by Lessee only for the installation, operation, maintenance, upgrading, and removal of unstaffed personal communications equipment and related telecommunications activities for which Lessee is legally authorized to provide. Lessee shall not use the Premises for any other purposes without the prior written authorization of WSP.
5. Access to Premises.
 - a. Lessee's access to the Premises shall be at the location(s) indicated on Exhibit A, Legal Description and Site Access.
 - b. For unaccompanied or unescorted access to WSP facilities, electronic equipment and/or computer systems, Lessee shall comply with WSP's policies regarding secured access as listed in Addendum B. Only Lessee and/or Lessee's representatives that have passed background checks are authorized access to WSP facilities.
 - c. When background checks are completed and passed, Lessee may access the Premises twenty-four (24) hours a day, seven (7) days a week for maintenance and operation of Lessee's Communication Facility. Lessee shall email WSP Technical Contact listed on the Face Sheet within 24 hours of visit.
 - d. In the event of an emergency, such as, but not limited to, road failure, evacuation, natural disasters, hazardous substance spills, fatal accidents, and special events, Lessee's access may, at the WSP's discretion, be limited or temporarily suspended or terminated. Such limitation, suspension or temporary termination in Lessee's access may be restored as soon as the circumstances allow and at the WSP's discretion.

LEASE TERM, RENEWALS, AND MODIFICATIONS

6. Term. The Term of this Lease shall be:

Ten (10) years from the Commencement Date to the Termination Date. Termination Date may change due to Renewal.

7. Renewal.

- a. This Lease may be renewed on the Renewal Date for one (1) additional (*choose one: Governmental/Public safety agencies: ten-(10) year or Commercial entities: five-(5) year*) period (Renewal Period) for no more than a total of (*choose one: Governmental/Public safety agencies: 20 years or Commercial entities: 10 years*), provided that:

- 1) Lessee is not in default and has not been in default during the term of this Lease,

- 2) There is no public need for the Premises,
 - 3) Lessee does not impair the safety or operation of WSP's facility, as solely determined by WSP, and
 - 4) The terms and conditions of this Lease conform to then existing state policies or practice, laws, regulations, and contracts, or Lessee is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts.
- b. Prior to approval of a Renewal Period, WSP shall review the current status of the rental account to reconcile the account balance. Lessee shall be required to pay any delinquent rents prior to approval of the Renewal Period. Any outstanding rent credit shall be applied to the next annual rent payment. Lessee shall be responsible for any remaining balance of the rental account after the applicable rent credit is applied.
 - c. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policy, practice, laws, regulations, or contracts and as reflected in a written amendment signed by both parties.
 - d. Lessee shall give notice of its intent to renew this Lease for the Renewal Period at least three (3) months, but no more than twelve (12) months prior to the expiration of this Lease, or any extension thereof.
8. Lease Modifications. This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by a written amendment to this Lease signed by all parties. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right by either party, unless by written amendment shall discharge or invalidate such covenant or provision, or affect the right of the either party to enforce the same in the event of any subsequent breach or default.

RENT AND PAYMENT

9. Rent.
 - a. Rent price shall be based on Lessee's equipment as detailed in Exhibit C – Technical Data Sheet(s), the space occupied on Lessor's property, and expenses incurred for Lessee's use of the Communication Facility. Lessee agrees to pay rent for the Premises to WSP on or before the Payment Date then annually on or before the Payment Date thereafter during the entire Term of this Lease as stated on Exhibit D – Fees.
 - b. Lessee warrants that it is centrally assessed by the Washington State Department of Revenue (DOR), pays Leasehold Excise Tax (LET) directly to DOR, and is not required to pay LET to WSP at the time of executing this Lease. Should Lessee's central assessment status change Lessee agrees to immediately notify WSP and begin paying applicable LET to WSP. It is the responsibility of Lessee to ascertain whether payment of LET is required to WSP or DOR. If Lessee is centrally assessed by DOR, Lessee shall provide WSP documentation of Lessee's central assessment status within thirty (30) days of execution of this Lease.
 - c. Rent will be paid during the entire Term of this Lease at the addresses designated on the Payment address listed on the Face Sheet.

- d. All payments shall have the WSP lease number on all payment documents.
- e. If multiple premises' rental payments are submitted in one check, a breakdown of all corresponding premises' and their rent amounts shall be clearly identified by the WSP lease numbers. Payments that do not include this information or are not for the required rent amount may be returned and delinquent fees will be applied.
- f. The receipt of any rent payment by WSP, with knowledge of any breach of this Lease by Lessee or of any default on the part of Lessee in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed a past, present, or future waiver of any provision of this Lease.

10. Rent Adjustments.

- a. Rent will be increased annually throughout the Term of this Lease on the Annual Rent Adjustment Date.
- b. Annual Rent Adjustments will continue throughout any Renewal Period in the same manner and on the same basis as during the original Lease Term. Annual Rent Adjustments will continue throughout any Renewal Period in the same manner and on the same basis as during the original lease Term.
- c. The Payment Date shall remain the same throughout any and all Renewal Periods irrespective of rent adjustments.
- d. At the time of any Premises modification or Communication Facility upgrade, rent may be adjusted at WSP's discretion by either the WSP rate calculator or an amount that reflects changes in comparable rents as identified in an appraisal or market evaluation, whichever is higher. In no event shall the rent be less than the initial amount.

11. Additional Expenses. Additional expenses not listed in the Fees and is incurred by or required for Lessee's use of its Communication Facility shall be borne by Lessee.

12. Holdover. If Lessee remains on the Communication Facility without a current lease agreement, Lessee shall remit a monthly payment until lease is renewed or Lessee has vacated Facility. Payment will be at 150 percent times the monthly rate before the lease expired.

13. Charge for Delinquent Payment. If any sums payable to WSP are not received by the fifteenth (15th) calendar day following the Payment Date, Lessee shall pay WSP, in addition to the amount due, for the cost of collecting and handling such delinquent payment Twenty-five and 00/100 Dollars (\$25.00) and one percent (1%) of the delinquent amount. In addition, all delinquent sums payable by Lessee to WSP and not received by WSP within fifteen (15) calendar days of the Payment Date shall, at WSP's option, bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate allowable by law is less than twelve percent (12%), interest charged hereunder shall not exceed that amount. Interest on all delinquent amounts shall be calculated from the Payment Date to the date WSP receives payment. Also there shall be a charge for any check returned uncollectible in accordance with WAC 468-20-900. WSP and Lessee agree that such charges represent a fair and reasonable estimate of the costs incurred by WSP by reason of delinquent payments and uncollectible checks. WSP's acceptance of less than the full amount of any payment due from Lessee shall not be deemed an accord and satisfaction, waiver, or compromise of such payment unless specifically agreed to in writing by WSP.

COOPERATION IN USE OF PREMISES AND COMMUNICATION FACILITY

14. Compliance with WSP's Minimum Communication Site Facility Standards. Lessee agrees to comply with the "WSP Minimum Communication Site Standards" (Addendum D) and any revisions thereto as may be made to comply with the latest standards endorsed by the Western Washington Cooperative Interference Committee. Any upgrades to meet the most current standards will be borne proportionately by all occupants.

15. WSP's Right of Entry and Inspection.

- a. WSP, for itself and its employees, agents, and contractors, reserves the right to enter upon the Premises at any time and without notice to Lessee, but not to go inside Lessee's equipment shelter, except by reasonable notice to Lessee and in Lessee's presence, for the purpose of operation, inspection, maintenance, construction, or reconstruction of the Premises facilities located thereon or any element thereof. Further, WSP may also, from time to time, go upon the Premises for the purpose of inspecting any excavation, construction, or maintenance work being done by Lessee. WSP will take all reasonable measures to minimize any disruption to Lessee. WSP shall in no way be responsible for any incidental or consequential damages, including, but not limited to, lost profits due to such loss of use by Lessee; provided that, Lessee may be entitled to a pro rata reduction of rent for the period in which the Premises could not be used by Lessee due to such entry.
- b. Entry upon the Premises for any other purpose by WSP shall be conducted during the hours of 6 a.m. to 6 p.m.

16. Maintenance of Facility.

- a. Lessee shall, at its own expense and at all times, keep the Premises and Communication Facility neat, clean, and in a sanitary condition, and keep and use the Premises and Communication Facility in accordance with all applicable laws, ordinances, rules, regulations, and requirements of governmental authorities. Lessee shall permit no waste, damage, or injury to the Premises or on the access to the Premises. Lessee shall not allow debris or refuse to accumulate on the Premises. Lessee shall make such repairs as necessary to maintain the Premises in as good condition as existed on the Commencement Date. Repairs for damages caused by Lessee's or Lessee's subcontractor's actions will be at Lessee's expense. Reasonable wear, and damage by fire and other casualty for which Lessee is not responsible are exempted.
- b. To the extent possible, Lessee shall protect the Premises from fire and shall report any fires on the Premises to WSP, by phone, as soon as possible after Lessee becomes aware thereof, to the WSP Technical contact.
- c. Weed control shall be provided by WSP. No additional spraying without prior approval by WSP is permitted.

17. WSP's Reservation of Right to Maintain and Grant Utility Franchises and Permits.

- a. WSP reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits across the Premises; provided that, such franchises and/or permits do not materially interfere with Lessee's authorized use of the Premises. Such installation will be accomplished in such a manner as to minimize any

disruption to Lessee. The franchise or permit holder will be required to restore paving, grading, and improvements damaged by the installation.

- b. Lessee will not disturb markers installed by a franchise or permit holder and will contact the franchise or permit holder prior to any excavation in order that the franchise or permit holder may locate the utility. It is Lessee's responsibility to protect legally installed underground utilities from damage caused by itself, its contractors, agents, employees, Lessees, and/or invitees.
- c. Prior to any operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced to a vertical depth of twelve inches (12") or greater, Lessee shall call the locator service in Lessee's area as required by Chapter 19.122 RCW to ascertain the existence of underground utilities.
- d. Lessee shall comply with all provisions of Chapter 19.122 RCW relating to underground facilities.

18. Lessee Permits.

- a. Lessee shall secure all necessary federal, state, and local licenses and permits at its sole expense.
- b. WSP hereby authorizes Lessee to make any and all applications and/or submissions necessary to obtain all licenses and permits (Government Approvals) from all applicable governmental and/or regulatory entities required for construction of wireless communication facilities on the Premises. To the extent authorized by law, WSP agrees to cooperate with Lessee, at no cost to WSP other than administrative costs, in the submission and/or processing of any such applications, and agrees to execute any documents, applications, or other submissions required therefore. To the extent authorized by law, WSP further agrees to take no action that will inhibit, impede, or delay Lessee's ability to obtain said Governmental Approvals.

19. Utility Improvements. Should Lessee require the installation of utility lines or facilities on the Premises, either on its own or under contract with a third-party utility provider, Lessee shall, before installation of such utility lines or facilities, obtain all required Utility Franchises or Permits and keep such franchise or permit in force for the duration or any extension of this Lease.

20. Advertising Devices, Signs, and Lighting.

- a. Advertising devices are not permitted on the Premises.
- b. Lights outside of Lessee's equipment shelter require WSP's written authorization.
- c. Lessee shall post and maintain on its shelter a sign no larger than one foot by one foot (1' x 1') giving the Lessee's site number and an emergency telephone number. No other signs are permitted on the Premises.

21. Collocation.

- a. WSP reserves the right to collocate equipment on the Premises for other users at WSP's discretion. Lessee agrees to facilitate such collocation and WSP agrees that such collocation shall not Materially Interfere with Lessee's authorized use of the Premises.
- b. Lessee shall not authorize any other users' use of the Premises or its Communication Facility located on the Premises without WSP's prior written authorization. WSP will negotiate a separate lease with such interested users for use of WSP property.

- c. WSP shall not permit collocations where it can be shown, to WSP's satisfaction, that such installation will Materially Interfere with Lessee's uses authorized in this Lease. Lessee's Communication Facility shall not be taken off-air to accommodate a third party user without Lessee's prior written authorization. No third party user shall have access to Lessee's equipment shelter without Lessee's prior written authorization.
- d. Lessee shall not be required to share space within its leased area with third party users. All materials, transmitters, shelter space, antennas, coax, and other required items for installation of any third party user's facilities shall be supplied at the sole cost and expense of said user. All materials, transmitters, shelter space, antennas, coax, and other required items for installation of the facilities of other users shall be supplied at the sole cost and expense of such other users.

22. Relocation.

- a. Should WSP determine it has a need for a location where Lessee's equipment is located and deem it necessary to relocate Lessee's equipment on the tower or within the Communication Facility, Lessee shall at its expense, relocate its equipment to a location(s) identified by WSP; provided that:
 - 1) WSP shall provide Lessee with thirty (30) calendar days written notice of the proposed relocation and the notice shall identify the proposed location(s) approved by WSP; and
 - 2) Lessee shall diligently proceed with such relocation, which WSP acknowledges could take up to twelve (12) months to complete from the time written notice is issued to Lessee; and
 - 3) such relocation will be performed exclusively by Lessee or its agents; and
 - 4) Lessee shall provide new Construction Drawings to reflect the new equipment location(s) and corresponding changes to the Communication Facility; and
- b. If in Lessee's judgment no suitable location(s) can be found within the Communication Facility, Lessee shall have the right to terminate this Lease upon thirty (30) days prior written notice to WSP, without penalty or further obligation. Lessee shall be entitled to a pro rata refund of rent pre-paid for the Premises beyond the Termination Date in the event Lessee terminates the lease for this reason.

23. Non-Interference.

- a. Lessee shall not use the Premises or access areas in any way which Materially Interferes with the use of the adjacent WSP property or WSP's use of the Premises. Similarly, WSP shall not use, nor shall WSP permit its Lessees, employees, or agents to use, any portion of the Premises or WSP's property in any way which Materially Interferes with the operations of Lessee authorized by this Lease.
- b. Further, such interference shall include, but not be limited to, any use on the Premises or adjacent WSP property that causes electronic degradation of authorized communications uses and/or radio signals. Such Interference shall be terminated immediately upon notice by the other party. In the event any such Interference does not cease promptly, the parties acknowledge that continuing Interference may cause irreparable injury and, therefore, the injured party shall have the right to bring an action to enjoin such Interference or to terminate this Lease immediately upon written notice.
- c. WSP agrees that it will require any other occupants of the Premises subsequent to Lessee to provide the same assurances against Material Interference and Interference, and such subsequent

occupant shall have the obligation to eliminate any Material Interference and Interference in relation to Lessee's authorized use of the Premises caused by such subsequent occupant.

- d. WSP and Lessee shall have the right to conduct intermodulation tests and interference analyses at Lessee's expense. Lessee and WSP covenant and agree that their transmissions will at no time interfere with those of other users authorized to be located on the Premises. Further, WSP and Lessee agree that they will not alter their existing transmission frequencies or antenna locations so as to interfere with those transmissions of other users. Lessee shall advise the WSP Technical Contact or other such person or address as may be designated in writing by WSP, in writing thirty (30) calendar days prior to changing its transmission frequency, antenna type, or location so that WSP can conduct interference analyses. WSP shall advise Lessee in writing thirty (30) calendar days prior to changing its transmission frequency. WSP and Lessee agree to coordinate their respective transmission frequencies in such a manner that neither will interfere with the reception nor broadcast of the other. WSP shall require any future users' of the tower to conduct the same tests and show that such future users will not create Interference.

24. Taxes, Assessments, and Utilities.

- a. Lessee agrees to pay all taxes and assessments which are the result of Lessee's use of the Premises and/or which may hereafter become a lien on the interest of Lessee in accordance with RCW 79.44.010. Lessee shall pay all taxes which may hereafter be levied or imposed upon the interest of Lessee or by reason of this Lease.
- b. Lessee is responsible for and agrees to pay for utilities that serve Lessee's use of the Premises.

25. Liens.

- a. Nothing in this Lease shall be deemed to make Lessee the agent of WSP for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. Lessee acknowledges that WSP may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by Lessee.
- b. Lessee shall at all times defend, indemnify, and hold harmless WSP from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, caused by Lessee or as a result of Lessee's actions or omissions and from the cost of defending against such claims, including attorneys' fees.
- c. In the event a lien in connection with the aforesaid activities by Lessee is filed upon the Premises, Lessee shall either:
 - 1) Record a valid Release of Lien, or
 - 2) Deposit sufficient cash with WSP to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to a lien holder claim, or
 - 3) Procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.
 - 4) Should Lessee fail to accomplish any of the above options within thirty (30) calendar days after the filing of such a lien, Lessee shall be in default.

26. Encumbrances. Lessee shall not encumber the Premises.

27. Condemnation. The Premises shall not be considered as part of or as contributing to the use of any adjoining or other properties owned, used, or controlled by Lessee in the event such other property or property rights of Lessee are subject to condemnation at the time of execution of the Lease or subsequent to the execution of this Lease.

IMPROVEMENTS, FIXTURES, PERSONAL PROPERTY

28. Improvements and Fixtures.

- a. Lessee shall not construct or make improvements unless authorized in writing by WSP. Examples of such work include, but not limited to, the construction of a new tower, communications or generator building, fuel tank or significant construction requiring permits by local government agencies. All improvements made on the Tower and/or cause an expansion of the Premises without the written consent of WSP are unauthorized and shall, at the option of WSP, be removed by Lessee, be removed by WSP at the cost to Lessee, or become the property of WSP.
- b. Lessee shall not change the previously approved equipment unless authorized in writing by WSP. Changes may include, but not limited to, equipment swapping, improvements, and/or enhancements. Lessee is to submit approval requests using the format and procedure provided by WSP at (*insert URL address to WSP's application workbook*). No work may commence without WSP's approval of the request and an amendment executed by both parties. Such authorization shall not be unreasonably withheld or delayed. WSP reserves the right to waive an amendment.
- c. Per lease application workbook, WSP may require any or all of the following for review and approval:
 - 1) Application
 - 2) Technical Data sheet
 - 3) Tower structural analysis
 - 4) Complete set of plans and specifications for grading and all improvements proposed to be placed. Plans shall be affixed with an appropriate professional structural engineer's license.
 - 5) Site Plan
 - 6) Intermodulation Study. Lessee shall sign a non-disclosure agreement in order to receive WSP's frequencies.
- d. A Radio Frequency Study may be requested after changes are installed. If OSHA limits are exceeded, WSP shall require Lessee to comply with OSHA requirements at Lessee's expense and within the time limit established by WSP.
- e. WSP may inspect the Premises for any work done by Lessee to insure compliance with the authorized plans and specifications or otherwise. This right shall not impose any obligation upon WSP to make inspections to ascertain the safety of Lessee's improvements or the condition of the Premises.
- f. Lessee expressly acknowledges and agrees that WSP's rights under this Lease to review, comment on, disapprove, and/or authorize designs, plans specifications, work plans, construction, equipment, installation:
 - 1) exist solely for the benefit and protection of WSP,

- 2) do not create or impose upon WSP any standard or duty of care toward Lessee, all of which are hereby disclaimed,
- 3) may not be relied upon by Lessee in determining whether Lessee has satisfied any and all applicable standards and requirements, and
- 4) may not be asserted, nor may WSP's exercise or failure to exercise any such rights be asserted, against WSP by Lessee as a defense, legal or equitable, to Lessee's obligation to fulfill such standards and requirements and regardless of any acceptance or acknowledgement of work by WSP.

29. Lessee's Personal Property.

- a. Lessee's personal property located on the Premises shall remain the exclusive property of Lessee. WSP shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained in or about the Premises, except such claims or losses that may be caused by WSP or its agents or employees.
- b. WSP hereby waives any and all lien rights it may have, statutory or otherwise, concerning Lessee's radio transmitting or receiving equipment or any portion thereof, which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and WSP gives Lessee the right to remove all or any portion of same from the Premises from time to time in Lessee's sole discretion and without WSP's consent, except as otherwise provided in this Lease.

TERMINATION AND EXPIRATION

30. Termination by WSP.

- a. WSP may terminate this Lease, without penalty or further liability as follows:
 - 1) upon fifteen (15) calendar days written notice to Lessee, if Lessee fails to cure a default for payment of amounts due under this Lease within that 15 calendar-day period;
 - 2) upon not less than thirty (30) calendar days written notice if the Premises has been abandoned, in WSP's sole judgment, for a continuous period of ninety (90) calendar days;
 - 3) upon thirty (30) calendar days written notice to Lessee, if Lessee defaults, other than for nonpayment of rent and fails to cure such default within that 30 calendar-day period, or if Lessee is diligently working to cure the default, such longer period, as may be reasonably determined by WSP;
 - 4) upon thirty (30) calendar days written notice to Lessee, if Lessee does not complete construction of the improvements within one hundred eighty (180) calendar days from the Commencement Date of this Lease. WSP and Lessee may mutually agree in writing to extend the above 180 calendar-day period to accommodate conditions out of the control of either party, such as, but not limited to, weather, availability of equipment, and availability of utilities;
 - 5) immediately, upon written notice to Lessee, if Lessee causes Material Interference and fails to cure as provided in Section 21, Non-Interference;

- 6) immediately, upon written notice, if a receiver is appointed to take possession of Lessee's assets, Lessee makes a general assignment for the benefit of creditors, or Lessee becomes insolvent or takes or suffers action under the Bankruptcy Act;
 - 7) upon one hundred eighty (180) calendar days written notice if WSP determines that it is in the best interest of the state of Washington to terminate this Lease.
 - 8) immediately if an emergency exists, determined by WSP.
- b. Waiver or acceptance of any default of the terms of this Lease by WSP shall not operate as a release of Lessee's responsibility for any prior or subsequent default.
 - c. If Lessee defaults on any provision in this Lease, such as but not limited to, the timely payment of rent, three times within a five (5) year period, then the third default shall be deemed "non-curable" and this Lease may be terminated by WSP on thirty (30) calendar days written notice.
 - d. Lessee shall be entitled to a pro rata refund of rent pre-paid beyond the Termination Date in the event WSP terminates this Lease as provided in Section 19 Relocation.
31. Termination by Lessee.
- a. Lessee may terminate this Lease without penalty or further liability as follows:
 - 1) Upon thirty (30) calendar days' written notice for any reason within the sole discretion of Lessee;
 - 2) Upon thirty (30) calendar days written notice, if WSP defaults and fails to cure such default within that 30 calendar-day period, or such longer period, if WSP is diligently working to cure the default, as may be reasonably determined by Lessee;
 - 3) Immediately, upon written notice, if in Lessee's judgment the Premises is destroyed or damaged so as to substantially and adversely affect the effective use of the Communications Facility;
 - 4) At the time title to the Premises transfers to a condemning authority, if there is a condemnation of all or part of the Premises, including a sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of such power. In such event, each party shall be entitled to pursue their own separate awards with respect to such taking; or
 - 5) Immediately, upon written notice, if WSP causes Material Interference, and fails to cure, as provided in Section 18, Non-Interference.
 - b. Unless Lessee terminates due to Section 19 Relocation, all rent pre-paid for the Premises by Lessee beyond the Termination Date shall be retained by WSP.
32. Vacation of Premises. On the Termination or Expiration Date of this Lease, Lessee shall cease its operations on and/or use of the Premises. Upon termination or expiration of this Lease under the provisions herein, the improvements and equipment that remain the personal property of Lessee, shall be removed by Lessee at its expense in a reasonable manner within sixty (60) days of Termination.
33. Costs to Remove Lessee's Property. In the event Lessee fails to vacate the Premises with sixty (60) days of the Termination or Expiration Date, Lessee shall be liable for any and all costs to WSP arising from such failure. WSP will remove and dispose of property remaining on the Premises

within applicable laws. Lessee agrees to and shall reimburse WSP for the cost of such removal and disposal within thirty (30) calendar days of the date of WSP's invoice.

34. Restoration of Site. Prior to the Termination or Expiration Date of this Lease, Lessee agrees, if so directed by WSP, to restore the Premises to its condition prior to Lessee's occupancy, reasonable wear and tear excepted. This work is to be done at Lessee's expense and to the reasonable satisfaction of WSP.

LAWS, ORDINANCES, REGULATIONS

35. Compliance with Laws. Lessee shall at all times and at its sole expense, comply with all laws and ordinances, orders, guidelines, policies, directives, rules, and regulations of municipal, county, state, and federal governmental authorities or regulatory agencies (Laws). Lessee shall defend, indemnify, and hold harmless WSP, any agents, officers, or employees thereof against any claims arising from any violations by Lessee, its contractor, agents, or employees, of any such Laws. The indemnity provision of this Section shall survive the termination or expiration of this Lease.

36. Non-ionizing Electromagnetic Radiation (NIER) Levels. Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency ("EPA") or other local governing agencies.

37. Environmental Laws.

- a. Lessee represents, warrants, and agrees that it will conduct its activities on and off the Premises in compliance with all applicable environmental laws. As used in this Lease, the term "Environmental Laws" is defined as all federal, state, and local environmental laws, rules, regulations, ordinances, judicial, or administrative decrees, orders, decisions, authorizations, or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.
- b. Toxic or hazardous substances are not allowed on the Premises without the express written authorization of WSP and only under such terms and conditions as may be specified by WSP. For the purposes of this Lease, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. In the event such authorization is granted, the use and disposal of such materials shall be done in a legal manner by Lessee.
- c. Lessee agrees to cooperate in any environmental investigations conducted by WSP's staff or independent third parties where there is evidence of contamination on the Premises, or where WSP is directed to conduct such audit by an agency or agencies having jurisdiction. Lessee will reimburse WSP for the cost of such investigations, where the need for said investigation is determined to be caused by Lessee's operations. Lessee will provide WSP with notice of any

inspections of the Premises, notices of violations, and orders to clean up contamination. Lessee will permit WSP to participate in all settlement or abatement discussions. In the event Lessee fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSP may elect to perform such work, and Lessee covenants and agrees to reimburse WSP for all direct and indirect costs associated with WSP's work where those costs are determined to have resulted from Lessee's use of the Premises.

- d. Lessee agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the property.
 - e. For the purposes of this Lease, "Costs" shall include but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil, or criminal penalties, and attorneys' fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include but not be limited to Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, Ch. 70.105D RCW, et seq., including all amendments and/or revisions to said laws and regulations.
 - f. Lessee, its successors and assigns, agrees to defend, indemnify, and hold harmless WSP from and against any and all claims, causes of action, demands, and liability which are caused by or result from Lessee's and its employees', agents', and/or contractors' activities on the Premises, including but not limited to any Cost, costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSP property.
 - g. Lessee, its successors and assigns, further agrees to defend, indemnify, and hold harmless WSP from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said Premises, which Hazardous Substances were released on to the Premises as a result of Lessee's and its employees', agents', and/or contractors' activities.
 - h. To the extent allowed by law, WSP hereby agrees to defend, indemnify, and hold Lessee harmless from any Costs or liabilities associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises by the acts or omissions of WSP, its employees, contractors, and agents. To the extent allowed by law, WSP further agrees to defend, indemnify, and hold harmless Lessee from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said Premises, which such Hazardous Substances have been released on the Premises as a result of WSP's acts or omissions or those of its employees, contractors, and/or agents.
 - i. WSP represents, warrants, and agrees that it has in the past and will in the future, conduct its activities on the Premises in compliance with all applicable Environmental Laws and that the Premises is free of Hazardous Substances as of the Execution Date of this Lease.
 - j. The provisions of this Section shall survive the expiration or termination of this Lease.
38. Nondiscrimination. Lessee, for itself, its successors, and assigns does hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of ch. 49.60 RCW, as to the Premises.

MISCELLANEOUS

39. Insurance. At its sole expense, Lessee shall secure and maintain in effect a policy of general liability insurance issued by an insurer licensed to conduct business in the state of Washington. Lessee shall comply with insurance requirements listed in Addendum E – Insurance. Lessee is a governmental entity and is self-insured.
40. Hold Harmless, Indemnification, Waiver.
- a. Lessee and its successors and assigns, shall protect, save, and hold harmless WSP, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of Lessee, its agents, invitees, contractors, lessees, or employees, arising out of, or in connection with, its acts or activities or the acts or activities of its, agents, invitees, contractors, lessees, or employees, related to this Lease. Lessee further agrees to defend WSP, its authorized agents or employees, in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced, arising out of, or in connection with, such acts or activities related to this Lease. The obligations in this Section shall not include such claims, costs, damages, or expenses to the extent caused by the acts of WSP or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent acts of (a) WSP, its authorized agents or employees and (b) Lessee, its agents, invitees, contractors, lessees, or employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the acts or omissions of Lessee's agents, invitees, contractors, lessees, or employees.
 - b. Lessee agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees, or agents while performing construction, operation, and/or maintenance of the Premises or Communication Facility while located on the Premises. For this purpose, Lessee, by mutual negotiation, hereby waives with respect to WSP only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions Title 51 RCW.
 - c. The indemnification and waiver provisions in this Section shall survive the expiration or termination of this Lease.
41. Assignment.
- a. Neither this Lease, nor any rights created by it may be assigned, sublet, or transferred by Lessee without the prior written approval of WSP. Any such assignment shall be in writing on a form approved by WSP and shall include an assumption of the Lease by the assignee. In determining whether to approve an assignment or sublease WSP shall be entitled to consider the proposed assignee's or sublessee's financial condition, managerial capability, business reputation, nature of the proposed assignee's or sublessee's business, and such other factors as may reasonably bear upon the suitability of the assignee or sublessee as a Lessee of the Premises or the holder of this Lease.
 - b. Lessee shall provide the written assignment form to WSP at least sixty (60) calendar days prior to the date Lessee requires the approved form. In addition, Lessee shall provide to WSP a copy of said written assignment within fifteen (15) calendar days of its execution. If Lessee is a corporation, then the transfer of forty percent (40%) of Lessee's stock is deemed an assignment for the purposes of this Lease and requires WSP approval. WSP's consent to one assignment or sublease shall not waive the requirement of obtaining WSP consent to any subsequent

assignment or sublease. Lessee hereby covenants that it is acting as principal and not as an agent for any undisclosed principal.

- c. In the event Lessee assigns this Lease, sublets, or otherwise allows third party use of any portion of the Premises, whether by written or verbal agreement, without WSP's prior written approval, WSP, in addition to or in lieu of terminating this Lease for default and in addition to any damages it may experience, may demand a share of any revenue generated by such unauthorized use. WSP shall set the amount of said share and its decision shall be final and binding. WSP may demand such share at any time during the term of this Lease. Lessee agrees to pay said share retroactively to the date the unauthorized third-party use commenced. Furthermore, such unauthorized assignment shall not relieve Lessee from all of its obligations under this Lease, including, but not limited to, the payment of rent and the maintenance of insurance. Further, Lessee shall execute an assignment as provided above within ten (10) calendar days of the date WSP approves the assignment.
42. Performance by WSP. If Lessee defaults in the performance or observation of any covenant or agreement contained in this Lease, WSP, without notice if deemed by WSP that an emergency exists, or if no emergency, with thirty (30) calendar days written notice, may direct Lessee to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the Premises for such purpose. Such an emergency shall include, but not be limited to, endangerment of life, endangerment of WSP's facility, or failure of Lessee to obtain in a timely manner any insurance. Lessee shall reimburse WSP the entire cost and expense of such performance by WSP within thirty (30) calendar days of the date of WSP's invoice. Any act or thing done by WSP under the provisions of this Section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.
43. Cooperation in Execution of Subsequent Documents. WSP and Lessee agree to cooperate in executing any documents (including a Memorandum of Lease) necessary to protect the rights of the parties granted by this Lease.
44. Interpretation. This Lease shall be construed in accordance with the laws of the state of Washington. The titles to paragraphs or sections of this Lease are for convenience only, and shall have no effect on the construction or interpretation of any paragraph or sections hereof.
45. Invalid Provision. If any provision or condition of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
46. Totality of Agreement. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by Lessee or by WSP, except to the extent that the same are expressed in this Lease. It is further understood that this Lease shall not be valid and binding upon WSP unless and until accepted and approved by the Chief of WSP or the Chief's duly authorized representative.
47. Attorney Fees. In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to attorney's fees and costs, except as provided elsewhere in this Lease.
48. Venue. Lessee agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court, and all actions or suits thereon shall be brought therein, unless the parties mutually agree otherwise, in writing.
49. Notices. Except as otherwise designated in this Lease, wherever in this Lease written notices are to be given or made, they will be delivered or sent by certified mail addressed to the parties at the

addresses listed on the Face Sheet unless a different address shall be previously designated in writing and delivered to the other party. Notices shall be deemed effective as of the delivery date. Lessee agrees to accept service of process or certified mail at the addresses provided herein, provided any such address is located in the state of Washington.

WHATCOM COUNTY:

Recommended for Approval:



Bill Elfo, Sheriff

03-05-21

Date

Approved as to form:

Brandon Waldron, via email

Prosecuting Attorney

02/17/2021

Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

NOTARY

LESSEE

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as _____ of the _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Seal or stamp)

(Print Name)

Notary Public in and for the State of
Washington, residing at _____

My appointment expires _____

WASHINGTON STATE PATROL

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as _____ of the Washington State Patrol, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Seal or stamp)

(Print Name)

Notary Public in and for the State of
Washington, residing at _____

My appointment expires _____

ADDENDUMS

ADDENDUM A - DEFINITIONS

DEFINITIONS	
Adjustment	Rent will be increased annually throughout the term of the Lease, beginning on the second Payment Date, per Exhibit D, Fees
Annual Rent Adjustment Date	Shall be annually on the Commencement Date
Authorization	Written approval in the form of a signed document, i.e., Notice to Proceed and/or amendment.
Commencement Date	The first day of the month following the Execution Date unless the Lease is executed on the first day of the month, then the Execution Date shall also be the Commencement Date
Communication Site	The property in which the Communication Facilities reside
Communication Facility	Unstaffed personal communications equipment and related telecommunications activities for which Lessee is legally authorized to provide within leased area
Execution Date	The date WSP signs the Lease
Expiration Date	Shall be 11:59 p.m. on the day preceding ten (10) years
Interference	Defined under applicable Federal Communications Commission (FCC) regulations in Title 47 CFR, as may be amended.
Material Interference	Any use on the Premises or adjacent WSP property that physically interferes with or creates an obstruction to authorized communications uses and/or radio signals.
Payment Date	Shall be the same day as the Commencement Date
Premises	The area Lessee rents from WSP
Renewal Date	Shall be ten (10) years from the Commencement Date
Renewal Period	Additional ten-(10) years or <i>Commercial entities</i> : five-(5) years) period
Renewal Rent Adjustment	Rent may be adjusted for each Renewal Period
Term	Shall be ten-(10) years commencing upon the Commencement Date
Termination Date	Shall be 11:59 p.m. on the day WSP or Lessee terminates the Lease
Upgrade or Modification Adjustment	Additional rent charged from the time WSP approves, in writing, Lessee's additional equipment and/or improvements to be added, constructed, installed, and/or instituted outside of the Premises or Permitted Use

ADDENDUM B – ACCESS TO WSP’S FACILITIES

All Lessee and their team members who will have unaccompanied access to WSP facilities, electronic equipment, computers, data bases, or other sensitive or restricted information shall pass a criminal history background check and complete security awareness training before any work is started and before access devices are granted.

1. Criminal History Background Checks.

- a. Lessee shall complete the following forms for each team member:
 - 1) Contractor Qualifications
 - 2) Contractor Waiver and Authorization to Release
- b. Lessee shall use the most recent forms and submit the documents per instructions on the form

2. Security Awareness Training.

- a. Lessee’s team members shall complete security awareness training once every two (2) years.
- b. As soon as possible, Lessee shall request security awareness training by sending the following information for each team member:
 - 1) First name, middle initial, and last name
 - 2) Email address
 - 3) Company name
 - 4) Name of company for which project is being worked
 - 5) Communications site name
- c. WSP shall request and monitor security training for the Lessee’s team members.

3. Access Control Devices – Cards and/or keys.

- a. Lessee shall access Communication Facility with an Access Control Device (ACD) card and/or key.
- b. Only Lessee team members who have passed background checks may be assigned ACD card and/or key.
- c. Lessee and team members shall agree to the rules and requirements on the Key Agreement before being issued the access devices.

ADDENDUM C – BACKGROUND CHECKS AND AUTHORIZATION TO RELEASE INFORMATION

The attached forms are samples only.

INSTRUCTIONS TO LESSEE:

1. For current forms, contact WSP Background Check and Security Training Contact listed on first page.
2. Follow instructions on the forms.
3. Add communication site name, WSP Lease # and contact information under Project Description.
4. Contact WSP Background Check and Security Training Contact listed on the Face Sheet if there are any questions.

FINGERPRINTING AND BACKGROUND CHECKS
Contractor Instruction Sheet for
Fingerprint Background Checks



Please enter the following information on the fingerprint card:

1. Enter your name (including other names used), complete mailing address, Social Security number (optional), citizenship, date of birth, and personal information (sex, race, etc.). The spaces for OCA, FBI, and MNU numbers may be left blank.
2. Enter the name of your employer AND the name of the WSP division/district that will be receiving your services in the EMPLOYER section. Enter the address of the WSP division/district receiving your services in the ADDRESS section.
3. If not previously stamped on the fingerprint card, insert **Contract Employee** in the REASON FINGERPRINTED section. You shall use this exact wording. Also, please make sure **WAWSP0035** is imprinted or written in the ORI Section.

IF WSP IS FINGERPRINTING YOU:

1. Take the fingerprint card **and the Contractor Qualification form (Page 2 of these instructions)** to the WSP Identification and Criminal History Section located at 3000 Pacific Avenue, Suite 202, 2nd level, Olympia WA 98501. There will be no charge for the fingerprinting service at the WSP Identification and Criminal History Section. Bring one form of picture identification to the WSP when they take your fingerprints.
2. There is no fee for the state background check. The fee for the Federal Bureau of Investigation (FBI) background check is \$15.50 and shall be paid at the time of fingerprinting. Make checks payable to the Washington State Patrol.

IF ANOTHER AGENCY IS FINGERPRINTING YOU:

1. Take the fingerprint card **and the Contractor Qualification form to a law enforcement agency that offers fingerprinting services.** Other law enforcement agencies may charge a fee for this service (usually between \$5 to \$20). Bring one form of picture identification with you to the agency taking your fingerprints.
2. Provide the agency with an envelope (minimum size 9" x 12") with adequate postage for mailing the fingerprint card, **the Contractor Qualification form**, and your check for \$15.50 made out to the Washington State Patrol; and have them send these documents to the Washington State Patrol, Identification and Criminal History Section, PO Box 42633, Olympia WA 98504-2633.

If you have any questions, contact the Identification Section at (360) 534-2000.

Contractor Qualification



Non-Washington State Patrol (WSP) personnel who have unaccompanied access to WSP facilities, electronic equipment, computers, databases, or other sensitive or restricted information shall successfully complete a fingerprint background check through the WSP and Federal Bureau of Investigation (FBI).

Please mark either “Yes” or “No” after each of the following questions. (For this purpose, the term “convicted” includes any disposition adverse to the subject. A dismissal entered after a period of probation, suspension, or deferral of sentence is considered a disposition adverse to the subject.)

1. Have you ever been convicted of a felony? (Conviction under the age of 18 may be considered on a case-by-case basis.)

YES ☐ NO ☐

2. Have you ever been convicted of a misdemeanor involving theft, crimes of violence, larceny, moral turpitude, sex offenses, or controlled substances? (Convictions under the age of 21 may be considered on a case-by-case basis.)

YES ☐ NO ☐

If you answered “Yes” to either of the above questions, you will not be allowed unsupervised access to WSP facilities.

All of the information on this form is true and accurate to the best of my knowledge.

Your Signature

Your Printed Name

Lessee/Vendor Company Name

SAMPLE ONLY – CONTACT WSP

BACKGROUND CHECK

CONTACT FOR CURRENT FORM

Project Description:

LESSEE: ENTER COMMUNICATION SITE NAME HERE & WSP Lease #

Please provide the name of the WSP employee who is your contact for the services you will be providing. If known, provide the title of the employee’s division, district, or section (e.g., Information Technology Division, Fleet Section, District 1 Tacoma, etc.):

LESSEE: ADD THESE NAMES TO THE FORM BEFORE SUBMITTING

Employee Name Eric Felch /

Division/District/Section Electronic Services Division

**Contractor Waiver and
Authorization to Release Information**



I authorize the recipient of this document to furnish the Washington State Patrol (WSP) with any and all information needed to determine whether I may be granted access to facilities or technologies of the WSP: my work records; my military service records; and any criminal history information. Information of a confidential or privileged nature shall also be included in this request. Your reply will be used to assist the Washington State Patrol in determining my qualifications for access to facilities or technologies of the WSP. I understand my rights under Title 5, United States Code, Section 552a, the Privacy Act of 1974, and waive these rights with the understanding that the information furnished will be used only for determining my prospective access to facilities or technologies of the WSP.

To be completed by the applicant:

For and in consideration of being considered to have access to facilities or technologies of the WSP, I _____, agree to indemnify and hold harmless the agency and/or person to whom this document has been presented; for myself, my heirs, assigns, or other successors in interest and do hereby release and forever discharge the State of Washington, the WSP, its officers, agents, employees, agencies, and departments from any and all liability for all existing and future claims, damages, and causes of action of any nature whatsoever which I may have or which may inure to me as a result of the acts or omissions of WSP based upon this process and the information requested. I understand that should information of a serious nature arise during the process of determining my qualifications for access to facilities or technologies of the WSP, such information may be turned over to the proper authorities. I also understand that because of confidentiality, security, and the integrity of the WSP process, I will not be provided any information obtained during this process, including the reasons for denial of access, should the process result in such denial.

SAMPLE ONLY – CONTACT

Print Name (First, Middle, Last)

WSP BACKGROUND

Other names you have been known by (including prior marriage or nickname)

CHECK CONTACT FOR

Address

CURRENT FORM

City

State

Zip Code

Social Security Number

Date of Birth

Signature

Date

**A photocopy of this information shall be as valid as the original. This form is valid for the period that access is granted to facilities or technologies of the Washington State Patrol.*

3000-342-000 (3/14)

ADDENDUM D – WSP MINIMUM COMMUNICATION SITE FACILITY STANDARDS

These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWCIC) and the Washington State Patrol, Radio Program.

These are minimum standards of good engineering practice in the operation and maintenance of communication sites. These standards will be revised as deemed necessary by WSP.

- 1 WSP, for itself and its employees, agents, and contractors, reserves the right to enter upon the Premises at any time and without notice to Lessee, but not to go inside Lessee's equipment shelter, except by reasonable notice to Lessee and in Lessee's presence, for the purpose of operation, inspection, maintenance, construction, or reconstruction of the Premises facilities located thereon or any element thereof. Further, WSP may also, from time to time, go upon the Premises for the purpose of inspection any excavation, construction, or maintenance work being done by Lessee. WSP will take all reasonable measures to minimize any disruption to Lessee. WSP shall in no way be responsible for any incidentally or consequential damages, including, but not limited to, lost profits due to such loss of use by Lessee; provide that Lessee may be entitle to a pro rata reduction of rent for the period in which the Premises could not be used by Lessee due to such entry.
- 2 Each transmitter at the site will be identified with the owner name and contact number and name of a person or service agency responsible for repairs.
- 3 All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of WSP.
 - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
 - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
 - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
 - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.
 - g. Transmitters in the 700MHZ to 805 MHz range shall have at least 50db of isolation followed by a low pass filter or a band pass filer with a minimum of 40dB of attenuation 20 MHZ

- h. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHZ removed from the operating frequency and 40 dB of attenuation at 20 MHZ. Where mixed services share a common site, series cavities need be incorporated.
- 4 Lessee shall comply with General Engineering Standards, including but not limited to the following:
- a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
 - b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
 - c. Single braid coax cable is prohibited. Double shielded cable shall have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
 - d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
 - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
 - f. All equipment is to be grounded in compliance with Publication R56 "Standards and Guidelines for Communication Sites." Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
 - g. Transmitting systems shall be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
 - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.
 - i. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.
 - j. If required by FCC and/or NTIA, all equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency (FCC, NTIA). There shall be no modifications that violate "FCC Type Acceptance."
 - k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
 - l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

5 Interference Policy Statement:

- a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment shall be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.
 - b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.
 - c. WSP has the right to require the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. WSP at its option may allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.
- 6 For equipment using unlicensed frequencies:
- a. All equipment shall be compliant with all FCC rules and regulations.
 - b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.
 - c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference.
- 7 Electrical Standards in WSP Facilities:
- a. Only assigned electrical outlets shall be used.
 - b. Additions or modifications shall not be made to any electrical distribution system without first securing WSP's written permission.
 - c. Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.
 - d. Equipment and units shall have internal fusing to protect the supply circuit.
 - e. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall provide a continuous ground from equipment to distribution panel.
 - f. Equipment and units shall have their own surge protection.

ADDENDUM E – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

1. The insurance policy shall provide liability coverage for any and all claims of bodily injury, property damage, and personal injury arising from Lessee's use of the Premises which is the subject of this Lease. The insurance policy required by this section shall provide coverage of no less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit of liability per occurrence, with a general aggregate limit of no less than Four Million and no/100 Dollars (\$4,000,000.00) per policy period. Lessee agrees that WSP may require increases in said coverages by written notice to Lessee, as WSP deems reasonably necessary. Coverages under said policy shall be triggered on an "occurrence basis," not a "claims made" basis. Coverages, if obtained by Lessee in compliance with this Section, shall not be deemed as having relieved Lessee of any liability. Claims for damages resulting from Lessee's use of the Premises under this Lease remain the responsibility of Lessee and will be forwarded to Lessee for handling if received by WSP.
2. The coverage required by this section shall be at least as broad as that provided by the most current Commercial General Liability Policy form ISO (Insurance Services Office, Inc.) policy form CG 00 01 12 04[07], or its equivalent without modification, and shall be endorsed to include pollution liability coverage under ISO form CG 00 39 12 04, or its equivalent without modification, in amounts previously stated. The use of an equivalent form shall require prior written approval by WSP. Lessee shall provide additional endorsements and/or increase the policy limits at its sole cost, when and if WSP deems it necessary due to Lessee's use of the Premises, within ten (10) calendar days of WSP's written request to do so.
3. WSP shall be named as an additional insured by endorsement of the liability policy required by this section utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. The additional insured endorsement shall contain no restrictions or limitations with respect to "completed operations", "ongoing operations", or the "active negligence" of WSP and/or the State. This coverage shall be "primary and non-contributory" and shall include a waiver of all rights of subrogation the insurer may have against WSP and the State. The endorsement shall require the insurer to provide WSP with not less than thirty (30) calendar days, prior written notice before any cancellation of the coverage required by this section.
4. Prior to the undertaking of any work or any use of the Premises in connection with this Lease by a contractor, subcontractor, consultant, or sub-consultant (together hereinafter "Contractors") of Lessee, Lessee shall require that its Contractor(s) obtain the insurance coverage set forth below and shall submit to WSP evidence that such Contractor(s) has obtained comprehensive general liability coverage under form CG 00 01 12 07, naming WSP and the State as an additional insured. The additional insured endorsement shall contain no restrictions or limitations with respect to "completed operations", "ongoing operations", or the "active negligence" of WSP and/or the State. This coverage shall be "primary and non-contributory" and shall include a waiver of all rights of subrogation the insurer may have against WSP and the State. This coverage shall be on a "per occurrence" basis with limits of not less than the following:

Bodily Injury Liability, including	\$2,000,000/\$4,000,000
automobile bodily injury	per occurrence/aggregate
Property Damage Liability, including	\$2,000,000/\$4,000,000
automobile property damage liability	per occurrence/aggregate
- a. Should Lessee require limits of insurance of its Contractor(s) which are greater than as set forth above, those higher limits shall also apply to the coverage to be afforded WSP and the State.
- b. Evidence of the required insurance shall be submitted prior to the start of any performance of work or any use of the Premises under the Lease on a standard ACCORD Form, with copies of the relevant additional insured and waiver of subrogation endorsements attached.

- c. Lessee shall require its Contractor(s) to maintain such insurance during the entirety of the period where work is to be performed, and for a period of three years thereafter, or the period of its use of the Premises.
- 5. No changes whatsoever shall be initiated as to the coverage without prior written approval by WSP and written authorization by WSP to make any requested changes.
- 6. Unless approved by WSP in advance and in writing, the liability coverage required by this section shall not be subject to any deductible or self-insured retentions of liability greater than: Five Thousand and no/100 Dollars (\$5,000.00) per occurrence. The payment of any such deductible or self-insured retention of liability amounts remains the sole responsibility of Lessee.
- 7. Coverage obtained by Lessee in compliance with this section shall not be deemed as having relieved Lessee of any liability in excess of such coverage.
- 8. Lessee shall provide WSP with a certificate of insurance reflecting the insurance coverage required by this section within ten (10) calendar days of the execution of this Lease, and within ten (10) days of receiving a written notice from WSP for an increase in the coverage amounts. Such certificates shall also be provided upon renewal of said policies and changes in carriers.

ADDENDUM F – KEY AGREEMENT

Washington State Patrol (WSP) KEY AGREEMENT *For Communication Site Leases*

Per lease with WSP, lessee agency is responsible for the control of access cards and/or keys issued to their employees/subcontractors. Lessee is also responsible for ensuring access keys are returned to WSP upon termination of lease or employment of key-holder. In the event of the loss of keys, the lessee shall be liable for all costs associated with re-keying, to include the replacement of all associated locks, if applicable.

As a representative of the agency, the key-holder shall sign for the key and comply with the responsibilities listed below.

KEY- HOLDER RESPONSIBILITIES

- Ensure safe-keeping of the key;
- Only give key-holder access, does not allow them to escort others to WSP sites;
- Use of key will only be for work associated with the lease;
- Not to loan, transfer, give possession of, misuse, modify or alter key;
- Not to cause, allow, or contribute to the making of any unauthorized copies of the issued key;
- Cooperate with yearly key audits;
- Report lost or stolen key to agency and ensure that the WSP is notified of such loss within 24 hours of incident.
Contact: ACD@wsp.wa.gov;
- All re-keying costs, due to misplacement or loss of key, will be at my/lessee expense.

I understand that violations of this agreement may result in revocation of my access to WSP owned sites.

When no longer employed with the lessee agency or my role with the lease is completed, I agree to return employee keys to:

Washington State Patrol
Facilities Management Section
8623 Armstrong Road SW
PO Box 42626
Olympia WA 98504-2626

The agency shall make arrangements for new staff to obtain their own issued keys.

Signature: _____ Date: _____

NAME:		PHONE #:	
EMAIL:			

AGENCY NAME:			
MAILING ADDRESS:			
SUPERVISOR NAME:		PHONE NUMBER:	
EMAIL:			

EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION AND ACCESS

LEGAL DESCRIPTION:

That certain area labeled “Lease Area” on the Survey recorded in Whatcom County Auditor’s Office on July 30, 2008, under Auditor’s File Number 2080703782 and as shown on “WSDOT Site Plan of Radio Facility, Sumas Mt. WSP, Original-Issue 02/11/2010, PROJ/FCR No. 1137RJ00-DWG NO. SP-1”, which includes the Facility Use Area, parking areas, and drainage areas.

ACCESS:

Access on the property is granted to Lessee through Communication Land Agreement No. 52-A82603 (Washington State Department of Natural Resources) /WSP No. C090309GSC, and a non-exclusive right to use the existing road to the Premises for the purpose of operating equipment commonly used for a communication site.

That certain existing road generally located in Govt. Lot 1 (NE1/4 NE1/4), Govt. Lot 2 (NW1/4 NE1/4) of Section 1, Township 39 North, Range 4 East, W.M., SW1/4 SW1/4 of Section 3, SE1/4 NW1/4, NE1/4 SW1/4, N1/2 SE1/4, SE1/4 SE1/4, SW1/4 NW1/4 of Section 4, Govt. Lots 2 & 7 (NW1/4 NE1/4), & Govt. Lot 8 (NE1/4 NE1/4) of Section 5, Govt. Lot 2 (NW1/4 NW1/4), Govt. Lot 5 (NW1/4 NW1/4), Govt. Lot 6 (NE1/4 NW1/4), Govt. Lot 9 (SW1/4 NW1/4) of Section 6 all located in Township 39 North, Range 5 East, W.M., Govt. Lot 7 (SW1/4 SE1/4), Govt. Lot 8 (SE1/4 SE1/4) of Section 31, and Govt. Lot 2 (SW1/4 NW1/4), Govt. Lot 3 (NW1/4 SW1/4), Govt. Lot 4 (SW1/4 SW1/4), SW1/4 NE1/4, SE1/4 NW1/4, E1/2 SW1/4, SW1/4 SE1/4 of Section 32, all in Township 40 North Range 5 East, W.M.; Starting from the intersection of Highway 542 and the DE-P 1000 Road and ending as shown on Record of Survey recorded in the Whatcom County Auditor’s Office under Auditor’s File Number 2110900944, (“Road Access”), and as shown approximately .

SITE ACCESS:

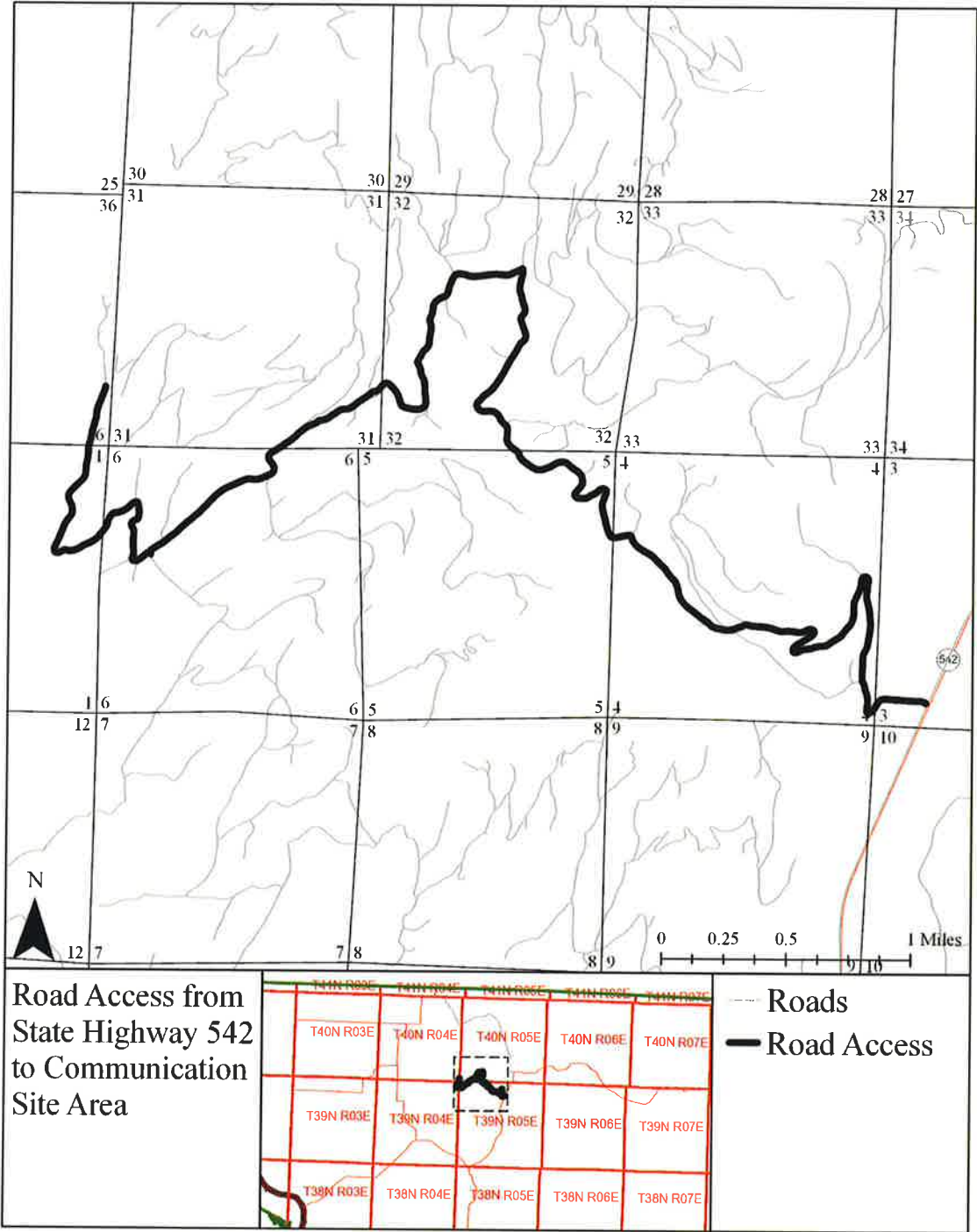


EXHIBIT B – TECHNICAL DATA SHEET(S)

1. APPLICANT / LESSEE				2. CHIEF ENGINEER							
Business Name		WHATCOM COUNTY SO		Name							
Contact Name		ROBERT GREENE		Email							
Technical Emergency Phone Number				Phone							
3. PREMISES											
Site Name				SUMAS MOUNTAIN							
Location of equipment at site (site or building name)											
Latitude and Longitude at center of tower				LAT N48-54-32.84, LON W122-13-22.08		NAD83 (DMS)					
Ground Elevation of site at center of tower				976.0 METERS							
4. EQUIPMENT											
a. FCC/NTIA Call Sign				WPAL418							
b. Date FCC License Issued				6/12/2002							
c. Equipment Manufacturer				MOTOROLA							
d. Model Number				MTR2000							
e. Class of Service (FCC Symbol)				PW							
f. Type of Emission (FCC Symbol)				11K2F3E							
g. Effective Radiated Power (Watts)				90.000							
h. Transmit output power (watts)				25.000							
i. Power consumption and heat loading (BTU)											
j. What type of electrical power is needed (AC/DC)?											
k. Type of unit, i.e., microwave, cellular, paging, etc.				FB2, REPEATER							
l. Is Transmitter on continuously?				Yes							
m. Type and length of feedline or wave guide											
n. If amateur radio operator, is this unit Voice or Packet?											
5. RF UNITS											
Transmit Freq. (MHZ)				Receive Freq. (MHZ)							
453.325				458.325							
6. MICROWAVE DISH ANTENNAS											
Model	Size (drop down)	Location on Tower (ie: SE leg)	Height on Tower at center of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt	Distant End	ODU		
									Yes or No	# of Units	Weight
	choose size								Y or N?		
	choose size								Y or N?		
	choose size								Y or N?		
	choose size								Y or N?		
7. OTHER ANTENNAS											
Type (drop down menu)	Define Other'	Model	Quantity	Length (feet)	Location on Tower (i.e. SE leg)	Height on tower at Base of Antenna	Transmitters				
							Yes or No	# of Units	TX/RX or RX only?		
TWO WAY RADIO		ANDREW DB-636		9'4"			Y or N?		choose one		
Choose type							Y or N?		choose one		
Choose type							Y or N?		choose one		
Choose type							Y or N?		choose one		
Choose type							Y or N?		choose one		
8. FLOOR SPACE AND RACK INFORMATION											
Total Square Feet of Floor Space needed			Type and Size of Racks								
How many Racks needed			If less than 1, # of rack								
9. WILL ANY OF THESE CHANGES RESULT IN A CHANGE TO TOWER LOADING?								Choose Yes or No (drop down menu)			
10. COMMENTS / ADDITIONAL INFORMATION											

EXHIBIT C – FEES

Lessee shall reimburse WSP for all expenses incurred for their use of the premise, including equipment space, road, and electricity.

Annual adjustment rent is 3% increase.

DESCRIPTION	ANNUAL FEES
Equipment	1 unit \$743
Electricity	1-4 channels \$462
Road use	\$130

Year	Date Range	Amount
1	Jan – Dec 2021	\$1,335.00
2	Jan – Dec 2022	\$1,375.05
3	Jan – Dec 2023	\$1,416.30
4	Jan – Dec 2024	\$1,458.79
5	Jan – Dec 2025	\$1,502.55
6	Jan – Dec 2026	\$1,547.63
7	Jan – Dec 2027	\$1,594.06
8	Jan – Dec 2028	\$1,641.88
9	Jan – Dec 2029	\$1,691.14
10	Jan – Dec 2030	\$1,741.87
LEASE TOTAL:		\$15,304.28



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-162

File ID:	AB2021-162	Version:	1	Status:	Agenda Ready
File Created:	03/09/2021	Entered by:	FBurkhar@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Agreement		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a lease agreement between Whatcom County and Lookout Mountain Holdings to lease tower access at the Lookout Mountain North Tower Site for four years and seven months for a total amount of \$51,332.73

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Staff Memo

HISTORY OF LEGISLATIVE FILE

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

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

MEMO

To: Satpal Singh Sidhu, County Executive

From: Sheriff Bill Elfo, Director
John Gargett, Deputy Director
Whatcom County Sheriff's Office Division of Emergency Management

Subject: Whatcom County Integrated Public Safety Radio Network
Lookout Mountain Communications Site Lease

Date: March 8, 2021

Enclosed is the lease between Whatcom County and Lookout MT Holdings LLC for leasing tower access and equipment space at the Lookout Mountain North Tower Site.

- **Background and Purpose**

The Whatcom County Integrated Public Safety Radio Network, used by all first responder agencies county-wide, utilize multiple communications sites to provide coverage for Whatcom County. All tower leases have been previously managed by the Whatcom County Council of Governments through the NWLERN contract, which expired 12/31/2020. Management of all tower leases has reverted to Whatcom County.

The lease for the Lookout Mountain North Tower Site has expired and needs to be renewed. This lease allows Whatcom County the continued ability to maintain communications for first responders.

The performance period for this lease runs from January 1, 2021 through July 31, 2025.

- **Funding Amount and Source**

\$51,332.73 over four years and seven months (\$10,800 for 01/01/2021-12/31/2021, with an annual rate increase of 2%) will be funded by the Sheriff's Office Division of Emergency Management Public Safety Radio System budget.

If you have questions, please contact John Gargett (360-778-7160).

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept, Division and Program)	Division of Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Washington State Patrol
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: 1673519001	
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): \$ 51,332.73 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: To lease tower access and equipment space at the Lookout Mountain North Tower Site.	
Term of Contract: Four Years & Seven Months Expiration Date: 07/31/2025	

Contract Routing:	1. Prepared by: F Burkhardt	Date: 03/08/2021
	2. Attorney signoff: B Waldron (via email)	Date: 02/17/2021
	3. AS Finance reviewed: B Bennett (via email)	Date: 03/02/2021
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed: Gerald L Noe	Date: 03/08/2021
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

NONEXCLUSIVE COMMUNICATIONS SITE LEASE

THIS NONEXCLUSIVE COMMUNICATIONS SITE LEASE ("Lease") is entered into effective as of the first day of January 2021 by and among Lookout MT Holdings LLC, a Washington corporation, ("Lessor"), and Whatcom County Sheriff's Office ("Lessee").

WHEREAS, Lessor owns and operates a radio communication facility on the real property commonly known as the Lookout Mountain North Tower Site hereto and incorporated by reference (the "Tower Site");

WHEREAS, Lessee desires to obtain a nonexclusive right to enter upon and to use the Tower Site for the purpose of installing, operating, and maintaining radio communications facilities to be used by Lessee in providing emergency services to the general public in Whatcom County, Washington; and,

WHEREAS, Lessor and Lessee have agreed to the terms of this Lease pursuant to which Lessor has agreed to grant to Lessee the nonexclusive right to enter upon and to use the Tower Site for the purpose of installing, operating, and maintaining radio communications facilities to be used by Lessee in providing emergency services to the general public in Whatcom County, WA.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter stated; the Parties mutually agree as follows:

1. GRANT OF LEASE. Lessor hereby grants to Lessee a nonexclusive right, subject to the terms and conditions set out in this Lease, providing Lessee with the right to enter upon and to use the Tower Site for the purpose of installing, operating, and maintaining radio communications facilities to be used by Lessee in providing emergency services to the general public in Whatcom County, Washington. Lessee and Lessor shall have the rights and obligations with respect to Lessee's use of the Tower Site set out in this Section 1 and as otherwise set out in this Lease.

A. Right of Access.

1. During the Lease Term, Lessee and its authorized contractors and agents shall have a non-exclusive right of entry and access to the Tower Site and the communications building located on the Tower Site (the "Communications Building") through existing gates and entrances and over existing roads and driveways for the purpose of the installation, maintenance, operation, and removal of telecommunication hardware, antennas, base stations, transmitters, and associated communication equipment ("Lessee's Facilities") to be used by Lessee in providing emergency services to the general public in Whatcom County, Washington. Lessee shall have access to the Tower Site at all times and without advance notice to Lessor.

2. All individuals entering upon the Tower Site on behalf of Lessee shall carry identification credentials provided by Lessor at all times they are on the Tower Site.

B. Lessee's Permitted Installations.

1. Lessee shall have (i) the right to install, operate, and maintain inside the Communications Building one 19-inch hardware rack and radio communications hardware located on that rack.

2. Lessee shall have (i) the right to install, operate, and maintain on the antenna tower (the "Tower") located on the Tower Site 1 (one) seventy-two-inch omnidirectional antenna, cabling connecting Lessee's antenna on the Tower to Lessee's radio hardware located in the Communications Building. No part of any equipment or hardware installed by Lessee on the Tower shall exceed the height of the Tower; i.e., one hundred ninety (190) feet above the ground or obstruct FAA warning lights.

3. All above-ground work on the Tower Site shall be performed by Lessee and its approved contractors in compliance with NATE CTS certification or its equivalent and ANSI/ASSE Z359 fall protection standards following all current regulations.

4. The exact location of all equipment installed by Lessee on the Tower Site shall be approved by Lessor in advance of its installation. Such equipment shall be installed pursuant to plans approved by Lessor in advance of the installation, which approval Lessor shall not unreasonably deny, provided that Lessee's equipment and use of the Tower Site shall not interfere with Lessor's own use of the Tower Site.

5. Lessee shall provide, at its sole expense, all hardware and equipment for which Lessee have the right to install, operate, and maintain on the Tower Site under this Lease and shall maintain such hardware and equipment and its integrity and safety at its sole cost.

6. Lessee shall use appropriately licensed contractors to perform all installation and maintenance work permitted on the Tower Site by this Lease, a

7. Lessee shall repair, at its sole expense, any damage to the Tower Site and to property on the Tower Site not owned by Lessee that may result from the activities of Lessee or its contractors. Such damage shall be repaired within fifteen (15) days

8. All equipment installed by Lessee on the Tower Site shall be and shall remain the property of Lessee during the term of this Lease and any extension. At the termination of this Lease, Lessee shall remove all of its equipment from the Tower Site and shall repair any damage to the Tower Site that may have resulted from its use of the Tower Site and from its installation, operation, maintenance, and removal of its equipment on the Tower Site.

2. LEASE TERM.

A. Initial Term. The initial term of this lease shall commence on the effective date first set out above (the "Effective Date") and expire at 11:59 p.m. local time on July 31, 2025

unless sooner terminated in accordance with the provisions of this Lease. The initial term of this Lease ("Initial Term"), together with all renewals thereof, are referred to herein as the "Term."

B. **Renewal Terms.** Provided that Lessee has not been in material default under this Lease beyond any required notice and cure period, and further provided neither Lessor nor Lessee have elected to terminate this Lease as otherwise provided herein, Lessee shall have two (2) options to renew this Lease for an additional period of five (5) years each, upon the terms and conditions of this Lease (each, a "Renewal Term"). Such option may be exercised by Lessee on or before the date that is one (1) year prior to the expiration of the Initial Term, or subsequent Renewal Term, by delivery to Lessor of written notice of Lessee's election to renew the Lease.

C. **Lessor Termination Right.** Lessor shall have the right to terminate this Lease and cancel any remaining Renewal Terms upon the expiration of the Initial Term, or upon the termination of any succeeding Renewal Term. Such termination right may be exercised by Lessor on or before the date that is one (1) year prior to the expiration of the Initial Term, or any succeeding Renewal Term, by delivery to Lessee of written notice of Lessor's election to terminate this Lease.

D. **Lessee Termination Right.** Lessee may terminate this Lease at any time conditioned upon one hundred eighty (180) days advance notice to Lessor, provided

3. **RENT.** Lessee shall pay to Lessor a minimum annual rent ("Base Rent") as set forth in this Section 3. All sums payable to Lessor under this Lease shall be paid in lawful money of the United States, at the address specified in Section 18 below, or such other address as Lessor may from time-to-time specify by written notice to Lessee.

A. **Lease Year.** As used in this Lease, the term "Lease Year" means each consecutive twelve (12) month period during the Term, commencing on the Effective Date, and expiring twelve months thereafter.

B. **Base Rent.**

1. The Base Rent payable for Lessee's rights with respect to Lessee's rights under Sections 1(B)(1)(i) (one 19-inch hardware rack) and 1(B)(2)(i) (one 72-inch omnidirectional antenna) and 5(A) Electrical service) during the first Lease Year shall be the sum of Nine Hundred Dollars per month (\$900.00). All Base Rent shall be paid in advance on or before the first day of each Lease Year during the Term.

C. **Rent Escalation.** Base Rent shall be increased annually by two percent (2.0%) per annum commencing as of the first anniversary of the Effective Date through the end of the initial term and any renewal term of this Lease.

4. **USE.**

A. **Permitted Use.** The radio Tower Site is to be used by Lessee for the installation, removal, operation, repair, replacement, and maintenance of the Lessee's Facilities used in

providing emergency services to the general public in Whatcom County, Washington, and for broadcasting operations related thereto, and for no other purpose without the consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. The installation, removal, operation, repair, maintenance of the Lessee's Facilities, and Lessee's broadcasting operations shall be conducted in accordance with the terms and conditions of this Lease and the standards imposed by the Federal Communications Commission ("FCC") and any other governmental body or agency as shall have jurisdiction over the Lessee's Facilities or with any activities of Lessee on the Tower Site.

B. Compliance with Laws. Lessee shall comply with all laws concerning the Tower Site or Lessee's use of the Tower Site, including, without limitation, the obligation, at Lessee's expense, to alter, maintain, or restore the Tower Site, in compliance and conformity with all laws relating to the condition, use, or occupancy of the Tower Site during the Term.

C. No Exclusive Use. Lessor shall have the right for itself and its affiliates to use the Tower Site, including but not limited to space in the Communication Building and the Tower, and to lease or otherwise grant the right to use the Tower Site to any other person or entity for any purpose, including but not engaging in any form of radio broadcasting and/or electromagnetic communication. The use by Lessee of the Tower Site shall be, and is, subject to the exercise of rights by Lessor and third parties using or the Tower Site to the extent that the exercise by Lessor and such third parties of their respective rights does not violate or conflict with rights granted to the Lessee hereunder.

D. Interference.

1. Lessee shall not take any action or install or utilize the Lessee's Facilities in any manner that Interferes with any other person's broadcasting signal (or receiving ability) on the Tower Site or on any immediately adjacent parcels of real property. As used in this Lease, the terms "Interfere" and "Interference" means (i) a condition existing that constitutes interference within the meaning of the provisions of the recommended practices of the Electronics Industry Association and the rules and regulations of the FCC then in effect, or (ii) a material impairment of the quality of receiving ability, or material impairment of sound or picture signals of a broadcasting activity, to the extent such receiving or broadcasting activities are now or hereafter conducted on the Tower Site or on any immediately adjacent parcels of real property.

2. Lessor shall notify Lessee of Lessee's Interference in writing ("Interference Notice"). Upon receipt of notification, Lessee shall (x) reasonable efforts necessary to identify and rectify the Interference, and (y) cease the operation of the source of such Interference or reduce operating power to eliminate the Interference until the Interference is fully rectified. In the event Lessee fails to cease operation of the source of such Interference or reduce operating power to eliminate the Interference within forty-eight (48) hours or receipt of the Interference Notice, Lessor may, at its option, disconnect power to the Lessee's Facilities. If Lessor does not exercise its option to disconnect power and if Lessee fails to correct and eliminate the interference within fifteen (15) days of receipt of the Interference Notice, Lessee

shall be in Default hereunder and Lessor may exercise any and all remedies provided for herein. Lessee shall pay any costs incurred as a consequence of its exercise of remedies hereunder.

3. Lessor shall use all reasonable efforts to ensure that other parties that install equipment on or use the Tower Site after the Effective Date of this Agreement do not cause interference to the operation of the Lessee's Facilities ("Objectionable Interference"). Should Objectionable Interference be experienced by Lessee, Lessee shall provide notice in writing of such Objectionable Interference to Lessor, and Lessor shall cooperate with Lessee in identifying the source of the Objectionable Interference and in causing the responsible party to take such reasonable steps necessary to eliminate the Objectionable Interference.

5. UTILITIES.

A. **Electrical Service for Lessee's Use.** Lessor shall provide Lessee, at Lessor's expense, electrical service and appropriate environmental cooling and heating of the Communications Building up to 800 kWh per month. Power usage over 800 kWh per month may be billed to Lessee at Lessors discretion. Lessor shall have no other obligation to provide utilities to the Tower Site or for the use of Lessee.

B. **Lessor's Limitation of Liability Regarding Electrical Service.** In no event shall Lessor be liable for the quality, quantity, failure or interruption of electrical service to the Tower Site or damages resulting directly or indirectly therefrom by reason of or resulting from any accident, or the need or priority of repairs or improvements, or by reason of orders of any military, civil or governmental authority, or riots, insurrections or invasions, or any other reason beyond the control of Lessor.

6. **CARE OF TOWER SITE.** Lessee shall use all reasonable precautions to prevent waste, damage, or injury to the Tower Site or to the equipment of others located on the Tower Site. During the Term, Lessee, at its expense, shall cause the Lessee's Facilities at the Tower Site to be kept in good condition and repair and in accordance with reasonable engineering standards and requirements of the FCC and all other public authorities with jurisdiction over the Tower Site. Lessee shall, at its expense, repair any damage it or its agents or contractors cause to the Tower Site, reasonable wear and tear excepted. In the event Lessee fails to so maintain or repair the Tower Site or the Lessee's Facilities, Lessor shall deliver notice of such failure to Lessee. In the event Lessee fails to thereafter repair or maintain the Tower Site or Lessee's Facilities within fifteen (15) days from Lessee's receipt of Lessor's notice, Lessor may cause the Lessee's Facilities or the Tower Site to be repaired—in which case, Lessee shall reimburse Lessor for the reasonable costs incurred in connection therewith within ten (10) days after Lessor delivers an invoice to Lessee therefor. Lessee's use of the Tower Site shall not unnecessarily interrupt Lessor's use of the Tower Site, nor disrupt existing utilities, and/or other Lessee of the Tower Site.

7. ENVIRONMENT.

A. **Limitation on Use of Hazardous Substances.** With the exception of Hazardous Substances that are legally used in the normal course of its business, Lessee will not bring to, transport across or dispose of any Hazardous Substances on the Tower Site. Lessee may keep on the Tower Site substances used in backup power units (such as batteries and diesel generators) commonly used in the communications industry. Lessee's use of any approved substances constituting Hazardous Substances must comply with all applicable laws, ordinances and regulations governing such use.

B. **Indemnity.** If Lessee breaches the obligations stated in the preceding section, then Lessee shall indemnify, defend and hold the Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Tower Site, damages for the loss or restriction on use of the Tower Site, or elsewhere, and sums paid in settlement of claims, attorneys' fee, consultant fees and expert fees incurred or suffered by Lessor as a result of Lessee's acts either during or after the Term. These indemnifications by Lessee include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Substances present on the Tower Site or in soil or ground water on or under the Tower Site. Lessee shall immediately notify Lessor of any inquiry, investigation or notice that Lessee may receive from any third party regarding the actual or suspected presence of Hazardous Substances on the Tower Site.

C. Notwithstanding the foregoing or any other provision in this Lease, Lessee shall not be liable or responsible for any environmental condition, including the release of Hazardous Substances, that existed before the execution of this Lease.

D. **Hazardous Materials Defined.** As used herein, the term "Hazardous Substances" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local government authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment.

8. **ASSIGNMENT OR SUBLEASE.**

A. **Lessee's Assignment.** Lessee may not sublet any rights to access or use the Tower Site granted by Lessor under this Lease. Lessee may assign all its rights under this Lease only (i) to governmental entities whose sole purpose for using the Tower Site is to provide emergency services to the general public in Whatcom County, Washington, (ii) in its entirety, and (iii) with the prior written consent of Lessor, which consent Lessor shall not unreasonably withhold or delay. If at any time Lessee desires to assign this Lease, Lessee shall submit a written request to Lessor, including with the request the identification of the proposed assignee, a description of its proposed use of the Tower Site, and a statement of the terms upon which the assignment is proposed to be made. Lessee will promptly, on request, submit to Lessor such further reasonable documentation relative to the proposed assignment or sublease as Lessor may request. In the event that Lessor grants consent to any assignment of this Lease, the assignment may be conditioned on reasonable conditions imposed by Lessor. Any assignee shall be subject

to all of the terms and conditions of this Lease, including those terms and conditions applicable to permitted use and assignment. No assignment shall, to any extent, impair, limit, or qualify the continuing obligation of Lessee to perform all of the obligations of the Lessee under this Lease as if the assignment had not taken place. Any purported assignment or subletting without full compliance with this Section shall constitute a Default and shall vest no rights in the purported assignee or subtenant.

B. Lessor's Assignment. Lessor shall have the right to assign its rights and duties hereunder at any time without the consent of Lessee.

9. INDEMNITY AND INSURANCE.

A. Insurance.

1. At all times during the Term, Lessee shall carry (a) commercial general liability insurance, insuring both Lessee and Lessor, with not less than Two Million Dollars (\$2,000,000.00) single limit coverage per occurrence, Tower Site and the Lessee's Facilities in an amount equal to the full replacement value thereof, (c) workers' compensation insurance in statutorily-required amounts, and (d) automobile liability insurance for all owned, leased, non-owned, and hired automobiles used in connection with Lessee's activities on the Tower Site at no less than One Million Dollars (\$1,000,000) per occurrence combined single limit for injury or property damage.

2. All of Lessee's insurance required hereunder shall be with insurance carriers licensed to do business in the State of Washington, and rated no lower than A- with a Financial Size Category (FSC) not less than X in the most current edition of A.M. Best's Property-Casualty Key Rating Guide. Lessee shall deliver to Lessor certificates evidencing the insurance required to be maintained by Lessee hereunder on an annual basis. Without limitation upon the other terms and provisions of this Section 10, each insurance policy maintained by Lessee with respect to the Tower Site shall be endorsed to provide (i) that in the event of cancellation, non-renewal or material modification, Lessor shall receive 30-days advance written notice thereof and (ii) that Lessor shall receive renewal Certificates of Insurance no later than 30-days in advance of each renewal.

3. Lessee may satisfy the insurance obligations set forth in this Section by maintaining a self-insurance program or participating in a governmental entity risk pool satisfying the minimum requirements set forth in this Section. Lessee shall provide Lessor with such evidence as Lessor may reasonably require of such substitutes for commercial liability insurance.

4. Notwithstanding any other provision of this Lease, Lessor and Lessee hereby release each other and each other's employees and agents from and against any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage that is coverable by insurance required to be carried by that party under this Lease, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party is responsible. Because the

provisions of this Section will preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurance company or any other person, each party to this Lease shall give to its insurers notice of the terms of the mutual releases contained in this Section, and have the insurance required under this Lease properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of the mutual releases contained in this Section.

B. **Indemnity.** Lessor shall not be liable for injury, including death, to any person, or for damage to any property, regardless of how such damage may be caused, sustained or alleged to have been sustained by Lessee or others as a result of the Lessee's activities on the Tower Site. Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Tower Site, or the conduct of its business on the Tower Site, and shall further indemnify and hold Lessor harmless from and against any and all claims arising from any breach or default by Lessee in the performance of its obligations hereunder, and from and against any and all costs, expenses and liabilities incurred in connection with such claim. The provisions of this section shall survive the expiration or earlier termination of this Lease.

10. **ALTERATIONS AND IMPROVEMENTS.**

A. **Sole Risk.** The risk of loss or damage to Lessee's Facilities and any improvements and personal property of Lessee of every kind or description which may at any time be on the Tower Site shall be Lessee's risk or the risk of those claiming under Lessee, and Lessor shall not be liable for damage to or theft of or misappropriation of such property, any injury or damage to persons or property resulting from or related to the Lessee's Facilities or personal property or any latent defect in any improvements located upon the Tower Site; provided, however, the foregoing limitation on Lessor's liability shall not apply to Lessor's acts of gross negligence and/or willful misconduct.

B. **No Improvements or Alterations.** Lessee shall have no right to make changes and alterations to the Tower Site except as expressly authorized by this Lease.

C. **Liens.** Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's title or interest in the Tower or the Tower Site, and any and all liens and encumbrances created by Lessee shall attach to the Lessee's Facilities only. Lessee covenants and agrees not to suffer or permit any lien of mechanics, suppliers, materialmen or others to be placed against the Tower Site or the Tower Site, or any portion thereof, and Lessee covenants and agrees within thirty (30) days after written notice by any entity of the filing of such lien to cause it to be release and removed of record. If Lessee shall fail to cause such lien or encumbrance to be discharged, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the same either by procuring the discharge of the lien by payment, deposit or by bonding proceedings. Any amounts paid by Lessor to remove or otherwise satisfy a lien created by Lessee, and all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lessor in connection therewith, shall bear interest from the date that the cost was incurred by Lessor at the rate of one and one-half

percent (1-1/2%) per month until paid and shall be reimbursed by Lessee immediately upon demand by Lessor.

11. **TAXES.** Lessor shall pay all real estate taxes, assessments, or levies assessed or imposed against the Tower Site. Lessee shall pay all personal property or other taxes imposed against the Lessee's Facilities.

12. **DAMAGE, DESTRUCTION, AND CONDEMNATION.** If Lessee reasonably determines that the Tower Site is damaged or destroyed (unless such damage or destruction is caused by the acts or omissions of Lessee) or is condemned, such that the Tower Site is rendered unsuitable for Lessee's use in providing emergency services to the general public in Whatcom County, Washington, then Lessee shall provide written notice to Lessor within thirty (30) days of such damage or destruction of its intent to terminate this Lease. If any portion of the Tower Site is damaged, destroyed or condemned and Lessee does not terminate this Lease under the provisions of the immediately preceding sentence, then this Lease shall remain in full force and effect. If any portion of the Tower Site or Lessee's Facilities is damaged or destroyed as a result of the acts or omissions of Lessee, this Lease shall remain in full force and effect, and Lessee shall promptly repair such damage or destruction at Lessee's sole expense.

13. **SURRENDER OF TOWER SITE.** Upon the termination of this Lease for any reason, Lessee shall, at its sole expense, remove all equipment and other property owned by Lessee or placed by Lessee on the Tower Site not later than sixty (60) days following the termination of this Lease.

14. **QUIET ENJOYMENT.** Lessor covenants that Lessee shall and may peacefully have, hold and enjoy the Tower Site, subject to the provisions of this Lease, provided Lessee pays the Rent herein recited and performs all of Lessee's covenants and agreements herein contained.

15. **DEFAULT.**

A. **Events of Default.** The occurrence of any one or more of the following events will constitute events of default (each, a "Default" or "Event of Default"):

1. Lessee fails to pay any Rent payable by Lessee under this Lease within 10 business days after Lessee's receipt of written notice from Lessor that such payment is past due. However, if Lessor has provided more than two (2) such notices in any Lease Year, then for the remainder of that Lease Year, it will be an Event of Default if Lessee fails to pay any Rent payable by Lessee under this Lease within five (5) business days after such payment is due (without any notice);

2. Lessee breaches or violates any provision of this Lease that is described in such provision as a "Default" or "Event of Default" or for which a specific performance or notice and cure period is provided and Lessee fails to perform such action or cure such violation within the time period therein provided;

3. Lessee abandons or vacates the Lessee's Facilities and the Tower Site (which shall be construed to mean Lessee has not conducted its business on the Tower Site for a

period of time exceeding forty-five (45) days), unless such abandonment or vacation is excused under other provisions of this Lease; or

4. Lessee fails promptly and fully to perform any other of its promises, covenants or agreements in this Lease within thirty (30) days after receipt of written notice thereof from Lessor; provided, however, if the breach is of such a nature that it cannot be cured within such period, then Lessee will have such additional time as may be reasonably necessary to cure that breach provided Lessee (i) commences to cure that breach within ten (10) days after receipt of written notice thereof from Lessor and (ii) thereafter diligently pursues such cure to completion.

B. Remedies of Lessor. Upon the occurrence of any Event of Default, Lessor will have the right to pursue and enforce any and all rights and remedies available to Lessor hereunder or at law or in equity, including, without limitation, the following: (1) to terminate this Lease; (2) cure any such default and invoice Lessee for the costs and expenses of the same, which invoice shall be payable within thirty (30) days of its receipt by Lessee; and (3) if Lessee remains in Default beyond any applicable cure period, whether or not Lessor shall have terminated this Lease, Lessor may demand immediate removal by Lessee of the Lessee's Facilities from the Tower Site, and if Lessee fails to do so within thirty (30) days of Lessor's demand, Lessor may remove and store all of Lessee's property at Lessee's sole cost. In such event, Lessor shall not be liable to Lessee for damage to the Lessee's Facilities in the course of such removal, and Lessee shall reimburse Lessor for any damages to the Tower Site or Tower Site caused by such removal. Lessor's exercise of any particular remedy shall not preclude Lessor from exercising any other remedy available to Lessor, whether under this Lease, at law or in equity.

C. Lessor Default; Limitation on Lessor's Liability. Lessor will not be in default of any provision of this Lease prior to the expiration of not less than thirty (30) days (plus such additional time as may reasonably be required to cure Lessor's failure, if such default reasonably cannot be cured within such thirty (30) days) after written notice from Lessee specifying Lessor's failure. All obligations of Lessor under this Lease will be binding upon Lessor only during the period of its ownership of the Tower Site and not thereafter. The term "Lessor" in this Lease will mean only the owner of the Tower Site so long as it owns the Tower Site, and in the event of the transfer by such owner of its interest in the Tower Site, such owner will thereupon be released and discharged from all obligations of Lessor thereafter accruing, but such obligations will be binding during the Term upon each new owner for the duration of such owner's ownership.

16. SUBORDINATION.

A. Lease Subordinate. Upon written request by Lessor, Lessee agrees to subordinate its rights under this Lease to the lien of all mortgages (regardless of whether such mortgages now exist or may hereafter be created) with regard to all or any part of the Tower Site, and to any and all advances to be made thereunder and all modifications, consolidations, renewals, replacements and extensions thereof provided the mortgagee(s) shall agree to

recognize the Lease of Lessee (if Lessee is not then in default hereunder) in the event of foreclosure under any such mortgage.

B. Sale of Tower Site. Lessee shall, in the event of the sale or transfer of Lessor's interest in the Tower Site, or in the event of any proceedings brought for the foreclosure of any mortgage covering the Tower Site, attorn and by the execution of this Lease does so attorn to and recognize such purchaser or assignee or mortgagee as Lessor under this Lease.

C. Certificates. Lessee agrees that, upon the request of Lessor or any such assignee or mortgagee, Lessee shall, within ten (10) business days from Lessor's request, execute and deliver whatever instruments may be required to carry out the intent of this section. Failure to do so shall be an Event of Default hereunder.

17. SERVICE INTERRUPTIONS. Lessor shall incur no liability to Lessee for any act or failure to act if prevented by war, fires, accidents not as a result of Lessor's own gross negligence or willful misconduct, acts of God, or other causes beyond its control, including but not limited to, temporary or intermittent service interruptions resulting from maintenance and repair work to the Communications Building, the Tower, facilities of Lessor, or other Lessee of the Tower Site, or alterations to the Communications Building, the Tower, or the Tower Site performed by Lessor, any other Lessee of the Tower Site, or required by any governmental authority. Except as otherwise provided in Section 12 of this Lease, any delay, disruption or hindrance caused to Lessee, its transmissions or business that is occasioned by maintenance, repair work, or any other commercially reasonable purpose by Lessor, any other Lessee of the Tower Site, or any governmental authority shall not affect or impair Lessee's obligation to pay Monthly Base Rent hereunder, so long as the party conducting such work acts in accordance with commercially reasonable engineering practices.

18. NOTICES. Except as otherwise specifically set forth herein, any demand, request or notice which either party hereto desires, or may be required to may or deliver to the other, shall be in writing and shall be deemed given when personally delivered, or on the next business day and when delivered by an overnight delivery service which issues receipts (such as Federal Express), or when received by facsimile at the facsimile number shown below, or three (3) days after being deposited in the United States mail, in registered or certified form, return receipt requested, addressed as follows:

Lessor:

Lookout Mountain Holdings
1800 Ellis St
Bellingham, WA 98225
Attn.: Contracts Team
Telephone No.: (360) 380-0300

Lessee:

Whatcom County Sheriff's Office
311 Grand Avenue, Public Safety Building
Bellingham, WA 98225
Attn.: Communications Manager, Division of Emergency Management
Telephone No.: 360-676-6681
Email address: wcsodem@co.whatcom.wa.us

Or to such other address, facsimile number and/or person as either party may communicate to the other by like written notice.

19. **SEVERABILITY.** It is the intention of the Lessor and Lessee that this Lease comply with FCC rules, regulations and policies and the applicable state and local laws and regulations and any covenants or restrictions of record. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

20. **BROKERS.** Lessee warrants that it has dealt with no broker, commission agent, finder or other person or entity with respect to this Lease, and Lessor warrants that it has dealt with no broker, commission agent, finder or other person or entity with respect to this Lease. Each party shall indemnify and hold harmless the other party from any and all claims, actions, damages, costs, expenses, and liability whatsoever, including reasonable attorney's fees that may arise from any claims for commission or finder's fees in connection with this Lease or the Tower Site.

21. **ENTIRE AGREEMENT.** This Lease and all exhibits attached hereto constitute the entire agreement between Lessor and Lessee regarding the subject matter of this Lease. There are no terms, obligations, covenants or conditions other than those herein contained. No modification or amendment to this agreement shall be valid or effective unless evidenced by an agreement in writing between the parties hereto. No waiver by any party of any right, default, misrepresentation, or breach of warranty or covenant under this Lease shall be effective unless in writing and signed by the waiving party. No such waiver shall be deemed to extend to any prior or subsequent right, default, misrepresentation, or breach of warranty or covenant under this Lease, or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

22. **GOVERNING LAW; VENUE; ATTORNEYS FEES.** This Lease and all rights and liabilities of the parties hereunder shall be construed and governed by the laws of the State of

Washington. In the event of a dispute between the parties hereto concerning the terms of this agreement, or any action or cause of action in connection therewith may be had in Island County, Washington, and the prevailing party as to such action shall be entitled to receive a reasonable attorney fee as determined in the court in such action. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. Time is of the essence of this Lease.

WHATCOM COUNTY:
Recommended for Approval:



Bill Elfo, Sheriff

03-09-21

Date

Approved as to form:

Brandon Waldron, via email

Prosecuting Attorney

02/17/2021

Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive _____ Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ____ day of _____, 2021, 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.

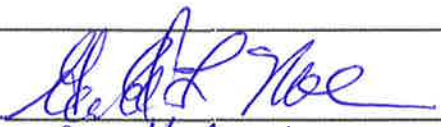
NOTARY PUBLIC in and for the State of
Washington, residing at

My commission expires

IN WITNESS WHEREOF, the parties hereto have executed this Lease, to be effective as of the Effective Date first set forth above in this Lease.

Lessor:

LOOKOUT MOUNTAIN HOLDINGS,
a Washington Corporation

By: 
Name: Gerald H. Noe
Its: Manager
Date: 3/8/2021

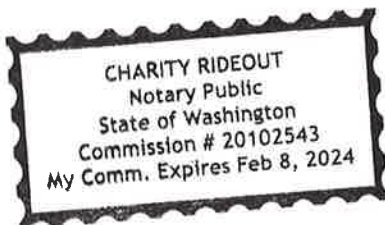
STATE OF WASHINGTON

COUNTY OF Whatcom

ss.

I certify that I know or have satisfactory evidence that Gerald L. Doe is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of Lookout Mountain Holdings, a Washington corporation, and that it executed the within and foregoing instrument to be its free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 08th day of March, 2021, or 2014.



[Signature]
Notary public in and for the State of Washington,
residing at Whatcom County
Printed name: Charity Rideout
My appointment expires Feb. 08, 2024



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-170

File ID:	AB2021-170	Version:	1	Status:	Agenda Ready
File Created:	03/10/2021	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:	03/23/2021	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 funding for an additional GRACE Program Case Manager in the amount of \$92,875 for a total amended contract amount of \$1,712,583

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, Contract Amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: SeaMar – GRACE Program Contract Amendment #4

DATE: March 10, 2021

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

▪ **Background and Purpose**

Whatcom Ground-level Response and Coordinated Engagement (GRACE) is a multi-agency, cross-system program that provides intensive care coordination to individuals who have frequent contact with law enforcement and emergency response systems, make inappropriate use of health care, and have failed social service and housing episodes, leading to inefficient use of public resources to meet their needs. The goal of GRACE is to increase public safety, reduce excessive use and cost to emergency and criminal justice systems, and improve the health and well-being of individuals with complex needs. SeaMar facilitates the GRACE program and works closely with community partners and various systems to provide care coordination to individuals in the program. The purpose of this amendment is to increase funding for an additional GRACE Case Manager who, working closely with the Bellingham Police Department, will focus on responding to people who are experiencing a behavioral health crisis.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$599,421 during this contract period (01/01/2021 – 12/31/2021) and \$1,712,583 for the entire contract period (09/01/2018 – 12/31/2021), is provided by the Behavioral Health Program Fund, the City of Bellingham, PeaceHealth Medical Center, and the North Sound Behavioral Health Administrative Services Organization Trueblood Fund. These funds are included in the 2021 budget. Council approval is required as increased funding for this amendment exceeds 10% of the approved budget.

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

Encl.



**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201808030 – 4

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855020 Mental Health	
Contract or Grant Administrator:		Anne Deacon	
Contractor's / Agency Name:		SeaMar Community Health Centers	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		201808030
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202006007 / 201902019
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18-11		671200 / 124100
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards 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:	
\$ 1,619,708		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.	
\$ 92,875		3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$ 1,712,583		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This contract provides funds for the agency that will facilitate the Whatcom GRACE Program. GRACE is a program designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways.			
Term of Contract:	1 Year	Expiration Date:	12/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 02/08/2021
	2. Health Budget Approval	KR/JG	Date: 03/10/2021
	3. Attorney signoff:	RB	Date: 03/08/2021
	4. AS Finance reviewed:	M Caldwell	Date: 3/10/21
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-170	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
SeaMar Community Health Center
1040 S Henderson Street
Seattle, WA 98108

CONTRACT PERIODS:

Original: 09/01/2018 – 12/31/2019
Amendment #1: 01/01/2019 – 12/31/2019
Amendment #2: 01/01/2020 – 12/31/2020

Amendment #3: 01/01/2021 – 12/31/2021
Amendment #4: 01/01/2021 – 12/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A – Scope of Work, to update quarterly reporting requirements and staffing to include an additional Case Manager who will work closely with the Bellingham Police Department to respond to people who are experiencing a behavioral health crisis; revised Exhibit A is attached.
2. Amend Exhibit B – Compensation, to increase funding by \$92,875 for an additional Case Manager and associated costs; revised Exhibit B is attached.
3. Funding for this contract period (01/01/2021 – 12/31/2021) is not to exceed \$599,421.
4. Funding for the total contract period (09/01/2018 – 12/31/2021) is not to exceed \$1,712,583.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 01/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Signature is required below.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

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

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

FOR THE CONTRACTOR:

Contractor Signature	Print Name and Title	Date
----------------------	----------------------	------

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 “A” – Amendment #4 (SCOPE OF WORK)

I. Background

Individuals with complex needs are often challenged with poor health, behavioral health disorders, and/or unstable housing or homelessness. As a result, some individuals will frequently require emergency responses from law enforcement or Emergency Medical Services (EMS). Crisis interventions are ineffective in resolving an individual's persistent challenges. These individuals become “familiar faces” to first responder systems and require substantial support to change the pattern of excessive and inappropriate use. A thoughtful intervention plan that includes multiple service providers who coordinate their efforts can help prevent or reduce unnecessary calls to First Responders.

Whatcom GRACE (Ground-level Response And Coordinated Engagement) is a program designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways. Care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. The overarching GRACE program goals are to reduce First Responder calls, Emergency Department visits, arrests, and jail admissions while improving the health, well-being and stability of these individuals.

The general goals of the GRACE program are: 1) increased public safety, 2) reduced use and costs of emergency and criminal justice systems, and 3) improved health and well-being of individuals with complex needs.

GRACE community partners include, but are not necessarily limited to: the Whatcom County Health Department, the City of Bellingham, PeaceHealth Medical Center, law enforcement agencies, Emergency Medical Services (EMS), the Whatcom County Jail, small cities, tribal nations, and housing, treatment and human service providers.

The purpose of this contract is to fund an agency to act as the Hub in a “hub and spoke” model, with the above-mentioned community partners serving as the “spokes”. The Hub agency will facilitate the development of Community Support Plans and provide care coordination and case management services to an identified population of “familiar faces” in collaboration with “spoke” partners.

II. Definitions

Hub: The agency/contractor that identifies program participants, and facilitates and/or provides GRACE member engagement, intervention planning, care coordination, and program quality assurance for GRACE. The Hub will provide leadership to the community and its partners in its primary responsibility for administration of the county-wide GRACE Program.

Executive Committee: Representatives from the funding entities, acting in an advisory capacity to the county and the Hub/contractor, providing guidance on goals and objectives, and expected outcomes of the GRACE program.

Familiar Faces: Individuals who use crisis systems frequently and ineffectively, often without meeting their unique, complex needs.

Leadership Team: An identified group of community leaders acting in an advisory capacity to the County and the Hub/Contractor on policies of the GRACE program.

Program Team: An identified group of community service providers, comprised largely of “spoke” organizations at the program level acting in an advisory capacity to the County and the Contractor/Hub on GRACE practices and procedures.

Spokes: Spokes are the organizations that provide services to GRACE members and coordinate care, to include behavioral health treatment, housing and other social services, and medical care.

III. Statement of Work

A. Program Services

The Contractor will serve as the Hub for the GRACE program. The role of the Hub is to facilitate comprehensive care coordination among spoke agencies that are providing services to GRACE members, provide direct care coordination and case management, facilitate the development of Community Support Plans, and report on identified performance and outcome measures.

Specific responsibilities of the Hub include:

1. Maintain staff capacity to operate the GRACE Hub, in collaboration with the County and other funders to the extent possible and allowed by Contractor personnel policies.
2. Update and/or develop policies and procedures, in collaboration with the County, that will inform and guide the GRACE Program activities and expectations.
 - A. Policies and procedures will include guidance on member eligibility, referrals, types of services provided, Community Support Plans, spoke expectations and commitment of participation, data collection and tracking, and use of member flex funds/motivational incentives.
 - B. Educate and update the spoke agencies on GRACE policies and procedures and their expected role as GRACE partners.
3. Assume a primary leadership role for the GRACE program in collaboration with the County.
4. Make final determination on the status of an individual as a GRACE Program member, in consultation with the County, and then review eligibility guidelines on an annual basis.
5. Participate in meetings with the Executive Committee as necessary.
6. Convene and facilitate meetings of the Leadership and Program Teams as necessary, and in collaboration with the County.
7. Work closely with County and other funders to refine and analyze metrics for GRACE Program outcome measures and employ a continuous quality improvement process.
8. Educate community about the GRACE Program in collaboration with the County.
9. Ensure consistent, accurate and effective communication with multiple, diverse stakeholders, as appropriate.
10. Convene and facilitate meetings with spoke agencies focused on development, implementation, and oversight of Community Support Plans for individual members of the GRACE Program, as necessary.
11. Ensure quality Community Support Plans are created to meet the complex needs of GRACE members to the greatest extent possible.
12. Engage with prospective GRACE members and encourage participation in the GRACE program.
13. Facilitate and provide care coordination services to GRACE members as needed.
14. Screen and assess or arrange for assessments of GRACE members as appropriate in an effort to develop and implement Community Support Plans that are responsive to identified needs.
15. Monitor caseloads to ensure delivery of adequate care coordination services and make or recommend adjustments as appropriate.
16. Maintain engagement and care coordination efforts with GRACE program members and prospective members despite their reticence for help, to the extent appropriate.
17. Work with spoke agencies to create new and/or innovative strategies where existing processes or policies are inflexible or ineffective to meet the needs of the GRACE members.
18. Arrange transportation or provide transportation for GRACE members for necessary appointments, as appropriate.
19. Provide services out of office and on-site whenever possible to best achieve the goals of the members' Community Support Plans.
20. Provide medication evaluations and ongoing medication monitoring when indicated and appropriate, and in off-site locations when necessary.
21. Provide basic medical care as appropriate and as a bridge to connection of a member to a designated primary care provider.

22. Work closely with law enforcement and EMS agencies to coordinate outreach activities to GRACE members, to include teaming with these agencies during member contacts, when appropriate.
23. Ensure appropriate staff training and supervision related to the complex challenges of GRACE members, to include criminogenic risk factors.
24. Work with County to identify topics of training to offer to spoke agencies and the community that will support the goals and activities of the GRACE program.
25. Work with County to maintain a member database and a reporting and communication mechanism, considering the needs for dynamic information exchange with multiple community partners.
26. Comply with 42 CFR Part 2, HIPAA rules, as well as State confidentiality rules.
27. Work with County to identify and implement billing for member services to Medicaid and other payers, as eligible and appropriate.
28. Work with the County and the North Sound Accountable Community of Health (NS ACH), as GRACE is identified as one of the Medicaid Transformation projects, to provide all required information and to promote the GRACE Program.
29. Work closely with the County to ensure program costs are sufficiently funded and request timely reviews of program operation expenses.

B. Service Eligibility

The target population of the GRACE Program consists of individuals (“familiar faces”) who have frequent contact with law enforcement and emergency response systems, high use of acute care health services including behavioral health, and challenges maintaining safe and affordable housing. As a result of their frequent contacts, familiar faces make inefficient use of public resources in an attempt to meet their needs. A high percentage of the target population is Medicaid eligible or enrolled. GRACE members may include all ages, and are not excluded because of age alone.

The Contractor will accept referrals for program admission consideration from law enforcement, EMS agencies, PeaceHealth Medical Center, Whatcom County jail, and secondarily from treatment or service provider agencies. The Contractor will utilize the GRACE Executive Committee and Leadership Team as advisory bodies to assist in developing policies for prioritizing admissions to the GRACE program.

A secondary population of the GRACE program will consist of individuals experiencing a behavioral health crisis wherein a 911 call for dispatch originated. The safety of the staff responding will be prioritized to promote an effective and secure intervention

IV. Program Requirements

A. Staffing

The contractor will provide staffing sufficient to operate the GRACE program Hub. Adequate capacity for operations must include program management and supervision, accounting and performance management, care coordination and case management, community engagement, member programming facilitation, and collaboration with the Leadership and Program teams.

Hub operations and care coordination/case management will be provided by a multidisciplinary team of behavioral health and healthcare professionals. The Contractor shall ensure that GRACE program staff have the demonstrated ability to work with complex individuals who experience acute symptoms and lifestyle patterns that are disruptive to their health and well-being. Requirements for GRACE Hub program staff follow:

1. Retain program staff to provide Program Management, Administrative support, Care Coordination/Case Management capacity. Staff capacity to deliver medication evaluations, prescribing, monitoring, and consultation shall also be included in the staffing model.
 - a. Program Management shall be provided by a staff member with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex

members. The GRACE Program Manager will also manage the LEAD Program under the GRACE umbrella. These services shall be provided by no less than 1 FTE with GRACE covering .5 FTE and LEAD covering .5 FTE.

- b. Care Coordination services shall be provided by no less than five (5) full-time staff members qualified to work with highly complex individuals, with specialized training in behavioral health. The County prefers that these staff hold a Master's degree or higher in a behavioral health, or other relevant field. Waiver of any of the educational or professional requirements requires approval by the County and will be considered as requested by the Contractor.
- c. No less than four (4) members will carry full caseloads of approximately 20 GRACE members each. A fifth staff member will work closely with the Bellingham Police Department.
- d. Medication evaluations, prescribing, monitoring, primary care bridging, and consultation services shall be provided by an ARNP qualified in the State of Washington to provide these services. Services will be offered as necessary and available, and within program budgetary restrictions. No more than a 0.8 FTE will be dedicated to the ARNP duties.
- e. Administrative assistant capacity to assist Program Manager in the everyday operations of the GRACE Program and shall be provided at a .4 FTE.

The Contractor will also fulfill the following requirements:

1. Provide administrative support sufficient to sustain the GRACE program functions.
2. Provide office space, furniture and equipment sufficient to support the GRACE Hub, co-locating with law enforcement, EMS, etc., as appropriate.
3. Provide administrative and clinical supervision of program direct service staff.
4. Work with County to modify program as necessary in response to potential changes relative to the NS ACH transformation projects, Medicaid billing opportunities, information exchange, or data collection and reporting.
5. Work with County to review GRACE budget as needed to ensure adequate funding support for costs when/if program modifications are made.
6. Update Memorandums of Understanding (MOUs) with EMS as necessary to delineate roles and responsibilities of coordination and collaborative efforts on behalf of GRACE clients, to be reviewed annually.
7. Update MOUs with Law Enforcement agencies as necessary to clarify roles and partnerships between GRACE Care Coordination staff and law enforcement officers, to be reviewed annually.
8. Develop and update, as necessary, MOUs with Spoke agencies to clarify roles and responsibilities, to be reviewed annually.

V. Reporting Requirements

The Contractor shall work in collaboration with the County and the Leadership Team to identify specific metrics for GRACE program outcomes. Expected program overarching outcomes include:

1. Reduction in jail admissions/reduction in jail bed day utilization
2. Reduction in law enforcement responses
3. Reduction in EMS responses
4. Reduction in Emergency Department visits
5. Improved health conditions of GRACE members

The general outcomes expected of the GRACE program also include reducing the incidence of familiar faces using multiple systems inefficiently, and while promoting healthy behaviors among GRACE members.

The GRACE Program will collect baseline data on members newly admitted to the GRACE program to include historical utilization of First Responder systems and the Emergency Department. On a quarterly basis, data will be collected by individual GRACE member on current utilization of these services.

As the program evolves, the Program Manager, in collaboration with the County and the Leadership Team, will review quarterly utilization data collected and then begin to solidify specific metrics. Outcome reporting will be dependent on data sharing agreements with the entities listed in #1-4 and the subsequent transfer of data into the Julota system.

Quarterly reporting to include basic program information about the GRACE members, as well as pre and post:

1. Arrests
2. Jail admissions
3. Jail bed day stays
4. First Responder calls for assistance (law enforcement and EMS)
5. Emergency Department visits

Annual report will include a summary of the quarterly reports as well as expected outcomes.

**EXHIBIT "B" – Amendment #4
(COMPENSATION)**

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$599,421, is the Whatcom County Behavioral Health Program Fund, the City of Bellingham, PeaceHealth, and the North Sound Behavioral Health Administrative Services Organization Trueblood Fund. The budget for this work is as follows:

Personnel Costs		
Item	Documentation Required	2021 Budget
Direct Service Personnel & Benefits	General Ledger (GL) Detail	\$438,061
Program Manager & Benefits (.5 FTE)		\$50,614
Admin Assistant & Benefits (.4 FTE)		\$19,919
Total Personnel Costs:		\$508,594
Other Direct Costs (list):		
Item	Documentation Required	2021 Budget
Client Service Support	Client Service Support Spreadsheet and documentation to support dispersals	\$9,000
Mileage	Copies of mileage records, including the name of staff member, date of travel, starting point and destination of travel, number of miles traveled, per mile reimbursement rate, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.	\$5,050
Travel/Training	Receipts for fees related to registration, training, licenses, and dues. Ground transportation, parking, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov) specific to location.	\$5,150
Occupancy	GL Detail	\$1,025
Telephone/Technology/Utilities		\$6,500
Program Supplies		\$3,450
Insurance		\$750
Taxes, Dues, Licenses	Receipts	\$500
Personnel + Other Direct Costs		\$540,019
Indirect Costs - not to exceed 11% of expenses		\$59,402
TOTAL BUDGET:		\$599,421

II. Budget, Rates, and/or Allowable Costs:

Indirect costs shall not exceed the federally approved indirect cost rate.

Allowable costs are those set out in the approved budget submitted by the Contractor. Costs between line items cannot exceed 10% without prior written approval from County.

During calendar year 2021, quarterly reconciliation will occur to account for Contractor reimbursement from Medicaid billings. Any costs reimbursed for these services to the Contractor will not be eligible for reimbursement through this Contract.

III.Invoicing

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

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 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.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-183

File ID:	AB2021-183	Version:	1	Status:	Agenda Ready
File Created:	03/15/2021	Entered by:	FBurkhar@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Agreement		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a lease agreement between Whatcom County and Mt Constitution Sites, Inc to lease tower access at the Mt Constitution site for the period of five years in the amount of \$111,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Staff Memo

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Agreement

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

MEMO

To: Satpal Singh Sidhu, County Executive

From: Sheriff Bill Elfo, Director
John Gargett, Deputy Director
Whatcom County Sheriff's Office Division of Emergency Management

Subject: Whatcom County Integrated Public Safety Radio Network
Mount Constitution Communications Site Lease

Date: March 15, 2021

Enclosed is the lease between Whatcom County and Mt. Constitution Sites, Inc. for leasing tower access and equipment space at the Mount Constitution Communications site on Orcas Island.

- Background and Purpose

The Whatcom County Integrated Public Safety Radio Network, used by all first responder agencies county-wide, utilize multiple communications sites to provide coverage for Whatcom County. All tower leases have been previously managed by the Whatcom County Council of Governments through the NWLERN contract, which expired 12/31/2020. Management of all tower leases has reverted to Whatcom County.

The lease for the Mount Constitution Communications Site has expired and needs to be renewed. This lease allows Whatcom County the continued ability to maintain communications for first responders.

The performance period for this lease runs from January 1, 2021 through December 31, 2025. Whatcom County has the right to extend the lease for three additional periods of five years each under the same terms and conditions, except for the adjustment in rent.

- Funding Amount and Source

\$22,200 for 01/01/2021-12/31/2021, with an annual rate adjustment based on the Consumer Price Index (\$22,200 x 5 years = \$111,000, plus CPI adjustment). Funding comes from the Sheriff's Office Division of Emergency Management Public Safety Radio System budget.

If you have questions, please contact John Gargett (360-778-7160).

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office								
Division/Program: (i.e. Dept. Division and Program)	Division of Emergency Management								
Contract or Grant Administrator:	John Gargett								
Contractor's / Agency Name:	Mt. Constitution Sites, Inc.								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions sec: 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: 1673519001									
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency	<input 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.
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<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): \$ 111,000.00 (see note below) 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: To lease tower access and equipment space at the Mount Constitution Tower Site. Rent = \$22,200 for 2021, with an annual adjustment thereafter per Consumer Price Index = \$111,000 + CPI									
Term of Contract: Five Years	Expiration Date: 12/31/2025								

Contract Routing:	1. Prepared by: F Burkhart	Date: 03/15/2021
	2. Attorney signoff: B Waldron (via email)	Date: 02/17/2021
	3. AS Finance reviewed: B Bennett (via email)	Date: 03/02/2021
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed: Rob Coulthurst	Date: 03/11/2021
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

LEASE

THIS LEASE is made and entered into this first day of January 2021, by and between MT. CONSTITUTION SITES, INC., a Washington corporation ("MCSI"), and WHATCOM COUNTY SHERIFF'S OFFICE ("Lessee").

In consideration of the covenants and agreements herein contained, MCSI leases to Lessee, and Lessee leases from MCSI, certain specified portions of a tower and space for equipment and other property ("Premises") situated on property of MCSI, located on Orcas Island, San Juan County, Washington ("Property"), for the term and under the following provisions:

1. **PROPERTY.**

The real property ("Property") of which the Premises are a part, is legally described as follows:

That portion of the West half of the Southeast quarter and the East half of the Southwest quarter, Section 20, Township 37 North, Range 1 West W.M., EXCEPTING existing county roads and power line easements, described as follows: Commencing at the Northeast corner thereof, thence Westerly along the Northerly line thereof 1000 feet; thence Southerly at right angles to the Northerly line 1000 feet; thence Easterly to the Easterly line thereof 1000 feet; thence Northerly along the Easterly line thereof to the point of beginning.

Situate in San Juan County, Washington.

1. **PURPOSE AND USE.**

a. Purpose. The Premises shall be used by Lessee for the purpose of point to point communications to Point Roberts and a 2-Way communications repeater.

b. Equipment. Attached as Exhibit "A" is a list of the equipment installed or to be installed and the location of the equipment on the Premises, including the identified tower structure and the specific location within the designated communications building.

c. Other Equipment. In order to enable Lessee to carry out this purpose, Lessee may construct improvements and install equipment reasonably

required by Lessee for this purpose, so long as not inconsistent with other provisions of this Lease. Those improvements and equipment may include, but are not limited to antenna(e), structures to house equipment, electrical meters, electrical generators, coaxial transmission lines, transmitters, receivers, accessory devices, an enclosure for such improvements, and all other equipment, supplies or materials relating to or reasonably appurtenant to the equipment and consistent with Lessee's purpose.

d. "Communications Equipment" Defined. All of the property set forth in Subparagraphs b. and c. shall collectively be referred to as the "Communications Equipment." Lessee, or its contractors, agents or employees may replace, repair, modify and remove the Communications Equipment as necessary in accordance with the purposes set forth herein. The installation or construction of the original or any additional Communications Equipment must be approved in advance by MCSI. Any work shall be subject to the supervision and control of MCSI. Prior to the time Lessee installs or constructs any Communications Equipment, detailed plans and specifications shall first be provided to MCSI for MCSI's approval. Approval shall not be unreasonably withheld, conditioned or delayed. The addition or modification of Communications Equipment may affect the rent and that determination shall, likewise, be made in advance of the commencement of the work.

2. **TERM.**

a. Initial Term. The Initial Term ("Initial Term") shall be for a period of FIVE (5) year(s), commencing upon the earlier of the 1st day of January, 2021, or such date as Lessee exercises dominion or control over the Premises, including the commencement of installation of Communications Equipment (the "Commencement Date"). Subject to the renewal provisions in Subparagraph 2(b), this Lease shall terminate one day before the FIFTH (5th) anniversary of the Commencement Date. Lessee's obligation to pay rent shall begin on the Commencement Date.

b. Extended Terms. Lessee shall have the right to extend the Initial

Term for THREE (3) additional periods of FIVE (5) years each ("Extended Terms") on the same terms and conditions as set forth herein, except for an adjustment in rent. Each Extended Term shall commence immediately upon the termination of the previous Term unless Lessee gives written notice to MCSI of its intent not to exercise its right to an extension of this Lease. Notice of intent not to extend shall be provided not less than one hundred eighty (180) days prior to the expiration of the then current Term.

c. "Term" Defined. The Initial Term and any Extended Term are alternately or collectively referred to as a "Term."

d. Holding Over. If, after the end of a Term for which there is no extension, or an extension does not occur by operation of this Lease or agreement of the parties, Lessee remains in possession of the Premises, at the sole option of MCSI, Lessee shall become a tenant on a year-to-year basis on the same terms and conditions of this Lease, except with regard to rent. Monthly rental thereafter shall be adjusted utilizing the Consumer Price Index as described in Paragraph 3(b).

3. **RENT.**

a. Initial Term. During the Initial Term Lessee shall pay to MCSI the sum of One Thousand Eight Hundred Fifty Dollars (\$1,850.00) per month, in advance on the first day of each month commencing on the Commencement Date at the address designated in Paragraph 25. If the Commencement Date is a day other than the first day of any month, the rent for that month shall be prorated.

b. CPI Adjustment. On the first anniversary of the Commencement Date, and annually thereafter on the same date during the Initial Term or any Extended Term, the rent shall be adjusted by an amount which is the equivalent of the rent for the most recent period, adjusted by the same percentage of increase as the revised Consumer Price Index for All Urban Consumers, Seattle-Tacoma-Bremerton Area, as published by the United States Department of Labor, Bureau of Labor Statistics, the base date being the June preceding the Commencement Date, and the rent adjustment shall then be based on the Index

data available for the month of June preceding the anniversary of the Commencement Date. If the cited Index is discontinued or revised during the Initial Term, or an Extended Term, another governmental index or computation shall be used in order to obtain substantially the same result as would be attained if the Index had not been discontinued or revised. In no event shall the rent for any succeeding year be less than the rent for the preceding year.

c. Extended Terms. Upon the commencement of each Extended Term, and annually thereafter for the duration of the Extended Term, the rent shall be adjusted by reference to the Consumer Price Index as set forth in Subparagraph (b) of this Paragraph, effective as of the anniversary of the Commencement Date.

d. Increased Costs Associated with Lease. To the extent that Lessee's property associated with this Lease shall cause real property taxes or assessments to increase; or to the extent that the costs of any common utilities or services increase as a result of this Lease; or to the extent that the cost of premiums for hazard insurance procured by MCSI with regard to operations on the Property described in Paragraph 1 increase by virtue of risks associated with Lessee's use of the Premises, all such expenses shall be charged pro rata to Lessee, and shall be payable to the extent of one-twelfth (1/12) the annual cost thereof and shall be payable with and as a part of the rent set forth in this Paragraph. Provided, nothing set forth in this Paragraph shall authorize a use or business on the part of Lessee which is inconsistent with the other terms of this Lease or which is otherwise illegal.

e. Late Payment. In the event the rent required to be paid hereunder is not received by MCSI on or before the tenth (10th) day of the month for which rent is due, there shall be imposed and Lessee shall pay an additional sum equal to five percent (5%) of the rent and, in addition, the delinquent rent shall accrue interest at the rate of eighteen percent (18%) per annum, retroactive to the first day of the month for which such rent is due and unpaid. This obligation is in addition to the rights of MCSI as set forth in Paragraph 16 and does not constitute an election of remedies.

4. **NONEXCLUSIVITY.**

The rights of Lessee are not exclusive and are subject to the rights of MCSI and other existing or future tenants of the Property, but as to any future tenants, those rights shall be subject to the terms of this Lease.

5. **ACCESS.**

MCSI grants Lessee and Lessee's designees the right of ingress and egress to the Property and the Premises at all times, to install, inspect, maintain, service, repair, replace, upgrade or to add Communications Equipment and utility services. The route of access over the access easement and Property shall be of sufficient width and configuration to permit Lessee to properly operate its business in accordance with the purpose and use set forth in Paragraph 1, subject to interruptions beyond the control of MCSI.

6. **LIABILITY FOR INJURY OR DAMAGE TO LESSEE OR THIRD PARTY.**

MCSI shall not be liable for any accident or injury to property or persons occurring in or about the Property or Premises which are caused by or arise out of any negligence, breach of contract, or other use of the Premises, on the part of Lessee or its agents, employees or other persons on or about the Property or Premises at the instance of Lessee, and Lessee shall hold MCSI harmless therefrom and defend MCSI against any claim so arising.

7. **LIABILITY FOR CASUALTY DAMAGE TO PROPERTY.**

MCSI shall not be liable for any damage to the equipment or property of Lessee resulting from fire or other casualty in or about the Premises or from any other cause not resulting from the negligent acts or omissions of MCSI, its agents, employees or contractors.

8. **INDEMNIFICATION.**

MCSI and Lessee each agree to indemnify the other against and hold the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise under this Lease as a result of the acts or omissions of the indemnifying party. This indemnity does not apply to any claims

arising from the sole negligence or intentional misconduct of the indemnified party.

9. **LIABILITY INSURANCE.**

Lessee shall, during the term hereof, at its own expense, maintain, keep in effect, and furnish and deliver to MCSI certificates evidencing comprehensive general liability and property liability insurance policies in such form and with an insurer satisfactory to MCSI, insuring both MCSI and Lessee against all liability for damages to persons or property on or about the Property or Premises which may arise by reason of the installation and maintenance of the Communications Equipment and the use of the Premises by Lessee. The liability limits for the insurance shall be not less than One Million Dollars (\$1,000,000.00) for injury to or death to one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property in any one occurrence.

10. **RELEASE OF LIABILITY AND WAIVER OF SUBROGATION.**

MCSI and Lessee each release the other from any and all liability or responsibility to the other or anyone claiming by, through or under them by way of subrogation, for any injury or damage sustained by MCSI, Lessee or any third parties; provided, however, that this provision shall be applicable and in force and effect only with respect to loss, damage or injury occurring during the time insurance policies of MCSI and Lessee contain a clause or endorsement to the effect that any release shall not adversely affect or impair the policies or prejudice the right of the releasing party to recover thereunder. MCSI and Lessee agree that their policies will include that type of clause or endorsement and, further provided, that this provision shall be binding on the waiving party only so long as the other party is in compliance with its obligation to maintain this insurance.

11. **MCSI'S COVENANTS.**

MCSI covenants and agrees to and with Lessee as follows:

a. **Title and Quiet Possession.** MCSI represents, warrants and covenants to Lessee as follows: (1) MCSI is seized with good, marketable and fee

simple title to the Premises and to any areas of the Property containing easements or rights of access as provided for in Paragraph 5; (2) any encumbrances that may exist on the Property or the Premises will not interfere with Lessee's intended use of the Premises; (3) Lessee is possessed of a valid leasehold estate in the Premises and Lessee shall have quiet and peaceful enjoyment of the Premises at all times during this Lease; and (4) MCSI will at all times during the term of this Lease defend title to the Property and Premises against all claims.

b. Maintenance and Repairs. MCSI shall be responsible for proper maintenance of the tower and any other of its improvements on the Property which are used by Lessee for the purpose set forth in this Lease. MCSI covenants that the tower and other improvements will be maintained in good condition and repair.

c. Environmental Laws. MCSI makes the following representations and warranties to Lessee:

i) MCSI has obtained all permits, licenses, or authorizations, if any, which are required under Environmental Laws, as defined below, with respect to the Property, including the Premises, and to the best of its knowledge, is in compliance in all material respects with same.

ii) MCSI is not aware of, and has not received notice of, the presence of Hazardous Substances on the Property, including the Premises.

iii) There is not pending or threatened against MCSI (and MCSI knows of no circumstances that might give rise to) any civil, criminal or administrative action, or claim relating in any way to Environmental Laws with respect to the Property.

As used herein the following terms shall have the following meanings: "Environmental Laws" shall mean all federal, state and local laws relating to pollution or protection of the environment. "Hazardous Substances" shall mean any pollutant, contaminant, hazardous or dangerous waste, substance or material regulated or controlled pursuant to any Environmental Law.

d. Marking and Lighting Requirements. MCSI, with regard to MCSI's towers, buildings and other improvements, shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). MCSI shall indemnify and hold Lessee harmless from any fines or other liabilities caused by MCSI's failure to comply with these requirements.

12. **LESSEE'S COVENANTS.**

Lessee covenants and agrees to and with MCSI as follows:

a. Limited Purpose. Not to engage in any business on the Premises, except as set forth in Paragraph 1;

b. Nuisance/Legal Compliance. To make no unlawful, improper or offensive use of the Property or Premises, or any part thereof, and to comply with all the laws, rules and regulations of federal, state, county, city or other governmental subdivision which may have rules, regulations, ordinances, statutes or laws pertaining to the conduct of Lessee 's business;

c. Waste. Not to commit or suffer any waste upon the Property or Premises;

d. Avoidance of Mechanic's or Materialman's Liens. Not to permit any liens authorized by Chapter 60.04 RCW to attach to the Property or Premises; and

e. Termination. At the end of the last Term or upon any sooner termination of this Lease, to quit and deliver up the Premises to MCSI peaceably and quietly, and in as good order and condition, excepting reasonable use and wear thereof, as the same now are or may hereafter be put into during any Term.

13. **INTERFERENCE BY LESSEE.**

All expense of correcting pattern distortions, intermodulation and other interference to existing tenants caused by installation or use of the Communications Equipment shall be the obligation and at the expense of Lessee. In the event of any interference, the following conditions shall apply:

a. Incidental Interference. As used herein, "Incidental Interference"

refers to interference with the signal of another existing lessee or lessees of MCSI which affects the quality of a signal, without significantly disrupting that lessee's operations. In the event that MCSI determines that Lessee's equipment or use of the Communications Equipment is the cause or likely cause of interference, Lessee shall have a period of thirty (30) days of MCSI's transmittal of written notice to Lessee, as provided in Paragraph 25, to correct the interference.

b. Substantial Interference. As used herein, "Substantial Interference" means interference that interrupts the signal of another of MCSI's existing lessees to an extent that the lessee's signal is not received or is so distorted as to be incomprehensible. In the event MCSI determines that Lessee's equipment or the use of the Communications Equipment is a cause or likely cause of the interference, then Lessee shall, within three (3) days after MCSI's transmittal of written notification to Lessee correct the interference. Irrespective of Paragraph 25 ("Notice"), MCSI may notify Lessee of an event of Substantial Interference by any means best suited to the urgency of the problem, including telephonic or facsimile notice which shall be directed to Lessee at the address or location set forth in Paragraph 25, or to any agent designated by Lessee as the recipient of the notice.

c. Cooperation. Lessee agrees to cooperate with MCSI and other lessees of MCSI to correct either Incidental or Substantial Interference, including the determination of any other factors which might have caused or contributed to the interference. In the event that another lessee of MCSI may have contributed to the interference, MCSI shall insist upon correction of factors contributing to the interference on the part of any other lessee.

d. Termination of Operations. If any pattern distortions, intermodulation or other signal interference cannot be corrected within the period of time set forth above, pertinent to the degree of interference, then Lessee shall terminate its operation until corrections are made. Lessee further agrees to hold MCSI harmless from any claim made by any other lessees or third persons affected or damaged by pattern distortions, intermodulation or other signal

interference caused by Lessee.

14. **INTERFERENCE WITH LESSEE.**

Lessee shall be protected from pattern distortions, intermodulation and other interference caused by lessees and other users of any of MCSI's towers whose original leasehold arises subsequent to that of Lessee, in the manner and as required of Lessee in the preceding Paragraph 13, except with regard to leases with governmental agencies which have terms inconsistent with Paragraph 13 or with reference to which law or regulations otherwise require. Provided, however, that Lessee shall be responsible for keeping its equipment to good, current engineering standards. MCSI makes no guarantees against pattern distortion, intermodulation or any other interference by prior existing lessees. Although it is understood that MCSI shall not be responsible for any interference to Lessee from existing equipment located on the Property, MCSI will cooperate in the solution of the problems, to the extent reasonable, but no expenses necessary to resolve the interference shall be borne by MCSI.

15. **DEFAULT AND REMEDIES UPON DEFAULT - IN GENERAL.**

If Lessee shall fail to keep and observe any of the covenants, terms and conditions of this Lease, except with regard to default in payment of rent as provided in Paragraph 16 and except as provided in Paragraph 14 with regard to interference by Lessee, then MCSI may, at any time after giving Lessee thirty (30) days' written notice specifying any default and referring to the part of this Lease relied on by MCSI, and if Lessee does not proceed with reasonable diligence and in good faith to cure any default specified in the notice, then MCSI may enter into or upon the Premises or any part thereof, repossess the Premises, and expel Lessee and those claiming under it, and remove its or their property and effects, without being deemed to have committed a trespass, and without prejudice to any other remedies which might otherwise be available at law or in equity for collection of arrears of rent, or other proceeding for breach of covenant or agreement. The exercise of any remedy by MCSI shall not constitute a termination of this Lease or Lessee's obligation hereunder.

16. **REMEDIES UPON DEFAULT OF RENT.**

In the event of any failure by Lessee to pay the rent in full and strictly in accordance with and at the time required by this Lease, at the option of MCSI by notice, given in the manner required by Paragraph 25, this Lease and all of Lessee's rights thereunder may be forfeited and MCSI may retake possession of the Premises, subject to the rights of bona fide third party encumbrancers, making the property of Lessee available to it after a reasonable time, provided all rental to the end of the current Term of this Lease has been paid in full and all other obligations of Lessee to MCSI are satisfied. The exercise of any remedy by MCSI shall not constitute an election of remedies. MCSI shall have any and all other rights or remedies as may be provided at law or in equity, except as may be inconsistent with this Lease.

17. **UTILITIES.**

Lessee shall be responsible for the expense of installation and payment of all charges related to utilities or other services required by its use of the Premises.

18. **ASSIGNMENT.**

Lessee may assign its leasehold in the Premises, without notice to or the prior consent of MCSI, to any entity controlling, controlled by or under common control with Lessee (so long as the assignee is fully operational, properly staffed and has assets, equity and liquidity appropriate to the lease purpose), or to any entity that acquires substantially all of the assets of Lessee, provided that, in all instances the assignee assumes all of Lessee's obligations under this Lease. As to any other assignee, the consent of MCSI shall be required, but shall not be unreasonably withheld, conditioned or delayed. Except as provided in this Paragraph, should MCSI determine that any proposed assignee is not creditworthy or is not sufficiently experienced in the conduct of the business operated under this Lease, the refusal of MCSI to consent to the assignment shall not be deemed unreasonable. In any event, assignment of Lessee's interest hereunder shall not relieve Lessee of any obligations set forth in this Lease.

19. **DESTRUCTION AND RECONSTRUCTION.**

In the event the Premises and any improvements thereon are destroyed or damaged to an extent so as to render the Premises untenable, or practically so, in the sole judgment of MCSI, then MCSI may, at its option, cancel this Lease after giving Lessee sixty (60) days' written notice after the date of destruction or damage of MCSI's intent to cancel this Lease. Whether the Premises are wholly untenable or not, MCSI may promptly proceed to rebuild and restore the Premises and improvements. In that event, MCSI shall, in writing, notify Lessee of its intention to do so within sixty (60) days after the destruction or damage, either partial or whole, and during the period of rebuilding and restoration the rent shall be abated in such proportion as Lessee 's use of the Premises is diminished. In the event of the election of MCSI to terminate this Lease, all rights and liabilities with respect to the unexpired portion of the Term shall cease and any unearned rent shall be refunded to Lessee. Thereupon the rights, duties and obligations of the parties as otherwise set forth herein with regard to termination shall be in effect.

20. **EMINENT DOMAIN.**

In the event the Property or the Premises or a significant portion of the Property or the Premises is subject to a taking by a public entity or agency under the law of eminent domain, or a sale thereof under threat of public taking, such that substantial interference with the purpose of this Lease results, this Lease shall terminate upon the date of transfer of possession to the public entity or agency. In that event, MCSI and Lessee shall each be entitled to receive and retain separate awards or portions of lump sum awards as may be allocated to their respective interests in the Property or Premises.

21. **IMPROVEMENTS BY LESSEE.**

Except as otherwise agreed by prior or contemporaneous written agreement, Lessee shall not be entitled to any compensation from MCSI for any improvements made by it to the Property or Premises.

22. **FIXTURES/COMMUNICATIONS EQUIPMENT.**

Notwithstanding any contrary provision of law, MCSI agrees that the

Communications Equipment placed on the Premises by Lessee shall remain the exclusive personal property of Lessee, shall not be considered to be affixed to the Property and shall be removed by Lessee as provided herein. Upon removal by Lessee of any of its fixtures or other property, Lessee shall restore the Premises to the condition appertaining prior to the installation or placement of those fixtures or other property, ordinary wear and tear excepted.

23. **CONSENTS AND APPROVALS.**

Lessee shall apply for all governmental approvals and other permits and authorizations which are required for the construction, installation and operation of the Communications Equipment and Lessee's business. MCSI agrees to cooperate with Lessee in all respects in connection with those efforts. All applications shall be made by Lessee at the sole cost and expense of Lessee, and Lessee agrees to indemnify and hold MCSI harmless from any cost, obligation or liability arising therefrom. MCSI may refuse to cooperate if MCSI deems that its cooperation is inconsistent with this Lease or other rights reserved to MCSI and any of its tenants, or the character of anticipated tenants.

24. **SIGNS.**

Lessee shall not place any signs upon the Premises without the prior approval of MCSI, but consent shall not be unreasonably withheld, conditioned or delayed.

25. **NOTICES.**

Except as provided in Paragraph 13, all notices must be in writing and shall be delivered by hand, by national overnight express delivery service, by U.S. registered or certified mail, return receipt requested, postage prepaid, or by email (if provided) to the addresses set forth below:

LESSEE:

Whatcom County Sheriff's Office
c/o Communications Manager
Division of Emergency Management
311 Grand Ave
Public Safety Building
Bellingham, WA 98225
wcsodem@co.whatcom.wa.us

MCSI:

Mt. Constitution Sites, Inc.
1050 Larrabee Ave.
Bellingham, WA 98225
Attn: Rob Coulthurst
rob@targetmkt.net

Any notice or other communication mailed as provided above shall be deemed effectively given: (a) on the date of delivery, if delivered by hand; (b) on the date mailed, if sent by overnight express delivery, U.S. mail; or (c) upon transmittal of email.

26. **IMPLEMENTATION.**

The parties agree to cooperate with each other in executing any and all documents necessary or appropriate in order to implement this Lease or the uses and purposes enumerated.

27. **JURISDICTION AND VENUE.**

Jurisdiction of any action brought under this Lease shall be in the Superior Court in the State of Washington and the procedural and substantive law of the State of Washington shall apply to any action. The venue of any action shall be San Juan County, Washington.

28. **ATTORNEYS FEES AND COURT COSTS.**

In the event either party is required to engage an attorney to enforce or interpret its rights under this Lease, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.

29. **BINDING EFFECT.**

This Lease shall be binding on the parties' successors, provided that this paragraph shall not be construed to negate any restrictions on assignment otherwise set forth herein.

30. **INTEGRATION.**

This Lease and any attached exhibits constitute the entirety of the Lease

Agreement between the parties. No prior written agreement or communication or any oral representations shall be binding, except to the extent this Lease (in substantially similar form) is appended and incorporated as part of such written agreement. This Lease shall not be amended except in writing and signed by authorized representatives of both parties.

31. **COUNTERPARTS.**

This Lease may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one instrument.

32. **TIME OF THE ESSENCE.**

Time is of the essence of this Lease.

33. **AUTHORITY.**

Each party represents to the other that it has full right and authority to enter into this Lease, and that the individual signing on behalf of each party is authorized to bind the entity for which he or she signs this Lease.

WHATCOM COUNTY:

Recommended for Approval:



Bill Efo, Sheriff

03-15-21

Date

Approved as to form:

Brandon Waldron, via email

Prosecuting Attorney

02/17/2021

Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2021, 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 _____

IN WITNESS WHEREOF, the parties hereto have caused the lease to be signed by the respective person or duly authorized officer on the date and year set forth above.

MT. CONSTITUTION SITES, INC.

By: 
Rob Coulthurst, Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 11th day of march, 2021, before me personally appeared Rob Coulthurst, to me known to be the Vice-President of **Mt. Constitution Sites, Inc.**, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed thereto to the corporate seal of said corporation.

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



Kristin Wilmes
Notary Public in and for the State of Washington

Print name: Kristin Wilmes

My commission expires: 3-27-2024



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-158

File ID:	AB2021-158	Version:	1	Status:	Agenda Ready
File Created:	03/08/2021	Entered by:	SKorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		
Assigned to:	Council Public Works & Health Committee	Final Action:			
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Report from Whatcom County Public Works Department

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works Director Jon Hutchings will give his quarterly report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-161

File ID:	AB2021-161	Version:	1	Status:	Agenda Ready
File Created:	03/09/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Planning and Development Committee			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion regarding request received from the Planning Commission for Council to establish a citizen advisory group to review local government public participation issues and recommend improvements

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Suggested items for committee for the group to review:

Effectiveness of traditional methods of “notice” in light of the changing ways individual’s access news and information.

Needs and opportunities for public education on the issues addressed by local government so that citizens can be more effective in their participation.

The use of remote meeting technologies to increase ease of participation beyond the current public health crisis.

The mechanics of navigating and accessing policy and legislation on the county website.

The public comment process and accessibility.

HISTORY OF LEGISLATIVE FILE

Date:

Acting Body:

Action:

Sent To:

Attachments: Ways to search legislation

Instructions for Searching Legislation (Ordinances and Resolutions)

1979-present Ordinance and Resolutions are stored in Laserfiche, a web-based application. 2019-present Ordinances and Resolutions are stored in Laserfiche and are also available in the Legislative Information Center

How to search

1. Any County web page
 - a. Click on the “How do I” drop-down menu on the toolbar and under “Search” there are links to either Ordinances or Resolutions. The links take you to Laserfiche.
 - b. Click on the “Your Government” drop-down menu on the toolbar and under “Legislation” choose Ordinances or Resolutions. The links take you to Laserfiche.
2. Main County home page
 - a. Type in “Ordinance” or “Resolution” into the search toolbar
 - i. Pulls up search results which is a link: Search Legislations and Minutes 1979-Present (links to Laserfiche)
3. Council home page
 - a. Click on either Ordinances or Resolutions in the left-side page menu. This takes you to Laserfiche
 - b. Click on Legislative Information Center in the left-side page menu then see directions below:

FOR ALL ORDINANCES AND RESOLUTIONS 1979-PRESENT:

- i. Click on the tab titled “Legislation and Minutes 1979-present” then chose the Ordinance link or the Resolution link. These take you to Laserfiche
- ii. Click on the tab titled “Meetings prior to 2019”
 1. Click on the Ordinances and Resolutions tab
 2. Choose the Laserfiche link which then lets you choose to search either Ordinances or Resolutions 1979-present

ONLY FOR ORDINANCES AND RESOLUTIONS 2019-PRESENT:

- iii. For Ord/Res 2019 to present, click on the tab titled “Search Files” in the Legislative Information Center. This searches the Legislative Information Center only and only 2019 to present.
 1. To see a list of Ordinances or Resolutions enacted in a certain year, type in at least “Ord” or “Res” in the search field and filter by year and “All types.” Click on the Search Files button below the search field and results will be listed
 2. To find a particular Ordinance or Resolution, enter the enactment number (Ord 2019-045) with the filters “All Years” and “All types.”

More advanced search options

The Council Office staff has access to the Laserfiche desktop application. This contains the same information as the web-based public search tool but it offers some more advanced searching options. Council staff also has the ability to help with finding archived documents related to Ordinances and Resolutions by determining where the documents are stored and how they can be accessed.



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:	03/23/2021			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	

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
02/09/2021	Council Committee of the Whole	DISCUSSED
02/23/2021	Council Committee of the Whole	DISCUSSED
03/09/2021	Council Committee of the Whole	DISCUSSED

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-181

File ID:	AB2021-181	Version:	1	Status:	Agenda Ready
File Created:	03/15/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion of letter from Incarceration Prevention and Reduction Task Force to State legislators on funding of Crisis Stabilization Center and establishing the Center as a State pilot program for diversion

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

On March 15, the Incarceration Prevention and Reduction Task Force approved drafting a letter of support from the Task Force to State legislators regarding establishing the Crisis Stabilization Center as a state pilot program for diversion from arrest and incarceration, and to request \$200,000 per year in operational funding.

Health Dept. Human Services Manager Anne Deacon is currently working with State legislators on a request for funding and pilot program designation. Ms. Deacon asked that this letter of support from the IPRTF be prepared and ready to send only in the event that it becomes necessary to demonstrate local support for the request.

Per WCC 2.46.030, the IPRTF makes “recommendations to the county council, executive, and other appropriate officials.” This agenda item is to notify the County Council and Executive of the IPRTF recommendation to send a letter of support.

HISTORY OF LEGISLATIVE FILE

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



Whatcom County Incarceration Prevention and Reduction Task Force

March 16, 2021

Washington State Legislature
(recipients TBD)

RE: Budget proviso for Whatcom County Crisis Stabilization Center

Please accept this letter of support for partial operational funding of the Whatcom County Crisis Stabilization Center and dedication as a Pilot Program. The Legislature allocated funding to support the capital construction of this 32-bed behavioral health facility, which was paired with local funds to complete the building. Services provided include substance withdrawal management and mental health stabilization.

Pilot Program: Whatcom County has prioritized the diversion of people from the criminal justice system to treatment when appropriate. Whatcom County intends to utilize a "Triage with Involuntary Placement" model of treatment per RCW 10.31.110. This allows a Peace Officer to place an involuntary hold on a person placed at the Crisis Stabilization Center for up to 12 hours to allow for evaluation and treatment by a Mental Health Professional. Subsequent on-site treatment and connection to ongoing services and supports will promote longer-term stability and well-being for the individuals receiving services.

This model is rarely utilized in Washington State due to low reimbursement rates, yet provides an excellent opportunity to offer the most appropriate and effective responses and care to people who are better served with treatment as opposed to arrest and incarceration. The minimal request for operational funding will help ensure no one is turned away from the program because of an inability to pay for services.

As a Pilot Program, the Crisis Stabilization Center will collect and report data to demonstrate that diverting from arrest, incarceration, as well as the Emergency Department will reduce the frequency of costly encounters with the criminal justice and healthcare systems. Hopefully, the successes of this Center will encourage the addition of these programs in other parts of the state.

Respectfully,

Stephen Gokley
Task Force Co-Chair

Jack Hovenier
Task Force Co-Chair

c: Whatcom County Council
Whatcom County Executive



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-182

File ID:	AB2021-182	Version:	2	Status:	Agenda Ready
File Created:	03/15/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole				Final Action:
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion regarding impacts of the Blake decision

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding impacts of the Blake decision

HISTORY OF LEGISLATIVE FILE

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



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2021-023

File ID:	MIN2021-023	Version:	1	Status:	Agenda Ready
File Created:	03/11/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole Executive Session for March 9, 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 Exec Mar 9 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 11 A.M. (TO
PARTICIPATE, SEE INSTRUCTIONS AT
www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010)
Tuesday, March 9, 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 10:32 a.m. in a virtual meeting.

Roll Call

Present: 6 - Rud Browne, Barry Buchanan, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: 1 - Tyler Byrd

Committee Discussion

Attorney Present: Karen Frakes and Royce Buckingham.

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 11 a.m. If the meeting extends beyond the stated conclusion time, Council staff will make a public announcement.

Browne moved to go into executive session until no later than 11 a.m. to discuss the agenda items pursuant to the RCW citation as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Elenbaas, Frazey and Kershner

Nay: 0

Out of the Meeting: 1 - Elenbaas

Absent: 1 - Byrd

At 11:10 a.m., Council staff announced that the executive session would extend to no later than 11:20 a.m.

1. [AB2021-151](#) Discussion of possible adoption of an emergency moratorium regarding the acceptance and processing of applications and permits for new or expanded recreational cannabis growing and/or processing facilities [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 11:17 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: MIN2021-024

File ID:	MIN2021-024	Version:	1	Status:	Agenda Ready
File Created:	03/12/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for March 9, 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 Mar 9 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 5 P.M. (TO
PARTICIPATE, SEE INSTRUCTIONS AT
www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010)
Tuesday, March 9, 2021**

2 PM

Virtual Meeting

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 2:01 p.m. in a virtual meeting.

Roll Call

Present: 6 - Rud Browne, Barry Buchanan, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: 1 - Tyler Byrd

Committee Discussion

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

Erika Lautenbach, Health Department Director updated the Councilmembers on the following

- March 10, 2021 marks one year since the first case of COVID-19 was discovered in Whatcom County
- The COVID-19 vaccine status, including a recent pilot for a large-scale testing site held at Bellingham Technical College, additional pipelines for vaccine supply besides the allocation that comes from the State and a more stable supply coming soon from the State
- A work group on which she has been serving and which is working with the State on what phase three and beyond might look like for the Roadmap to Recovery re-opening plan
- A subgroup of the Public Health Advisory Board (PHAB) formed to look at what role the PHAB can play and how they can engage in a community effort toward a broader pandemic recovery

She answered questions about volunteers at the large scale testing site, whether there can be a coordinated response with fellow jurisdictions in allocating and sharing vaccine supply, how long it will take to get all adults vaccinated in Whatcom County, when the supply of vaccine will be more consistent and whether the PHAB will be working with the regional economic partnership on economic impact issues.

This agenda item was DISCUSSED.

2. [AB2021-149](#) Discussion of the Planning Commission request to adopt an emergency moratorium on the acceptance of applications for outdoor cannabis growing and processing operations

Buchanan moved to allow a 15-minute public comment period. The motion

was seconded by Donovan.

The motion carried by the following vote:

Aye: 5 - Buchanan, Frazey, Kershner, Browne and Donovan

Nay: 1 - Elenbaas

Absent: 1 - Byrd

The following people provided information to the Councilmembers and answered questions:

- Mark Personius, Planning and Development Services Department Director, read the motion and recommendation to the Council from the Planning Commission.
- Karen Frakes, Prosecuting Attorney's Office, asked Councilmembers to read an email that she sent them.

Buchanan opened the meeting for public comment and the following people spoke:

- Mark Ambler
- Joshua Rutherford
- Todd Baker

Buchanan closed the public comment period.

Councilmembers and staff discussed State and County authority and regulations regarding the issue, whether a moratorium should be considered, and inviting the industry to get together and come up with a proposal of how they are going to police themselves.

Browne moved that they invite the industry (list of permitted applicants) to form their own committee and come back in 90 days with a proposal for how they are going to deal with ongoing citizen complaints. The motion failed for lack of a second.

Councilmembers and staff continued to discuss the item, how to move forward and whether it should be proposed as an emergency moratorium.

This agenda item was DISCUSSED.

3. [AB2021-153](#) Discussion of previously proposed no-shooting zones in the Drayton Harbor area
- Browne updated the Councilmembers on his discussions with tribal members and the City of Blaine.

Michael Jones, Blaine City Manager, briefed the Councilmembers and gave the status and history of the item proposed by the City of Blaine.

Donovan moved that they request the Administration to bring forward a revised version of this for introduction.

Dana Brown-Davis, Clerk of the Council, stated the ordinances originate from the Council Office and not the Administration and stated there are two no-shooting zone items to consider (“Dearborn” and “Drayton”).

Browne moved to bring forward an ordinance for the City of Blaine (“Drayton”) proposal for introduction. The motion was seconded by Frazey.

Councilmembers discussed the motion.

Bonnie Onyon, City of Blaine Mayor, spoke about the proposal by the City of Blaine.

The motion carried by the following vote:

Aye: 4 - Donovan, Frazey, Browne and Buchanan

Nay: 1 - Elenbaas

Abstain: Kershner

Absent: Byrd

Browne moved to bring forward an ordinance for the Dearborn proposal for introduction. The motion was seconded by Donovan.

Dana Brown-Davis, Clerk of the Council, stated they will be separate ordinances.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 4 - Donovan, Frazey, Browne and Buchanan

Nay: 1 - Elenbaas

Abstain: 1 - Kershner

Absent: 1 - Byrd

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

4. [AB2021-150](#) Discussion regarding a redistribution of staff responsibilities for processing road vacation and franchise applications

Cathy Halka, Council Legislative Analyst, briefed the Councilmembers and

answered a question about how the workload would change for the Public Works Department and how the Public Works has responded to the proposal.

Jon Hutchings, Public Works Department Director, stated they have figured out a process that should reduce the workload for everybody involved.

Kershner moved to request Council consider a motion of support for adjusting staff responsibilities between Council Office staff and Public Works Staff for processing Franchise applications and Road Vacation petitions. The motion was seconded by Donovan.

The motion carried by the following vote:

Aye: 6 - Elenbaas, Frazey, Kershner, Browne, Buchanan and Donovan

Nay: 0

Absent: 1 - Byrd

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

5. [AB2021-154](#) Discussion of proposed ordinance amending Whatcom County Code 3.08 Purchasing System to include nondiscrimination by county contractors

Frazey briefed the Councilmembers.

Karen Frakes, Prosecuting Attorney's Office, spoke about preparing contracts and nondiscrimination language. She and Councilmembers discussed the proposed added language in the substitute ordinance, Exhibit A.

Browne suggested that it be amended to read:

or deny an individual or business any service or benefits under this Agreement unless otherwise allowed specified by applicable law;

Kershner suggested an amendment to line 28 of Exhibit A of the Substitute ordinance to use the word "ensure" instead of "insure."

28 the Contractor shall take affirmative action to ~~insure~~ ensure that applicants are

Elenbaas moved to amend to add the words "political affiliation" to the list in the first the whereas statement of the ordinance and anywhere the list appears in Exhibit A:

WHEREAS, Whatcom County residents value all people without

regard to race, color, creed, religion, national origin, sex, sexual orientation, gender identity or expression, age, marital status, neurodiversity, disability, political affiliation, or veteran status; and

The motion was seconded by Kershner.

Councilmembers and Frakes discussed the motion.

Kershner suggested a friendly amendment to the motion to expand the phrase to “political affiliation or diversity of thought.”

Elenbaas accepted the friendly amendment.

Councilmembers discussed the motion with Frakes, whether the amendment should just be in the ordinance or also in the exhibit and whether the word "creed" in the list already covers the intent.

Elenbaas reinstated his original motion and amended it to amend the proposed substitute ordinance to add to the list the words "political affiliation" after the word “disability” in first the whereas statement of the ordinance and in Exhibit A Chapter 3.08.125 Section A, Subsection 1 (line 24).

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 4 - Kershner, Browne, Buchanan and Elenbaas

Nay: 1 - Frazey

Abstain: 1 - Donovan

Absent: 1 - Byrd

Donovan moved to recommend the substitute ordinance for introduction as amended. The motion was seconded by Elenbaas.

The motion carried by the following vote:

Aye: 6 - Kershner, Browne, Buchanan, Donovan, Elenbaas and Frazey

Nay: 0

Abstain:

Absent: 1 - Byrd

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

Items Added by Revision

There were no agenda items added by revision.

Other Business

The following people briefed the Councilmembers on affordable housing and House Bill (HB) 1590.

- Satpal Sidhu, County Executive
- Anne Deacon, Health Department

Buchanan moved to recommend a proposed ordinance from the Administration regarding HB 1590 (Housing and Related Services) for introduction tonight. The motion was seconded by Donovan.

The speakers discussed the motion with Councilmembers and answered questions.

The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

Adjournment

The meeting adjourned at 4:32 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: MIN2021-025

File ID:	MIN2021-025	Version:	1	Status:	Agenda Ready
File Created:	03/12/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for March 9, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Council Mar 9 2021

Whatcom County Council

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



Minutes - Draft Minutes

**VIRTUAL MEETING (TO PARTICIPATE, SEE INSTRUCTIONS AT
www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010); AGENDA**

REVISED 3.9.2021

Tuesday, March 9, 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 6:01 p.m. in a virtual meeting.

ROLL CALL

Present: 6 - Rud Browne, Barry Buchanan, Todd Donovan, Ben Elenbaas, Carol Frazey, and Kathy Kershner

Absent: 1 - Tyler Byrd

FLAG SALUTE

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, read a report recognizing the one-year anniversary tomorrow of the first COVID-19 case in Whatcom County and the county's response to the pandemic.

MINUTES CONSENT

Donovan moved to accept the minutes consent items. The motion was seconded by Browne (see votes on individual items below).

1. [MIN2021-014](#) Water Work Session for February 16, 2021

Donovan moved and Browne seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

2. [MIN2021-018](#) Special Council - Joint meeting with the City of Bellingham for January 11, 2021

Donovan moved and Browne seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

3. [MIN2021-019](#) Special Council for February 16, 2021

Donovan moved and Browne seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

4. [MIN2021-020](#) Committee of the Whole Executive Session for February 23, 2021

Donovan moved and Browne seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

5. [MIN2021-021](#) Committee of the Whole for February 23, 2021

Donovan moved and Browne seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

6. [MIN2021-022](#) Regular County Council for February 23, 2021

Donovan moved and Browne seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

PUBLIC HEARINGS

1. [AB2021-115](#) Ordinance regarding temporary installation of stop signs on Marshall Hill Road

Jim Karcher, Public Works Department, stated he was available for questions.

Council staff played a short instructional video about how people can speak at the meeting.

Buchanan opened the Public Hearing and, hearing no one, closed the Public

Hearing.

Clerk's note: Wendy Harris briefly spoke to state she did not sign up to speak on this item but would probably speak at open session.

Donovan moved and Frazey seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

Enactment No: ORD 2021-009

OPEN SESSION (20 MINUTES)

The following people spoke:

- Rainbow Medicine Walker
- Wendy Harris
- Michael Lilliquist
- Joshua Rutherford
- Todd Baker
- Misty Flowers
- Louis Burrell
- Melissa Gregg/Wisener
- Mark Ambler
- Eliza Steele
- Markis Dee Stidham
- Rosemary VanBeek
- Doug (Yoshe) Revelle
- Lindy McDonough
- Natalie Chavez
- Susan Windnagel

Hearing no one else, Buchanan closed the Open Session.

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

Browne reported for the Finance and Administrative Services Committee and acknowledged the work of the Finance team and county staff who contributed to the County being in a good financial position.

Brad Bennett, Administrative Services Department, stated the Finance and other department staff rose to the challenge during the COVID-19 pandemic crisis.

Browne also acknowledged the contribution and leadership of Executive Sidhu and Deputy Executive Tyler Schroeder.

Satpal Sidhu, County Executive, responded to Browne's comments.

1. [AB2021-131](#) Request authorization for the County Executive to enter into a memorandum of understanding between Whatcom County and the Port of Bellingham for use of the Fairhaven All Hazards Alert Broadcast warning siren in the amount of \$0.00

Browne reported for the Finance and Administrative Services Committee and moved that the Memorandum of Agreement be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

2. [AB2021-136](#) Resolution supporting the formation of a Tourism Promotion Area (TPA) by agreement between Whatcom County and the City of Bellingham

Browne reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

Enactment No: RES 2021-008

3. [AB2021-137](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Bellingham for the joint establishment of a Tourism Promotion Area

Browne reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

4. [AB2021-138](#) Request authorization for the County Executive to enter into a contract for laboratory services between Whatcom County Flood Control Zone District and Exact Scientific Services in an amount not to exceed \$90,000 (Council Acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Browne reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

5. [AB2021-139](#) Request authorization for the County Executive to enter into Cooperation Agreement between US Army Corps of Engineers and Flood Control Zone District for the Lynden Levee Rehabilitation (NSK-03-18) under an 80/20 cost share with FCZDBS providing \$210,600 (Council Acting as the Flood Control Zone District Board of Supervisors)

Browne reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

6. [AB2021-142](#) Request authorization for the County Executive to enter into a Local Agency Agreement & Project Prospectus between Whatcom County and Washington State Department of Transportation for South Pass Road 2020 Flood Damage Repairs, in the amount of \$72,000.00

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

(From Council Public Works and Health Committee)

7. [AB2021-141](#) Resolution granting a quit claim deed/partial release of easement rights to the City of Bellingham

Frazey reported for the Public Works and Health Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

Enactment No: RES 2021-009

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2021-140](#) Request confirmation of the County Executive's appointments of Ashley Thomasson, Deanna Wildermuth and Dean Fearing to the Housing Advisory Committee

Donovan moved and Frazey seconded that the Executive Appointment be CONFIRMED.

Councilmembers asked if any of the appointees were present but they were not.

Donovan's motion that the Executive Appointment be CONFIRMED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

2. [AB2021-143](#) Request confirmation of the County Executive's appointment of Alan Friedlob to the North Sound Behavioral Health Administrative Services Organization

Frazey moved and Donovan seconded that the Executive Appointment be CONFIRMED.

Councilmembers asked if the appointee was present but he was not.

Frazey's motion that the Executive Appointment be CONFIRMED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

3. [AB2021-144](#) Request confirmation of the County Executive's appointment of Jennifer Lautenbach

to the Northwest Senior Services Board

Donovan moved and Frazey seconded that the Executive Appointment be CONFIRMED.

Councilmembers asked if the appointee was present but she was not. They discussed the appointment.

Donovan's motion that the Executive Appointment be CONFIRMED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

ITEMS ADDED BY REVISION

1. [AB2021-164](#) Ordinance imposing an additional sales and use tax of one-tenth of one percent for housing and related services as authorized by RCW 82.14.530 adding a new chapter 3.47 to the Whatcom County Code

Donovan moved and Buchanan seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING.

Councilmembers discussed the motion and whether it should be on a ballot.

Donovan's motion that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 1 - Elenbaas

Absent: 1 - Byrd

Abstain: 1 - Kershner

INTRODUCTION ITEMS

Frazey requested that they consider Introduction item two separately.

Frazey moved and Donovan seconded to consider Introduction item two separately.

Councilmembers discussed whether a motion was needed.

Frazey withdrew her motion.

Donovan moved to Introduce agenda items 1, 3, 4, 5 and 6. The motion was

seconded by Frazey. Councilmembers voted (see motion and votes on individual items below)

1. [AB2021-145](#) Ordinance amending the project budget for Academy Road Stormwater Improvements Fund, request no. 2

**Donovan moved and Frazey seconded that the Ordinance be INTRODUCED.
The motion carried by the following vote:**

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

2. [AB2021-148](#) Ordinance amending Whatcom County Code 3.08 Purchasing System to include nondiscrimination by county contractors

This item was voted on separately. See motion and vote below.

3. [AB2021-134](#) Ordinance amending Whatcom County Code Section 1.14, Electoral Precincts, for changes in certain voting precinct boundaries in Whatcom County

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: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

4. [AB2021-135](#) Ordinance regarding temporary installation of stop signs on Noon Road at Ten Mile Road and East Hemmi Road at Noon Road

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: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

5. [AB2021-146](#) Ordinance amending the 2021 Whatcom County Budget, request no. 4, in the amount of \$3,397,903

**Donovan moved and Frazey seconded that the Ordinance be INTRODUCED.
The motion carried by the following vote:**

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

6. [AB2021-147](#) Ordinance establishing a fare capital surcharge for the Lummi Island Ferry System

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: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

2. [AB2021-148](#) Ordinance amending Whatcom County Code 3.08 Purchasing System to include nondiscrimination by county contractors

Frazey moved to amend Exhibit A Chapter 3.08.125 Section A, Subsection 1 (line 28) as follows:

28 the Contractor shall take affirmative action to ~~insure~~ensure that applicants are

The motion was seconded by Kershner.

Councilmembers discussed the motion.

The motion to amend carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Kershner and Browne

Nay: 0

Absent: 1 - Byrd

Donovan moved and Elenbaas seconded that the SUBSTITUTE Ordinance be INTRODUCED AS AMENDED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports and updates on recent activities and upcoming events.

They discussed the Planning Commission request to adopt an emergency moratorium on the acceptance of applications for outdoor cannabis growing

and processing operations (AB2021-149).

ADJOURN

The meeting adjourned at 7:39 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: MIN2021-026

File ID:	MIN2021-026	Version:	1	Status:	Agenda Ready
File Created:	03/16/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Water Work Session for March 16, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Water Work Session Mar 16 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, March 16, 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 10:31 a.m. in a virtual meeting.

Roll Call

Present: 6 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas and Carol Frazey

Absent: 1 - Kathy Kershner

Water Resources Update

Gary Stoyka, Public Works Department, updated the Councilmembers on the following and answered questions:

- Recent adjudication and settlement activities, including starting a collaborative process to discuss comprehensive water issues and tracking the \$250,000 that the Governor put in the budget to fund collaboration and technical work
- Regional water supply work headed by the Public Utility District (PUD) which includes a data analysis and a draft of water supply options for the three sub basins
- A working group (including the Department of Ecology) formed for Drainage Based Management work in the top three pilot basins and to identify data gaps and next steps
- Continuation of the peer review of the groundwater model with work on schedule to be completed by late spring
- Water use efficiency work done by the Conservation District, including setting up the domestic use efficiency program and an agricultural water use efficiency plan
- Recent and upcoming topics to be covered at the Watershed Management Board and WRIA1 Planning Unit meetings including adding a hatchery strategy to the watershed management plan, the adjudication process, discussion of our existing stream gauging network, an overview of instream flow setting, a presentation of the 2021 salmon forecast and continual discussion of potential updates to the 2005 Watershed Management Plan
- A 2020 progress report for Lake Whatcom to be presented at the Joint Councils and Commission meeting scheduled for March 31, 2021

Academy Road Stormwater Treatment System Upgrade Discussion

Kraig Olason, Public Works Department, gave a presentation and answered

when the current project was completed, the allocated funding, how much phosphorus the system removed, how the cost of this system compares to similar stormwater projects on the lake, how to estimate the cost of stormwater treatment per 100 acres of development, how many acres the facility serves, whether the filter to be put in is proven to handle the amount of water and sediment that will go through it and whether the system's underperformance has affected the results of the Lake Whatcom annual review.

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 11:05 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: AB2021-134

File ID:	AB2021-134	Version:	1	Status:	Introduced for Public Hearing
File Created:	02/22/2021	Entered by:	SHenthor@co.whatcom.wa.us		
Department:	Auditor's Office	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Section 1.14, Electoral Precincts, for changes in certain voting precinct boundaries in Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Seven (7) precincts need boundary line adjustments due to exceeding 1,500 active registered voters per RCW 29A.16.40(2). The precincts are 182, 201, 208, 225, 253, 302, and 604. Adjusting these boundary lines will affect adjacent precincts and create a new precinct. The precincts needing boundary line adjustments are 177, 182, 201, 202, 208, 213, 225, 227, 245, 253, 302, 603, 604 and the new precinct is 305.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/09/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Ordinance

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE SECTION 1.14, ELECTORAL PRECINCTS, FOR CHANGES
IN CERTAIN VOTING PRECINCT BOUNDARIES IN WHATCOM COUNTY**

WHEREAS, seven (7) precincts need boundary line adjustments in Whatcom County Code Section 1.14 due to exceeding the limit of 1,500 active registered voters per RCW 29A.16.40(2). These precincts exceeding limit of 1,500 active registered voters are as follows; 182, 201, 208, 225, 253, 302, and 604. Adjusting these boundary lines also affects the adjacent precincts, and will also create a new precinct. In total the number of precincts needing boundary line adjustments is fourteen (14), as follows; 177, 182, 201, 202, 208, 213, 225, 227, 245, 253, 302, 305, 603, and 604, detailed in Exhibit A (page 2-8); and new individual precinct maps for each Precinct effected in Exhibit B (page 9-23).

WHEREAS, RCW 29A.16.040 requires the county legislative authority of each county in the state to divide the county into election precincts and establish the boundaries of the precincts; and

WHEREAS, RCW 29A.16.040 further provides that no precinct boundary changes may be made starting fourteen (14) days prior to the first day candidates may file for the primary election through the period ending with the general election; and

WHEREAS, the first day for candidates to file this year is the 17th day of May, 2021, and

WHEREAS, the affected Precincts 177, 182, 201, 202, 208, 213, 225, 227, 245, 253, 302, 305, 603, and 604 will result in new individual precinct maps to the "Book of Election Precinct Maps" previously adopted effective November 10, 2020; and

WHEREAS, RCW 29A.76.030 provides the County Auditor shall transfer and notify any registered voters that may be affected by the change in boundaries.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the change to the "Book of Election Precinct Maps," affecting Precincts 177, 182, 201, 202, 208, 213, 225, 227, 245, 253, 302, 305, 603, and 604 shall be adopted and substituted into the "Book of Election Precinct Maps;" said revised Book of Maps is available through the Whatcom County Council Office and online through the Election page at the Whatcom County Auditor's Office homepage.

ADOPTED this ____ day of _____, 2021.

ATTEST:

Dana Brown-Davis, County Clerk

APPROVED AS TO FORM:



Royce Buckingham approved by email 2/22/2021
Royce Buckingham, Civil Deputy Prosecutor

**WHATCOM COUNTY COUNCIL
WHATCOM COUNTY,
WASHINGTON**

Barry Buchanan, Council Chair

() Approved () Denied

Satpal Sidhu, County Executive

Date: _____

Exhibit A

Updating Precinct Lines – January 2020:

After reviewing precinct populations, there are 7 precincts over the limit of 1,500 active registered voters. Per RCW 29A.16.040(2), the number shall not exceed 1,500 active registered voters. We will need to adjust lines for Precincts 182, 201, 208, 225, 253, 302, and 604. Also changing will be the adjacent Precincts: 177, 202, 213, 227, 245, and 603. A new precinct (305) will need to be created to accommodate the changes in precinct 302.

Precinct Affected	Change Proposed	New Precinct
182	move portion into 177	177
201	move portion into 202	202
208	move portion into 213	213
225	move portion into 227	227
253	move portion into 245	245
302	split, create new precinct 305	305
604	move portion into 603	603

Exhibit A

Precinct 604

Solution: Move voters from 604 into 603. Move Portion A into 603. Use Line Rd and extension of Kamm Rd.

What it changes:

- ☐ Precinct 603
- ☐ Precinct 604

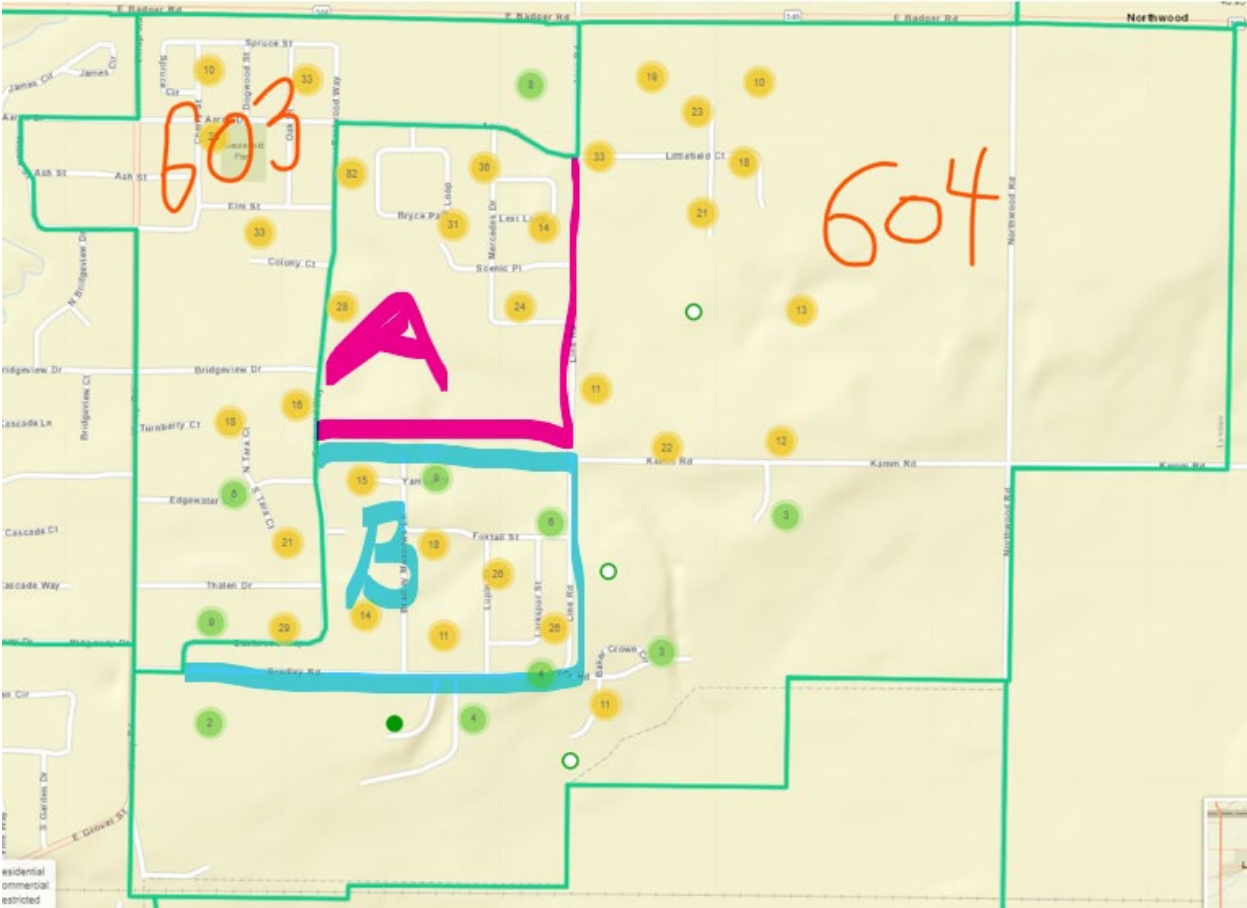


Exhibit A

Precinct 253

Solution: Move voters from 253 into 245. Move both Portion A and Portion B into Precinct 245.

What it changes (need new individual precinct maps):

- ☐ Precinct 253
- ☐ Precinct 245

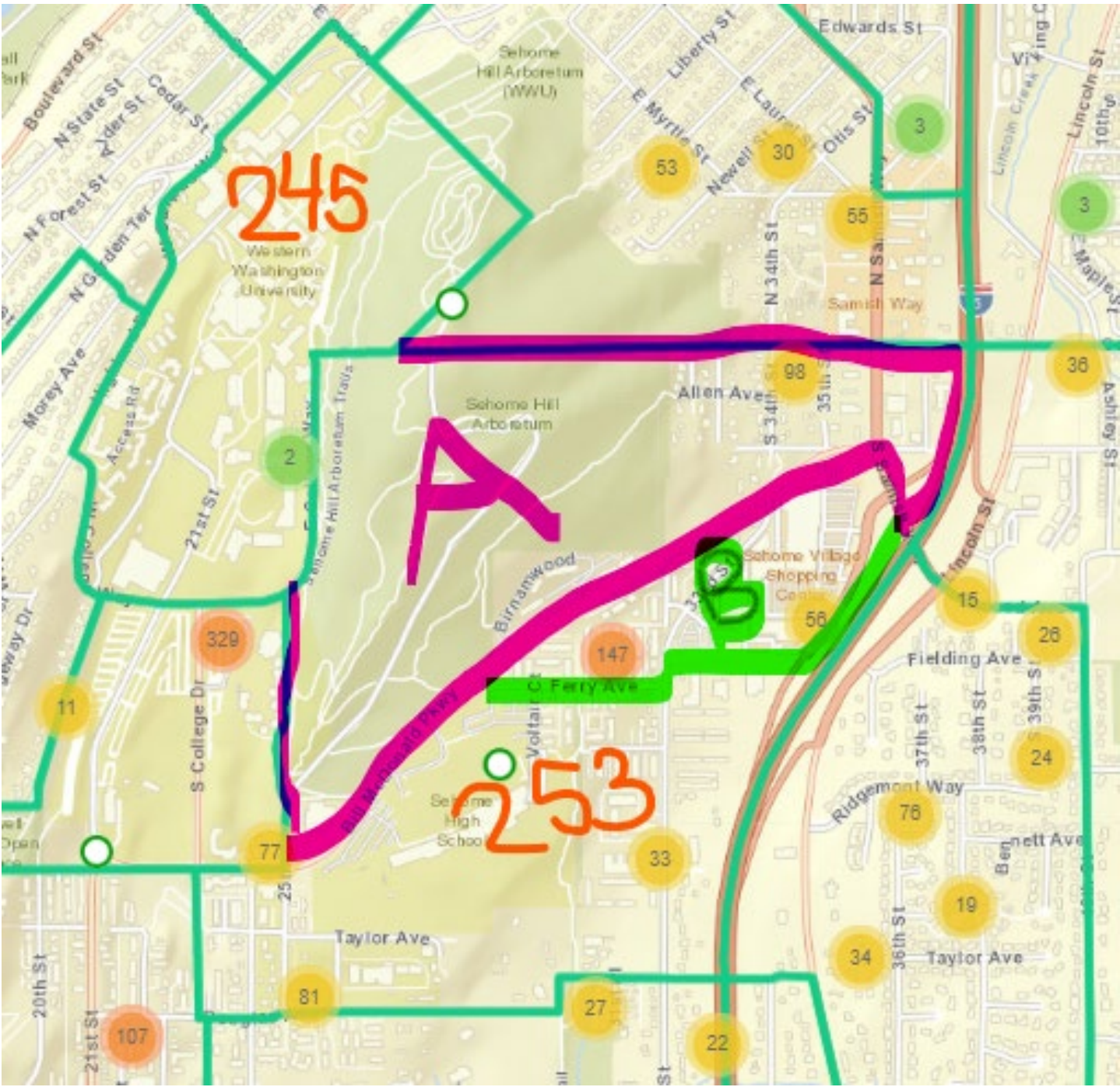


Exhibit A

Precinct 182

Solution: Move voters from 182.2 into Precinct 177.

What it changes (need new individual precinct maps):

- ☐ Precinct 177
- ☐ Precinct 182

Move Precinct portion 182-2 into Precinct 177. This will create a new split in Precinct 177, and remove the split from 182.

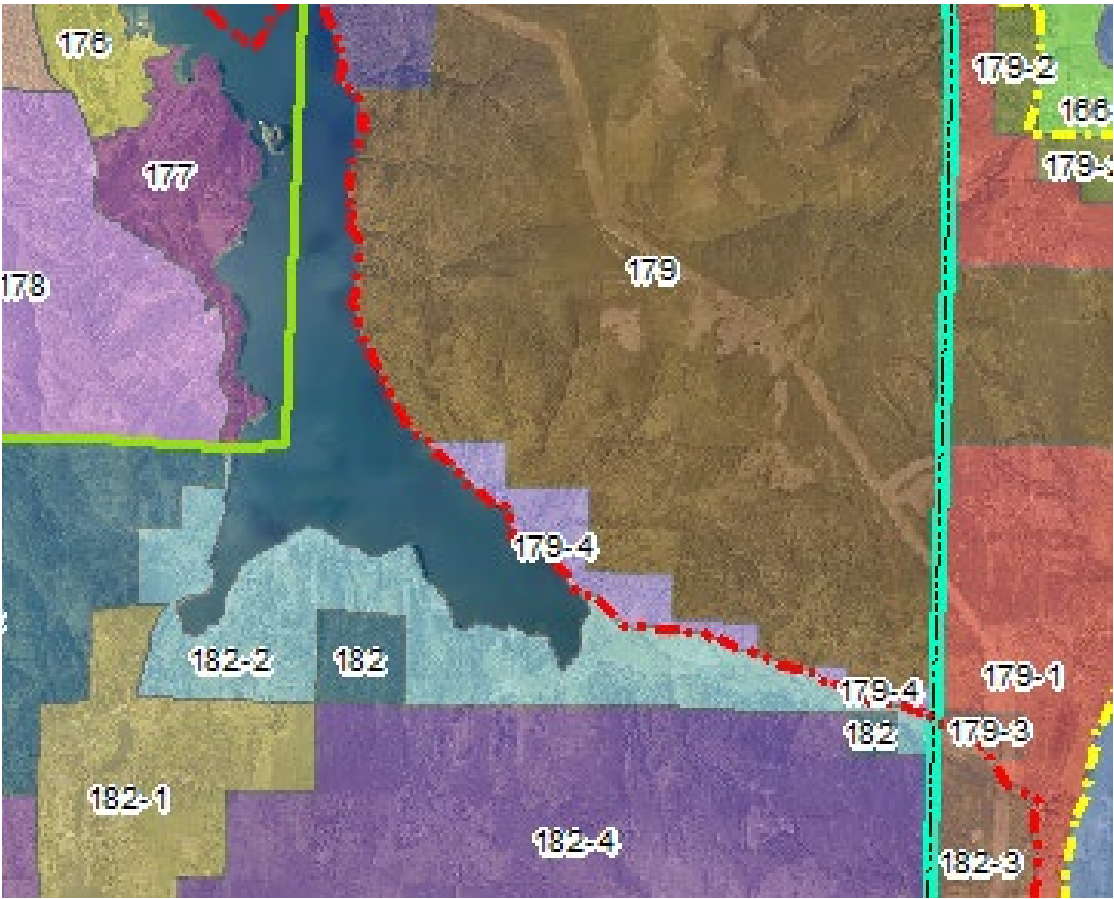


Exhibit A

Precinct 208

Solution: Move voters from 208 into Precinct 213. Move both Portion A & Portion B into Precinct 213.

What it changes:

- ☐ Precinct 208
- ☐ Precinct 213

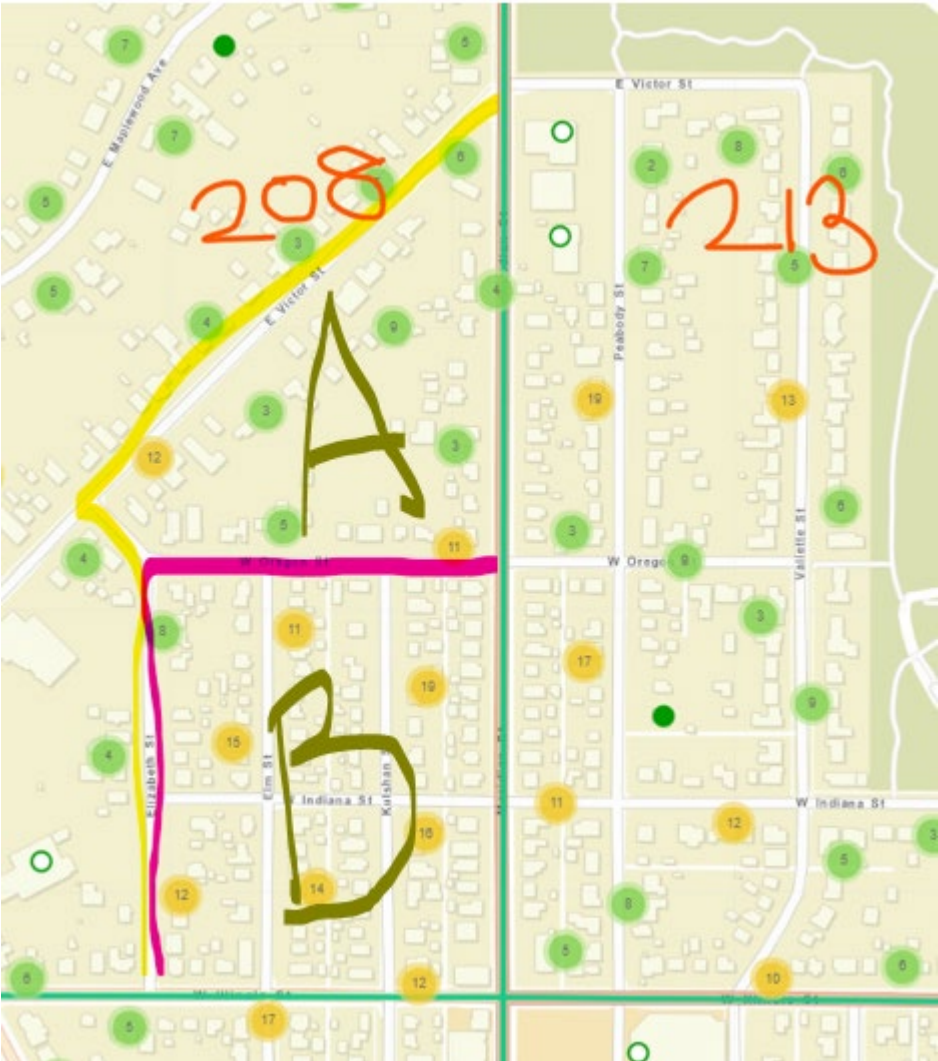
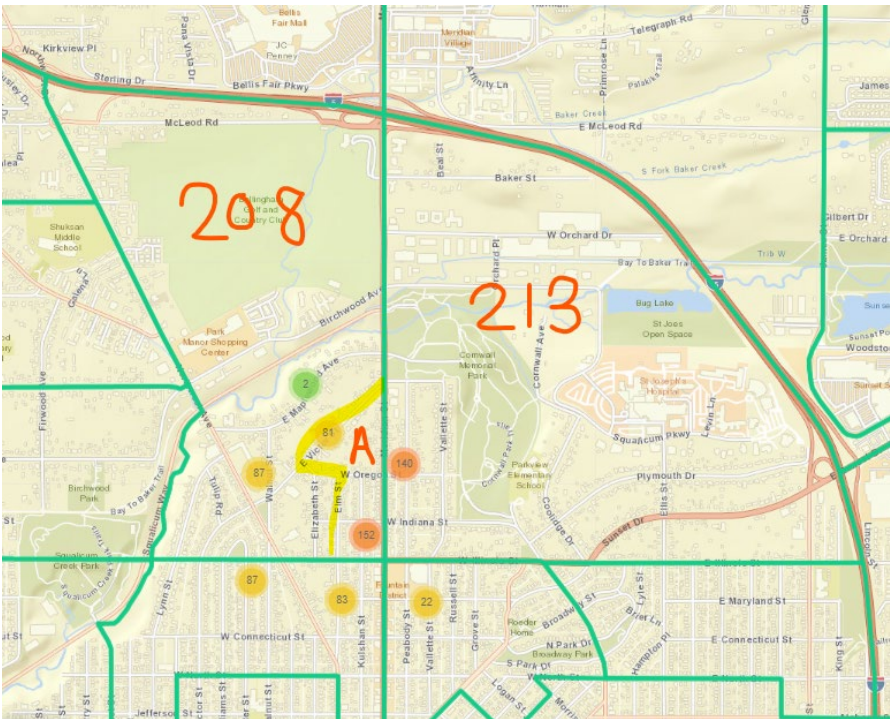


Exhibit A

Precinct 302

Solution: Create a new Precinct 305 & divide existing Precinct 302 in half. Use I-5/Adelia St/Harrison Ave/ St as cut-off.

What it changes:

- ☐ Precinct 302
- ☐ Creates new Precinct 305



Exhibit A

Precinct 225

Solution: Move voters from 225 into Precinct 227. Extend Precinct 227 using B/Halleck/Cornwall Street.

What it changes:

- ☐ Precinct 225
- ☐ Precinct 227

Put pink portion (portion B) into Precinct 227, detailed bottom right (extend B Street boundary to Halleck St/Cornwall)

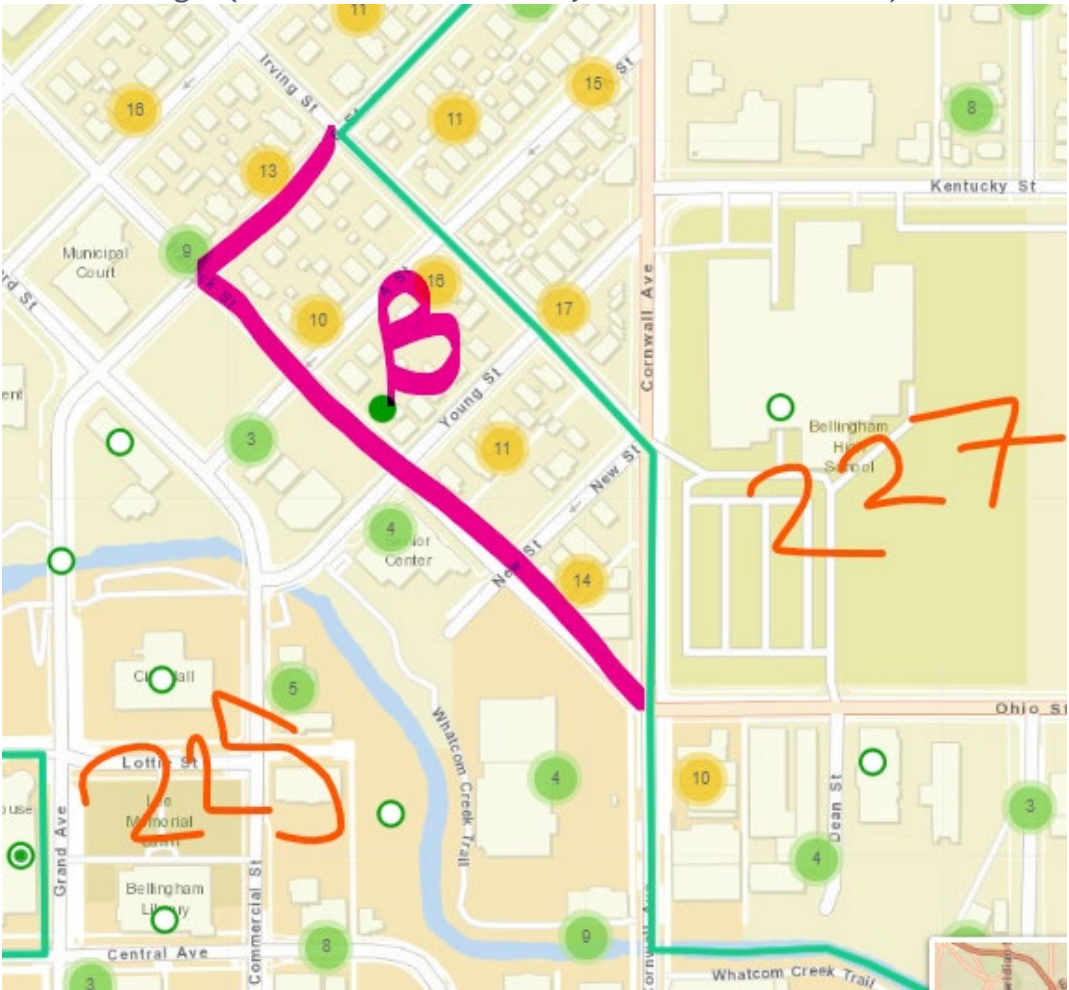
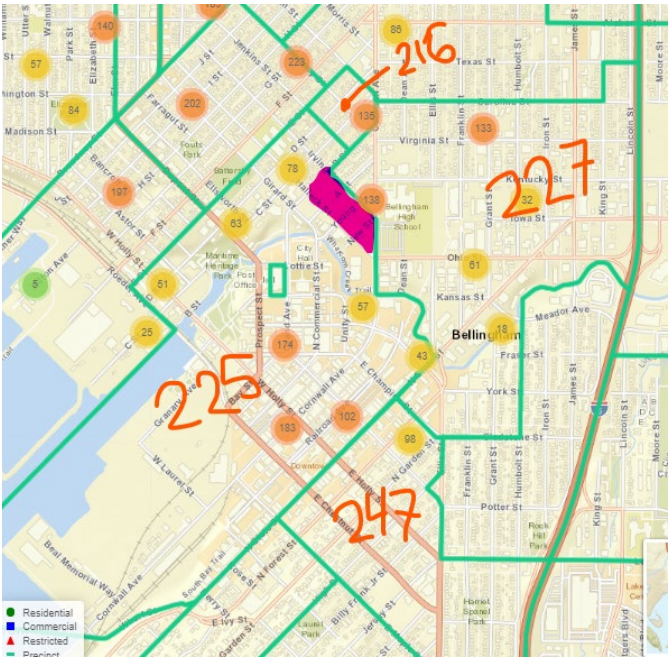


Exhibit A

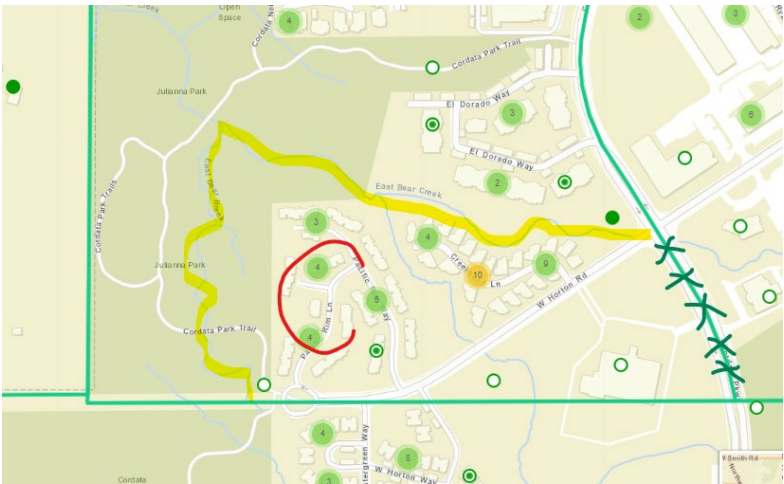
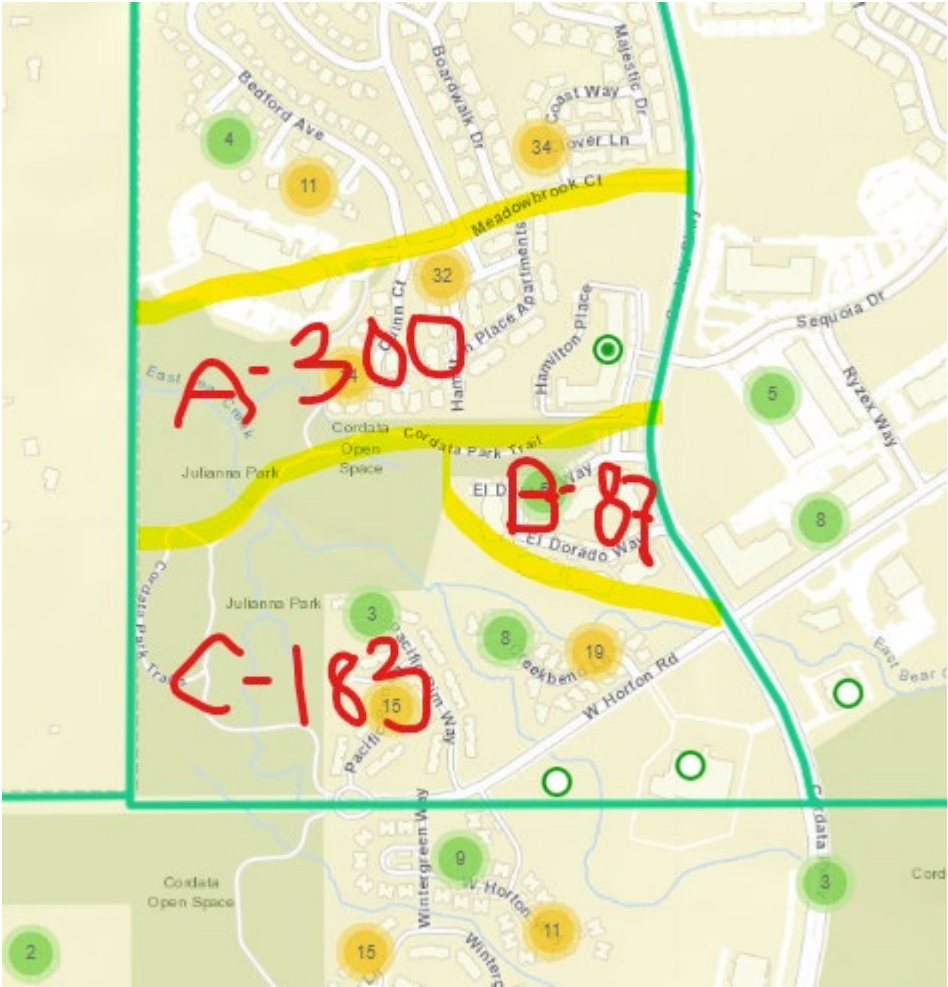
Precinct 201

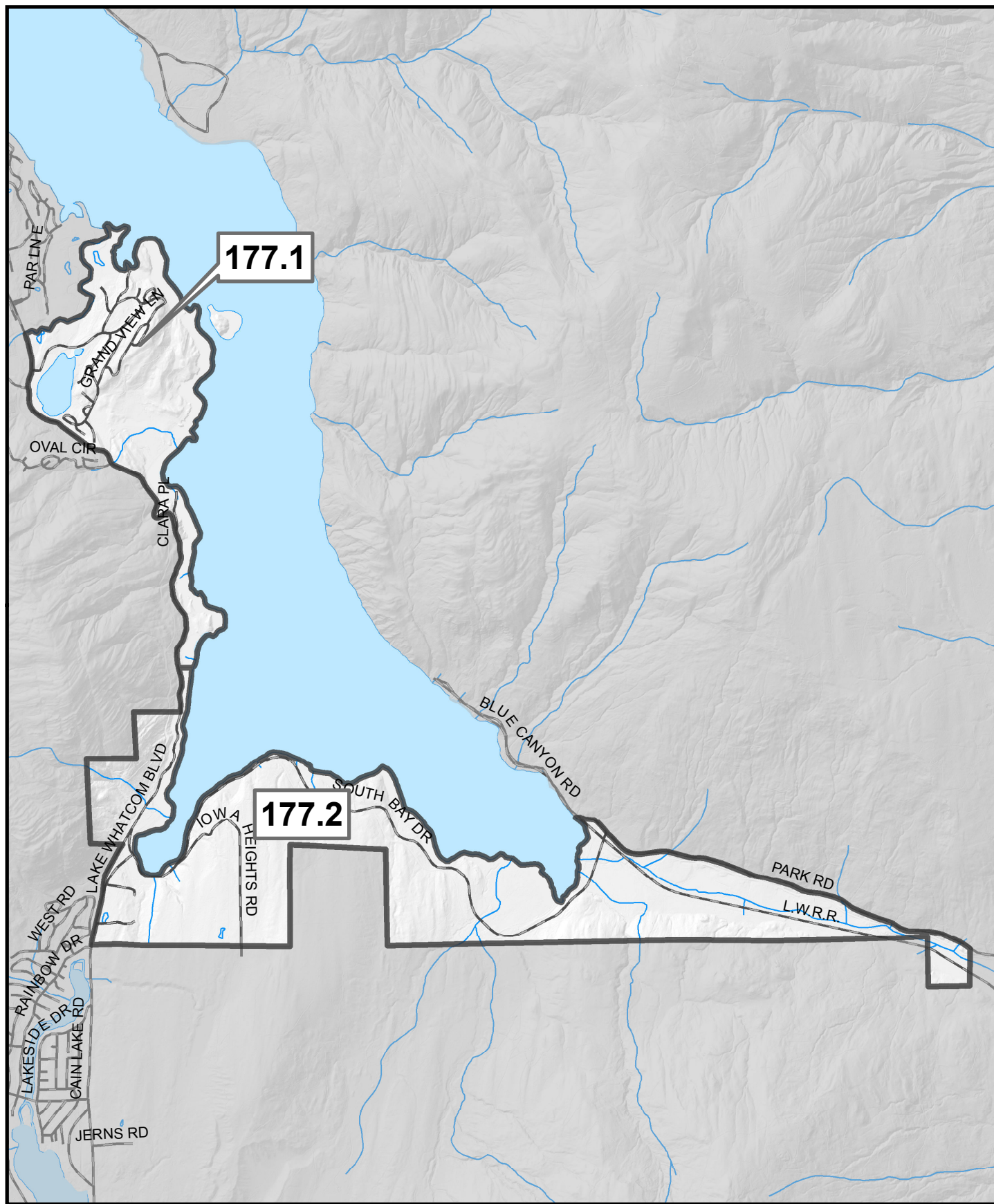
Solution: Move voters from 201-1 into 202-2. Move portion C below in to 202-2

What it changes:

- ☐ Precinct 201
- ☐ Precinct 202

Move portion C into 202-2. Use East Bear Creek as boundary





Whatcom County Precinct 177

County Council District 3

Legislative District 40

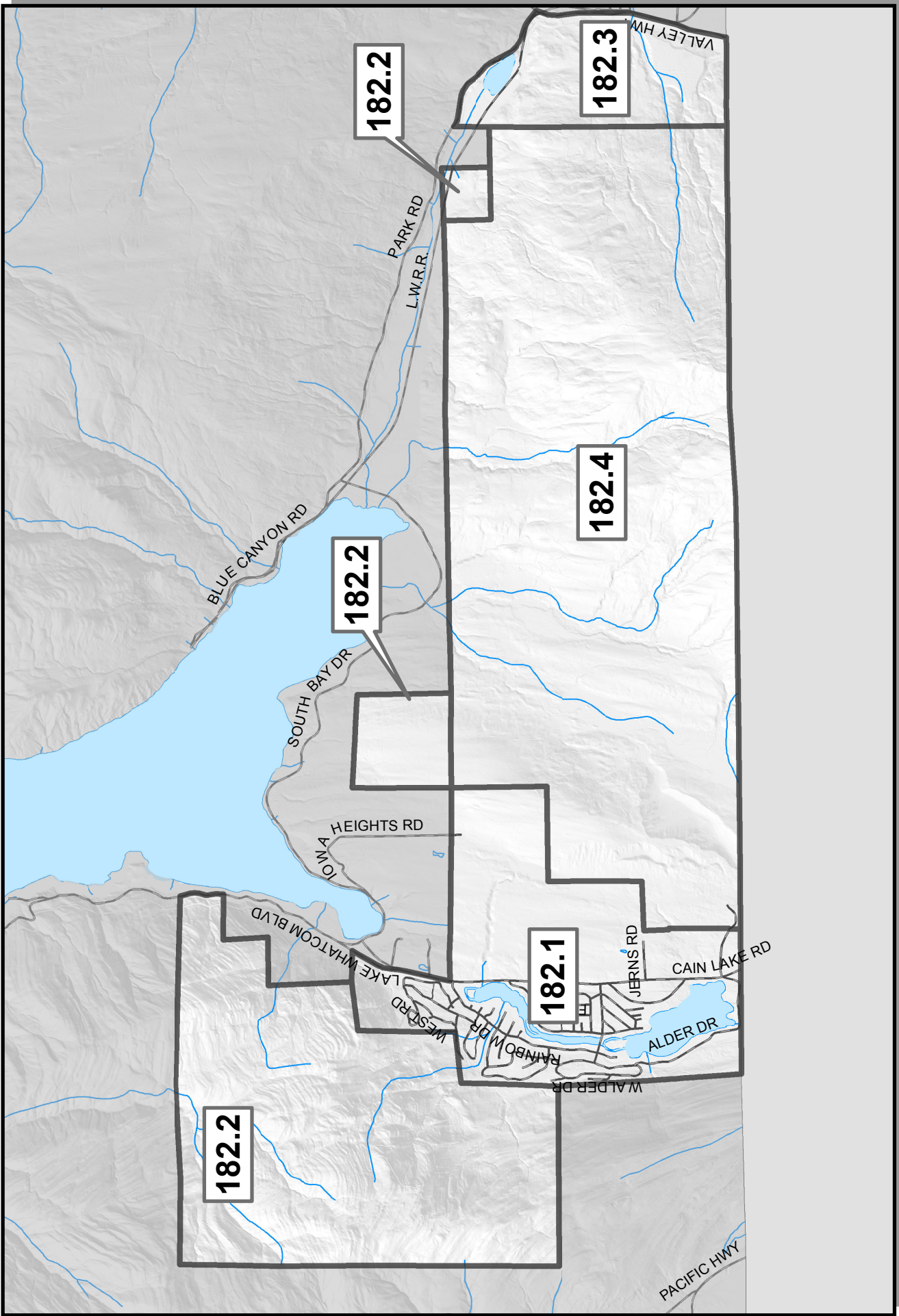
Congressional District 2

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0 1,200 2,400 4,800 Feet



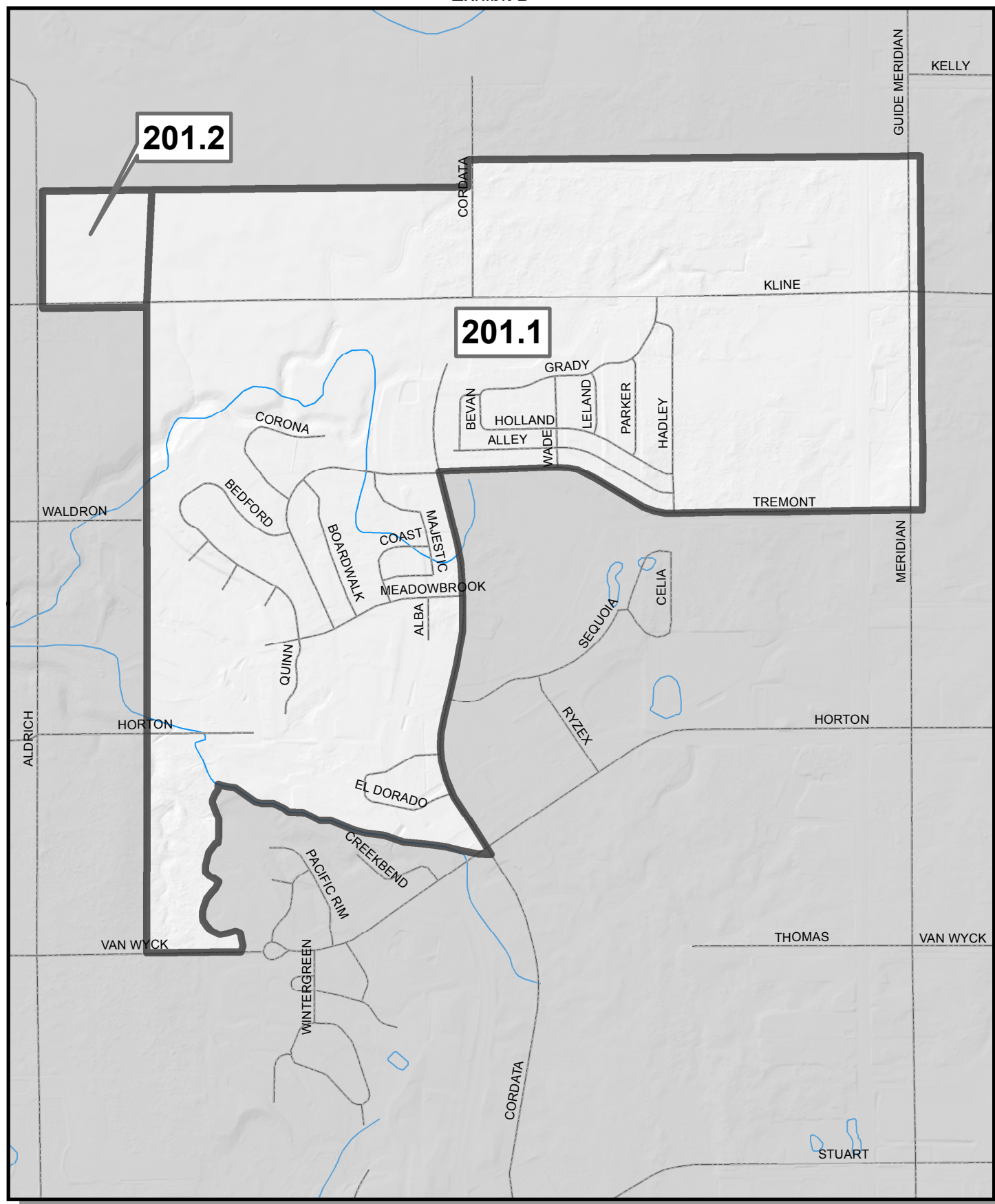


Whatcom County Precinct 182

County Council District 3
Legislative District 40
Congressional District 2



USGS HYDROLOGIC DATA INCLUDES THE ENERGY
ADJUSTMENT WITH THE FOLLOWING STATEMENT:
Whatcom County has been surveyed and mapped by the USGS
Hydrologic Survey of Wisconsin. The map is a representation of
the actual conditions as they exist. It is not a guarantee of
accuracy. The map is for informational purposes only. It is not
to be used for any other purpose. The map is not to be used
for any other purpose. The map is not to be used for any other
purpose. The map is not to be used for any other purpose.



Whatcom County Precinct 201

Ward 1

County Council District 4

Legislative District 42

Congressional District 2

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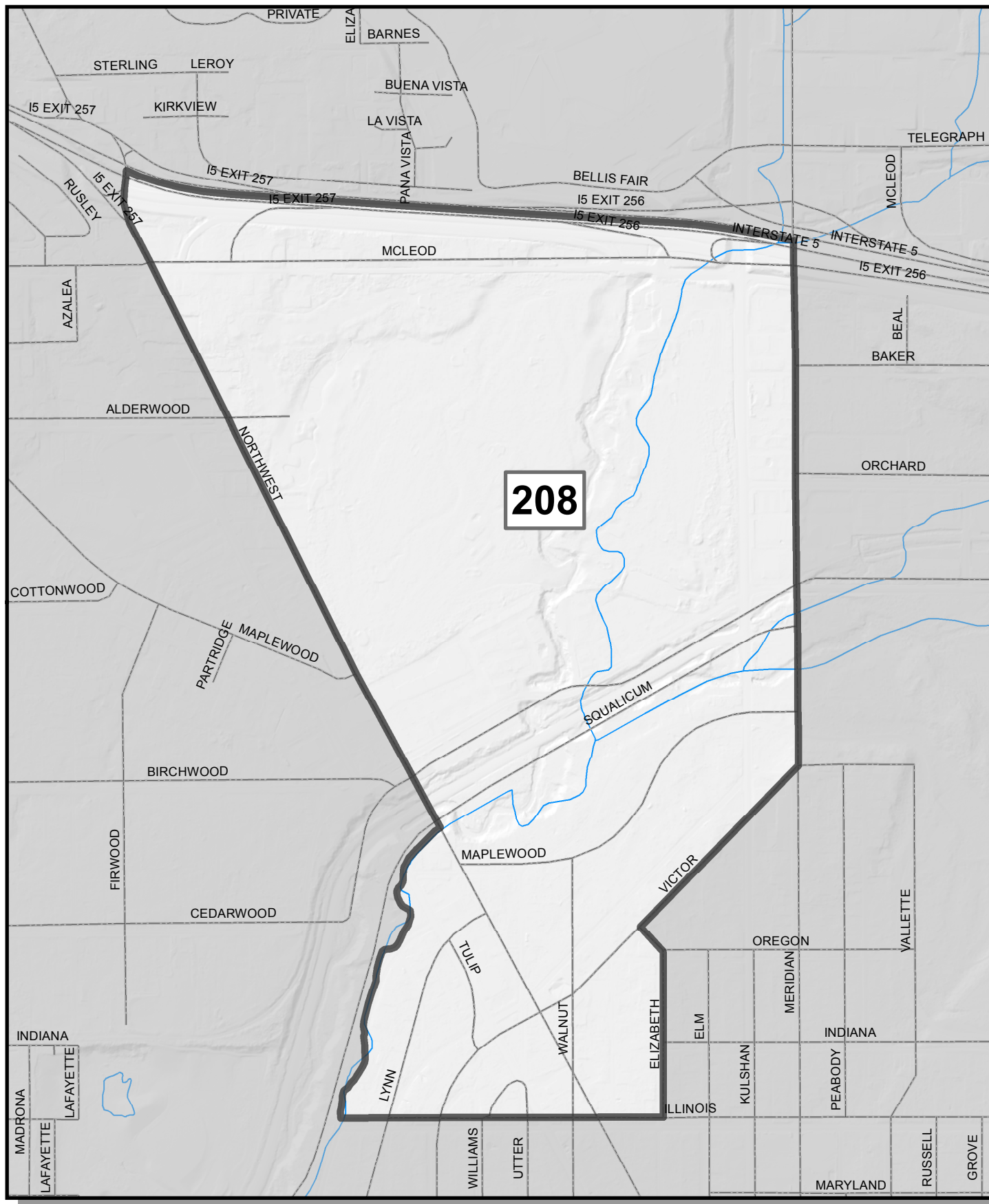
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0 270 540 1,080 Feet



Ward 1
County Council District 4
Legislative District 42
Congressional District 2





Whatcom County Precinct 208

Ward 2

County Council District 2

Legislative District 42

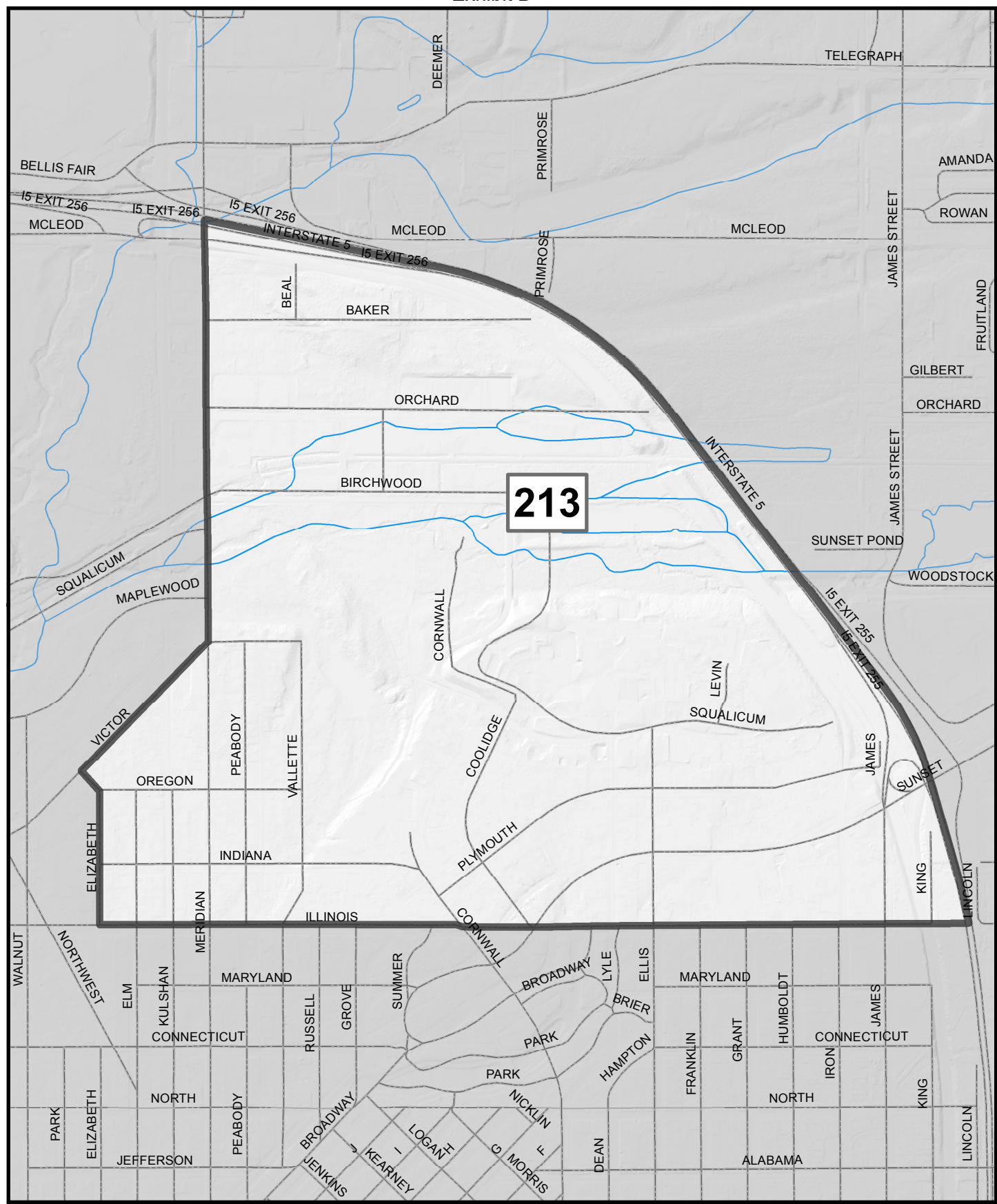
Congressional District 2

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0 270 540 1,080 Feet





Whatcom County Precinct 213

Ward 2

County Council District 2

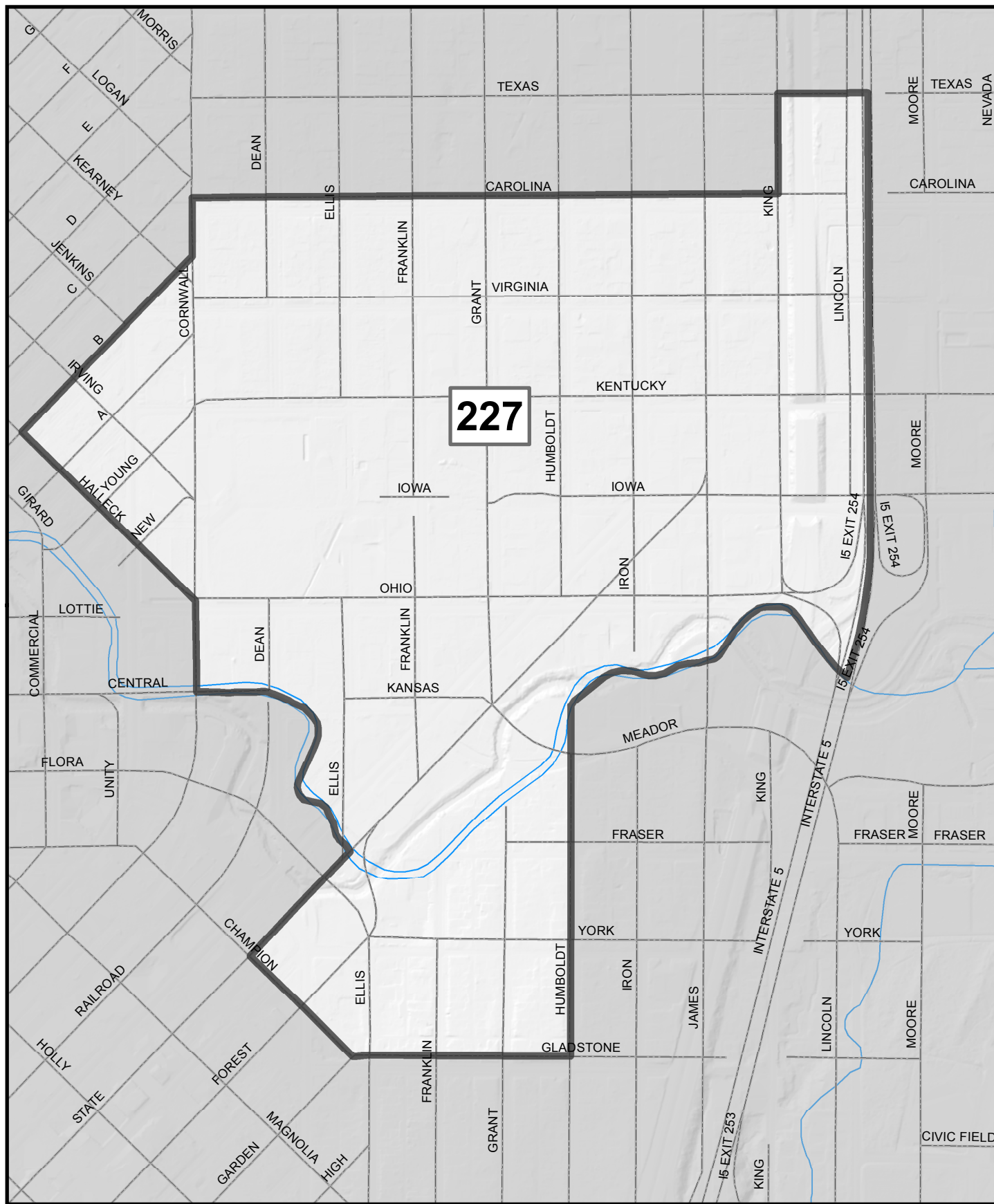
Legislative District 42

Congressional District 2



Ward 3
County Council District 1
Legislative District 42
Congressional District 2





Whatcom County Precinct 227

Ward 3

County Council District 1

Legislative District 42

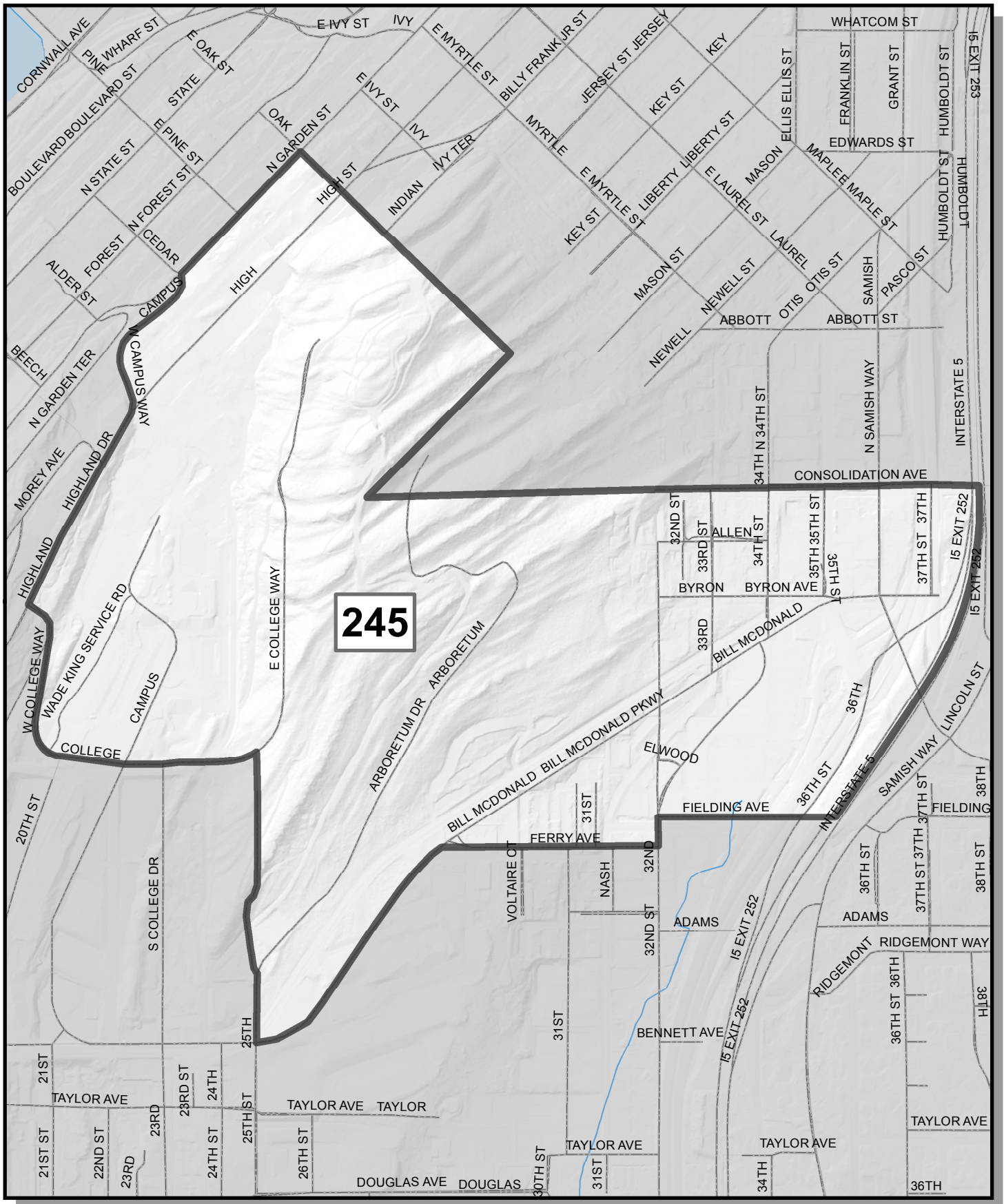
Congressional District 2

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0 215 430 860 Feet





Whatcom County Precinct 245

Ward 5

County Council District 1

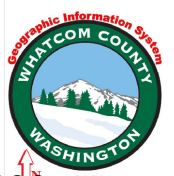
Legislative District 40

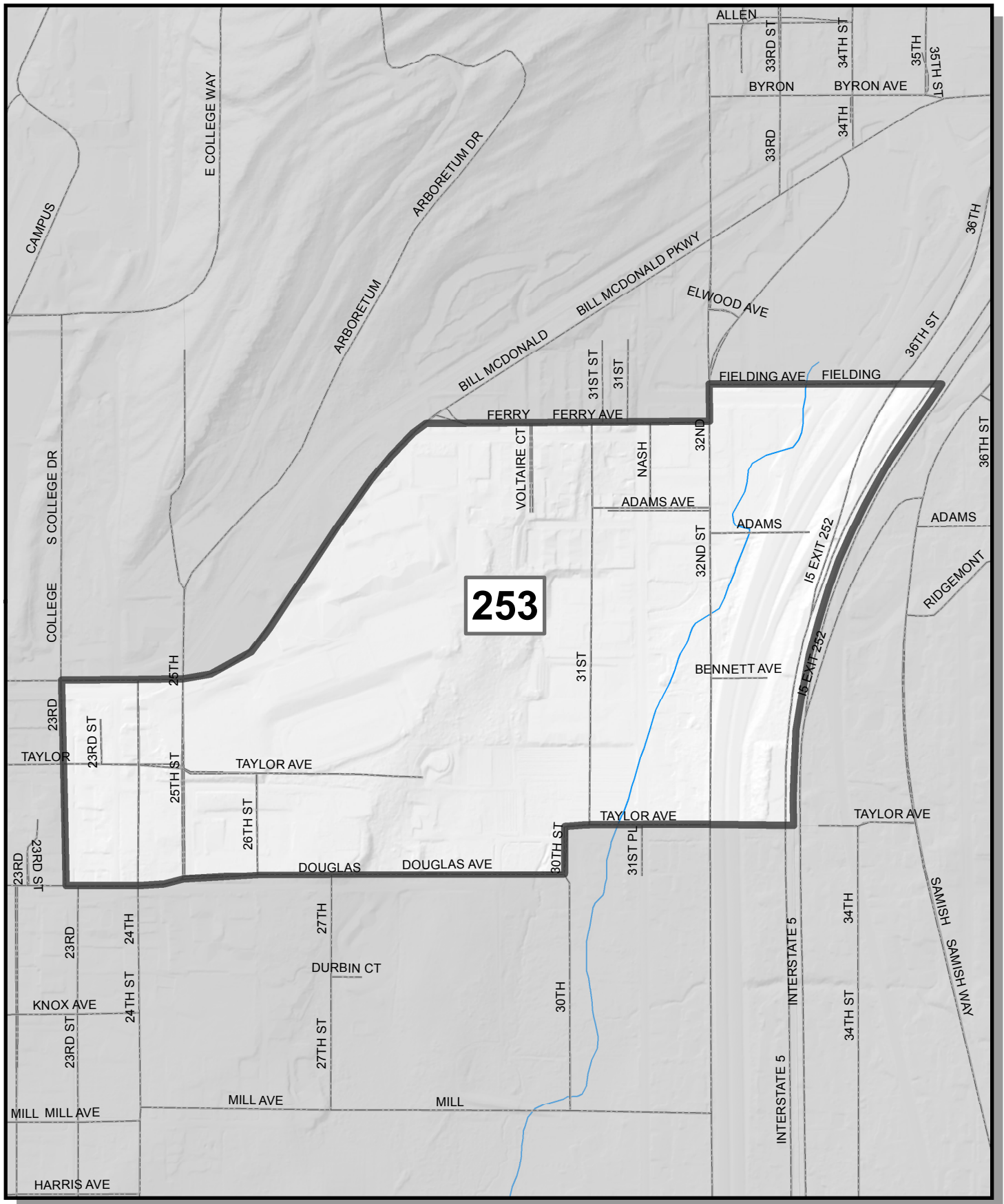
Congressional District 2

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0 265 530 1,060 Feet





Whatcom County Precinct 253

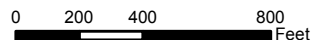
Ward 5

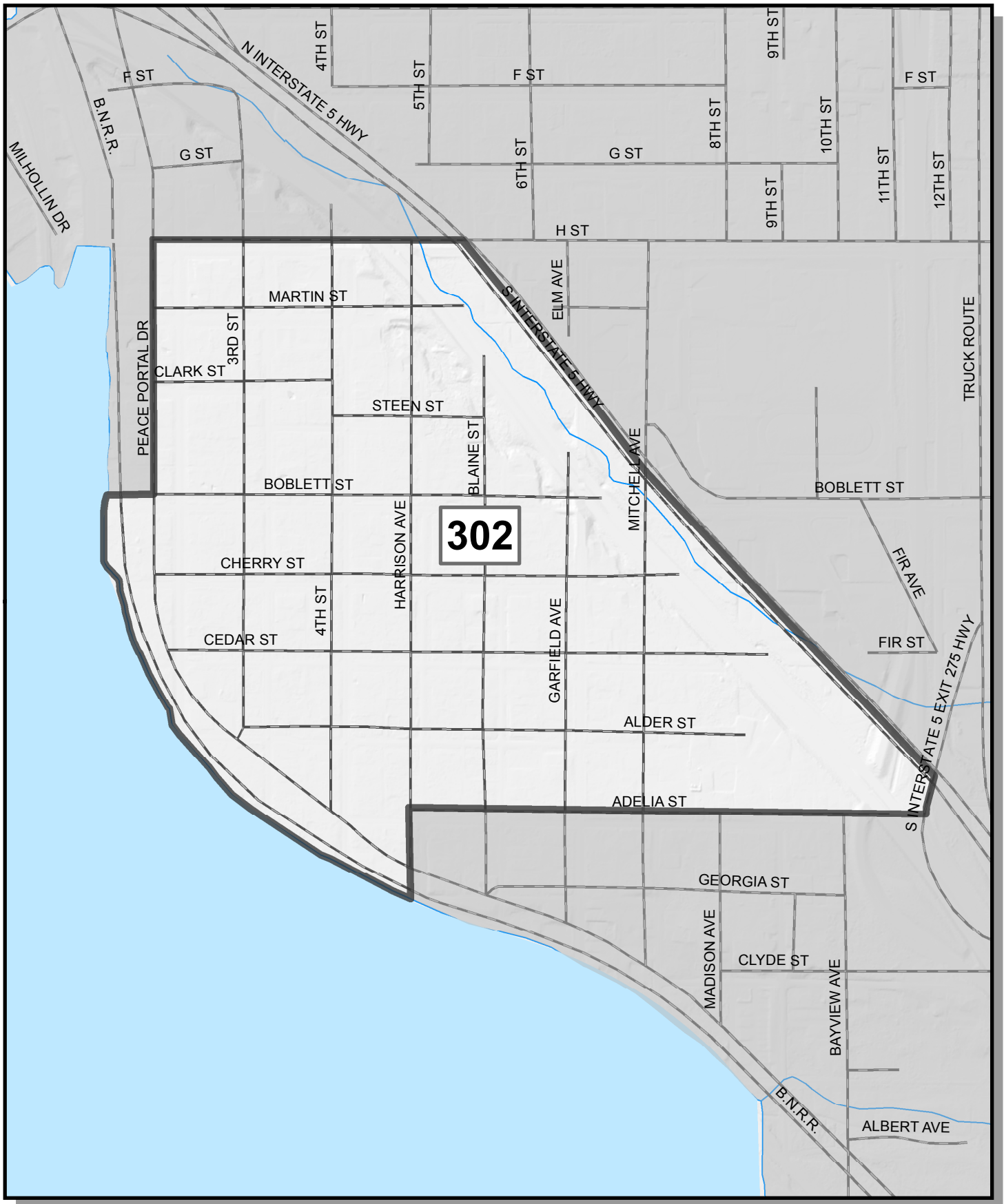
County Council District 1

Legislative District 40

Congressional District 2

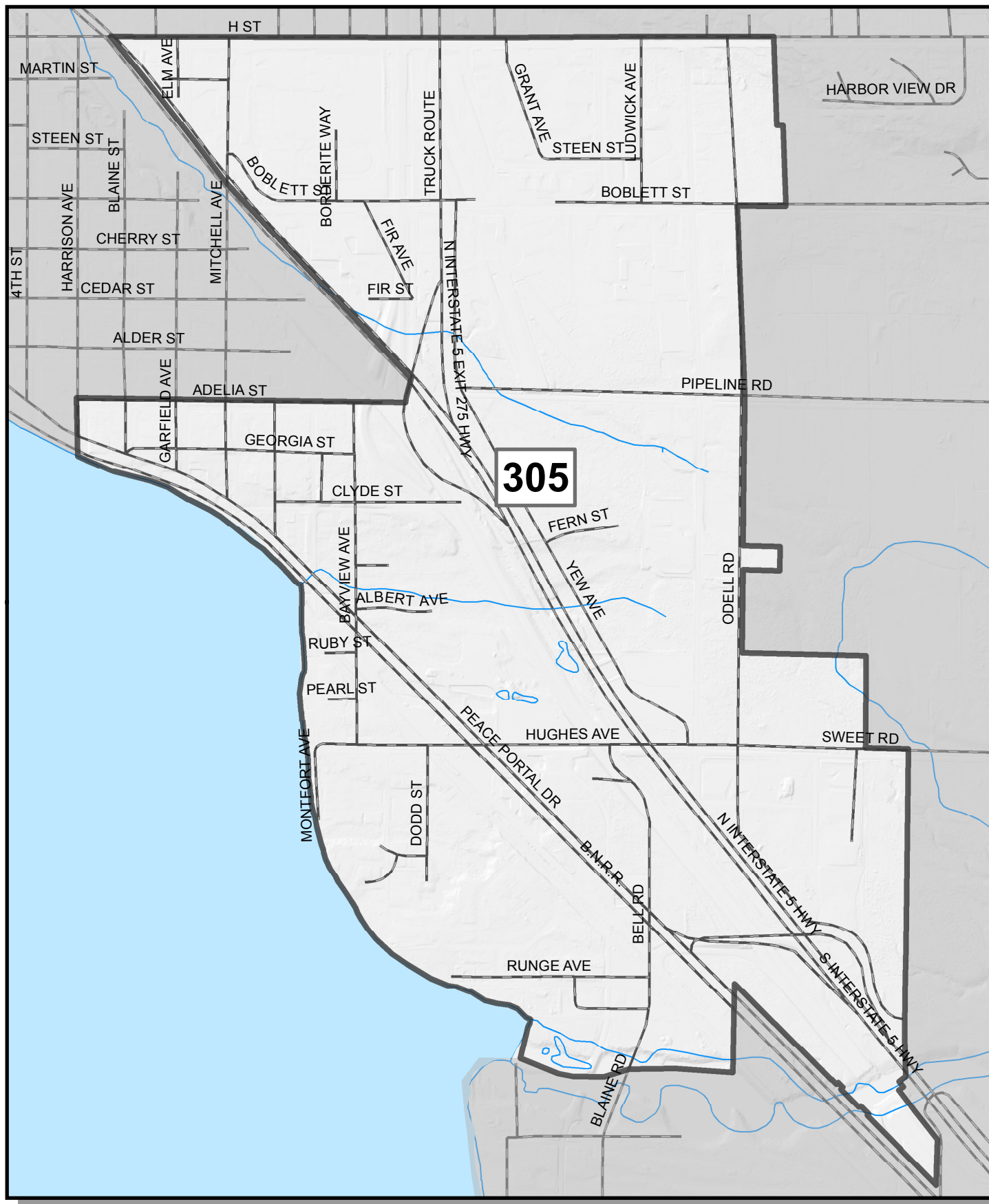
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Whatcom County Precinct 302

County Council District 5
Legislative District 42
Congressional District 1



Whatcom County Precinct 305

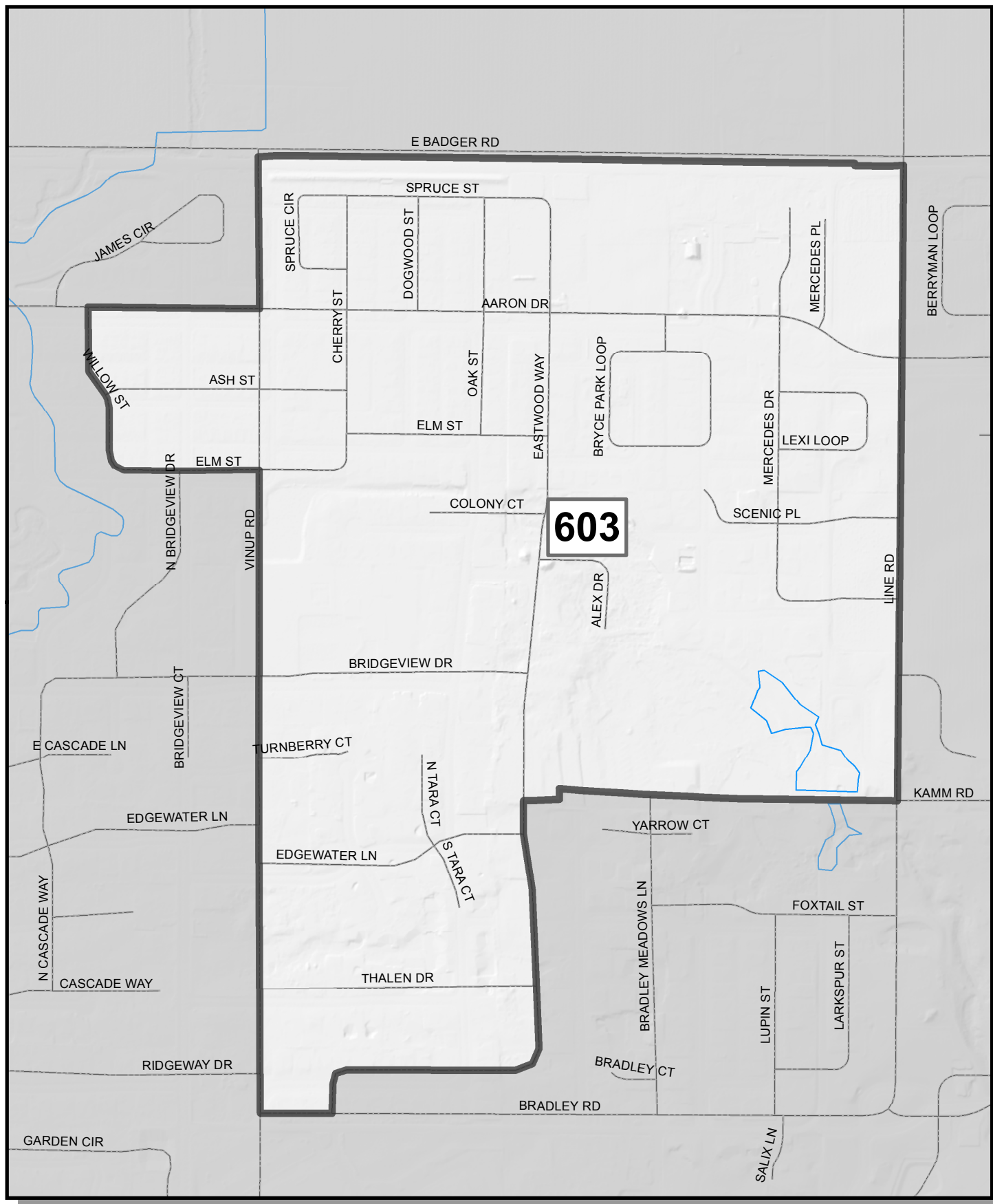
County Council District 5

Legislative District 42

Congressional District 1

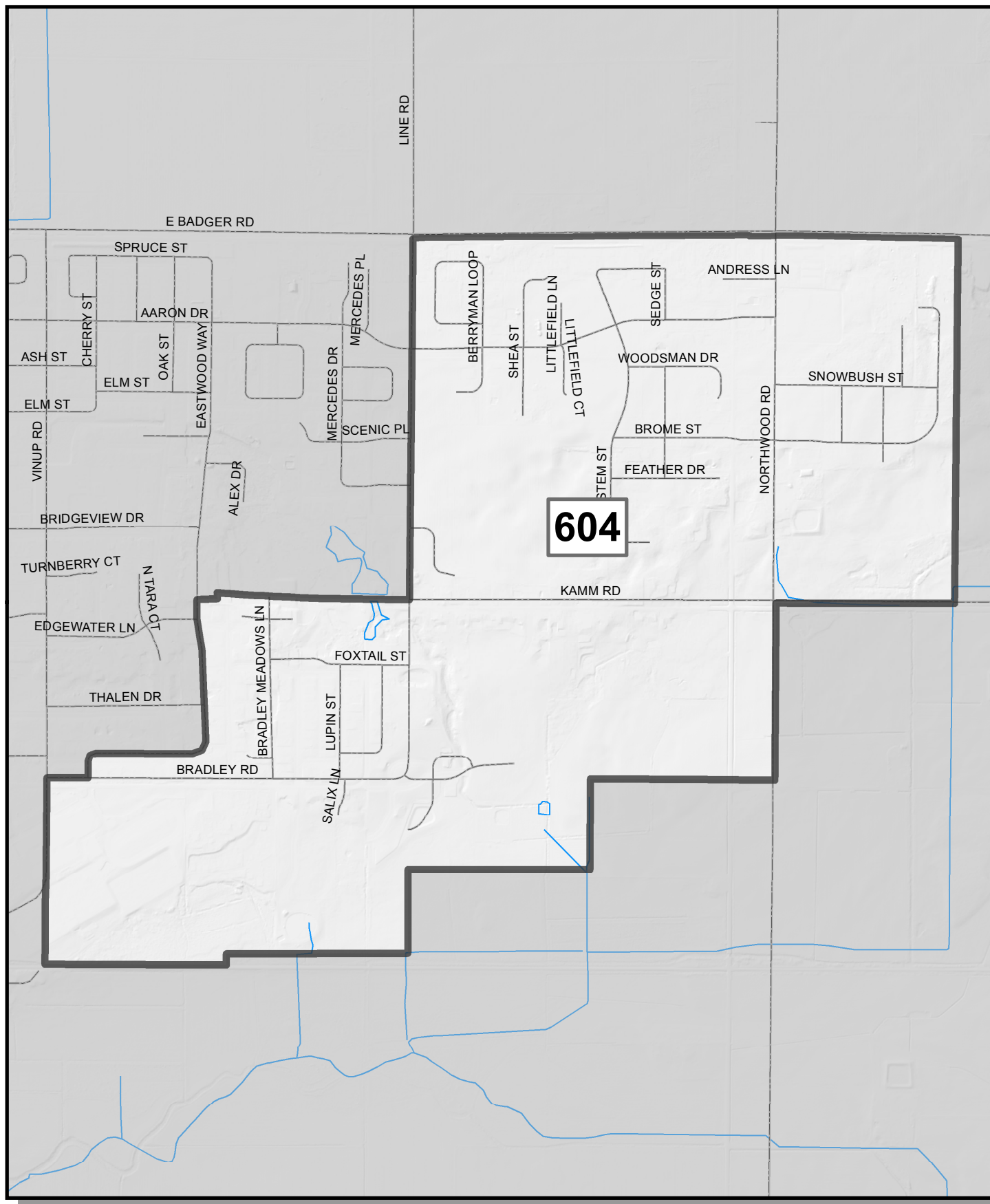
302





Whatcom County Precinct 603

County Council District 4
Legislative District 42
Congressional District 1



Whatcom County Precinct 604

County Council District 4

Legislative District 42

Congressional District 1

304

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0 330 660 1,320 Feet





Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-135

File ID:	AB2021-135	Version:	1	Status:	Introduced for Public Hearing
File Created:	02/23/2021	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance regarding temporary installation of stop signs on Noon Road at Ten Mile Road and East Hemmi Road at Noon Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

To comply with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install temporary traffic control signs on Noon Road at Ten Mile Road and on East Hemmi Road at Noon Road to facilitate the East Hemmi Road Flood Mitigation Project construction detour

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/09/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Proposed ordinance

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

MEMORANDUM

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

Through: Jon Hutchings, Director *JH*

From: James P. Karcher, P.E., County Engineer *gpk*
James E. Lee, P.E., Engineering Manager *JEL*

Date: February 16, 2021

Re: **Ordinance Regarding Temporary Installation of Stop Signs on Noon Road at
Ten Mile Road and on East Hemmi Road at Noon Road during Construction
of the E. Hemmi Road Flood Mitigation Project**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to install temporary stop signs on Noon Road at Ten Mile Road and on East Hemmi Road at Noon Road during Construction of the E. Hemmi Road Flood Mitigation Project.

Background and Purpose

E. Hemmi Road is submerged several months of the year. An alternative analysis performed by Public Works recommended raising a portion of the roadway and installing a larger culvert to mitigate flood impacts. Design and permitting are now complete and construction of this project is expected to start in the summer of 2021 with completion anticipated in fall 2021. This project is listed as #13 on the 2021 Annual Construction Program.

During construction E. Hemmi Road will be closed at the project site and local traffic will be detoured to Hannegan Road, Ten Mile Road, and Noon Road. Public Works proposes installing temporary stop signs on Noon Road at Ten Mile Road and on E. Hemmi Road at Noon Road to improve safety and help manage the increased traffic these intersections will experience during the use of this detour. These temporary stop signs will be removed as soon as construction of the project is complete.

Information

This ordinance will allow for the temporary installation of stop signs and is necessary to comply with RCW 36.32.120 and 46.61.200 to install traffic control signs.

Please contact James Lee at extension 6264 with any questions regarding this ordinance.

PROPOSED BY: Public Works - Engineering

INTRODUCTION DATE: 3/9/2021

ORDINANCE NO. _____

TEMPORARY INSTALLATION OF STOP SIGNS
ON NOON ROAD AT TEN MILE ROAD AND ON EAST HEMMI ROAD AT NOON ROAD

WHEREAS, in compliance with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, East Hemmi Road is submerged several months of the year; and

WHEREAS, an alternative analysis performed by Public Works recommended raising a portion of the roadway and installing a larger culvert to mitigate flood impacts; and

WHEREAS, design and permitting on the project is now complete and construction of this project is expected to start in the summer of 2021 with completion anticipated in fall 2021; and

WHEREAS, during construction of this project East Hemmi Road will be closed at the project site and local traffic will be detoured to Hannegan Road, Tenmile Road, and Noon Road; and

WHEREAS, Public Works proposes installing temporary stop signs on Noon Road at Ten Mile Road and on East Hemmi Road at Noon Road to improve the safety of these intersections during use of this detour;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that temporary stop signs be installed on Noon Road at Ten Mile Road and on East Hemmi Road at Noon Road as shown on Exhibit A, the detour plan for the above-cited project, upon the start of project construction; and

BE IT FURTHER ORDAINED that upon completion of the project the temporary stop signs will be removed; and

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

() Approved

() Denied

Approved by Chris Quinn 2/26/2021
Senior Deputy Prosecuting
Attorney - Civil Division

Satpal Singh Sidhu, Executive

Date: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-147

File ID:	AB2021-147	Version:	1	Status:	Introduced for Public Hearing
File Created:	02/25/2021	Entered by:	SDraper@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance establishing a fare capital surcharge for the Lummi Island Ferry System

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

An ordinance amending WCC 10.34.020 Ferry Rates and Unified Fee Schedule to include a one-dollar (\$1.00) capital surcharge for all fares excluding Special needs-based fares, Special senior/disabled fares, and Student multi-ride cards. The capital surcharge is to be exclusively used for the construction of a new ferry vessel and improvements to the ferry terminals

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/09/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Proposed Ordinance

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



SPECIAL PROGRAMS
322 N. Commercial, Suite 210
Bellingham, WA 98225
Main: (360) 778-6200
FAX: (360) 778-6201
www.whatcomcounty.us

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Roland Middleton, Special Programs Manager

DATE: February 22, 2021

RE: Capital Surcharge for Lummi Island Ferry Fares

Requested Action

The County Council's Lummi Island Ferry Advisory Committee (LIFAC) requests that the Council authorize a one-dollar (\$1.00) ferry replacement surcharge on all fares except special needs-based fares, special senior/disabled fares, and student multi-ride cards. The authorizing ordinance will amend WCC 10.34.020 Ferry Rates and the Unified Fee Schedule.

Background and Purpose

County Council Resolution 2018-026 adopted a new Ferry System Level of Service Action Plan. The Action Plan instructs design and construction of (1) a hybrid 34-car replacement vessel capable of future electric conversion and (2) corresponding terminal improvements. On February 10, 2021 LIFAC unanimously proposed a one-dollar capital surcharge to apply to all fares except "needs-based", "senior/disabled" and "student multi-ride" fares. LIFAC requests the capital surcharge to be exclusively used for the construction of a new ferry vessel and improvements to the ferry terminals.

Please contact Roland Middleton at extension 6212, if you have any questions or concerns regarding the terms of this agreement.

Encl.

PROPOSED BY: _____

INTRODUCED: _____

ORDINANCE NO. _____

**ESTABLISHING A FARE CAPITAL SURCHARGE
FOR THE LUMMI ISLAND FERRY SYSTEM**

WHEREAS, the Lummi Island Ferry Advisory Committee was established to review and provide recommendations on proposed changes to ferry operations and fares; and,

WHEREAS, the Lummi Island Ferry Advisory Committee was established to assist the county in collecting information from ferry riders on actual and desired ferry services, concerns, and ideas for improved service; and,

WHEREAS, the Lummi Island Ferry Advisory Committee was established to analyze and develop recommendations to continue and improve the cost-effective operation of ferry service to Lummi Island; and,

WHEREAS, the Lummi Island Ferry Advisory Committee was established to research, review, and make recommendations regarding ferry replacement, long-term planning, parking, transportation to and from ferry docks, alternative docking locations, alternative funding sources, and other major capital and operational issues regarding ferry service to Lummi Island; and,

WHEREAS, the Whatcom County Council adopted a new Level of Service Ferry System Action Plan with Resolution 2018-026; and,

WHEREAS, the Action Plan instructs the design and construction of a 34-car vessel with flexibility for future electric conversion, and terminal improvements; and,

WHEREAS, on November 11, 2020 the Lummi Island Ferry Advisory Committee unanimously proposed a \$1.00 fare capital surcharge for the new vessel and terminal improvements; and,

WHEREAS, on February 10, 2021 the Lummi Island Ferry Advisory Committee unanimously proposed the capital surcharge to apply to all fares except "needs-based", "senior/disabled" and "student multi-ride" fares.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council a ferry fare capital surcharge of \$1.00 exclusively for the construction of a new ferry vessel and improvements to the ferry terminals. The surcharge will not be added to needs-based fares, senior/disability fares, and student multi-ride fares.

BE IT FURTHER ORDAINED by the Whatcom County Council, WCC 10.34 and the Unified Fee Schedule are amended as stated in Exhibit A.

APPROVED 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 via email-CQ/RM
Christopher Quinn
Deputy Prosecuting Attorney – Civil Division

(x) APPROVED () NOT APPROVED

Satpal Singh Sidhu, Executive

Date: _____

Exhibit A

Amendment of Chapter 10.34 FERRY RATES¹

Sections:

10.34.005 Definitions.

10.34.010 Effective date for ferry user fees.

10.34.020 Interpretation of rate schedule.

10.34.030 Use of ferry user fee revenues.

10.34.005 Definitions.

A. "Ferry system" means all physical elements of the Lummi Island ferry operations, including both the Gooseberry Point and Lummi Island vehicle and pedestrian staging areas, vehicle parking areas, and ferry docks, and any and all boats utilized for transport purposes.

B. "Operating cost" means all actual daily running expenses and all actual regular and routine maintenance and administrative expenses associated with the use and operation of all physical elements of the ferry system.

C. "Capital cost" means all capital expenditures, including financing and depreciation expenses applied to the replacement, expansion, or creation of ferry system physical elements.

D. "Fare box recovery rate" means the calculated percentage of total revenue generated through ferry user fees in comparison to total actual operating costs for the same period of time minus any revenue from the motor vehicle fuel tax meant for ferry operations, or from interest.

E. "Ferry user fees" means the rates and charges required of and collected from any and all users of the ferry system, as established and periodically amended in the Unified Fee Schedule.

Exhibit A

F. "Rate schedule" means the combination of ferry user fees and operational policies affecting the use of the ferry system. (Ord. 2015-034 Exh. A; Ord. 2013-042 Exh. A; Ord. 2012-016 Exh. A; Ord. 2010-054 Exh. A; Ord. 2008-052 Exh. A; Ord. 2008-017 Exh. A; Ord. 2007-001 Exh. A; Ord. 2005-090 Exh. A).

10.34.010 Effective date for ferry user fees.

Ferry user fees are set forth in the Whatcom County Unified Fee Schedule and become effective as set forth in the ordinance adopting or amending such schedule. (Ord. 2015-034 Exh. A; Ord. 2013-042 Exh. A; Ord. 2012-016 Exh. A; Ord. 2010-054 Exh. A; Ord. 2008-052 Exh. A; Ord. 2008-017 Exh. A; Ord. 2007-001 Exh. A; Ord. 2005-090 Exh. A; Ord. 2002-012; Ord. 2001-064; Ord. 93-080 Exh. Q).

10.34.020 Interpretation of rate schedule.

The following provisions should be observed in application of the ferry rate schedule:

- A. Buses, mobile homes, motor homes, fifth wheels in bed of pickup, and trailers including goosenecks are charged by total length. Length includes tongue, hitch, and projections to the rear.
- B. Tow vehicles with trailers shall be charged a combined rate based on total length of the trailer, as defined in subsection A of this section, and weight of the tow vehicle based on the gross vehicle weight of the designation of the vehicle. Heavy machinery that is self-propelled onto the ferry shall be charged at the corresponding vehicle weight.
- C. Special trips are a surcharge in addition to the applicable fare.
- D. A weekly run limited to fuel trucks, charged at the regular rate, shall be scheduled by the public works department and published appropriately.
- E. All trucks shall be charged regular round-trip rates based on gross vehicle weight.
- F. Over-width vehicles or trailers occupying more than one lane shall be charged a 50 percent surcharge. In addition, vehicles towing over-width trailers shall also be charged a 50 percent surcharge.

Exhibit A

- G. Student multi-ride cards shall be sold to full-time post-high school students only. Proof of post-high school enrollment shall be required at time of purchase. No special student discount is available for drivers of vehicles.
- H. Children 12 to under 19 years of age will receive free passenger and pedestrian passage all year round. No special child discount is available for drivers of vehicles.
- I. County employees on official county business shall be exempt from fares. All county employee trips exempt from fares will be tracked, and \$10.00 per trip will be credited toward the fare box recovery rate each year.
- J. During the term of the tidelands lease agreement dated October 24, 2011, lessee (Whatcom County) shall grant free foot and noncommercial passenger vehicle passage upon and across the ferry operated by lessee between Gooseberry Point and Lummi Island to those persons going to Lummi Island for legitimate tribal business who are either enrolled members of the Lummi Nation or employees thereof, and who also present appropriate identification issued by the nation, including Lummi Indian Business Council identification cards or current fishing cards/licenses as issued by the Lummi Nation.
- K. A special needs-based discount is provided for Lummi Island residents who meet the very low income levels set annually by the Department of Housing and Urban Development (HUD). The current year's levels will be posted on the Whatcom County public works ferry web page. The reviewing authority will screen all applicants to determine eligibility. The number of needs-based applications processed annually, regardless of approval, will depend on the constraints of the ferry operations budget for each year. These special needs-based tickets will only be sold at the Whatcom County public works administration building in Bellingham and will require a valid voucher issued from the reviewing authority and valid ID. Eligibility will be reviewed at least annually by the reviewing authority. Forms and procedures will be developed by the Whatcom County public works and the reviewing authority.
- L. Eligibility for a special "senior/disabled" discount is available to all Lummi Island residents who currently hold property tax exemptions or deferral as defined under RCW [84.36.381](#) and [84.38.030](#) and WAC [458-16-020](#) and [458-18-020](#), and as these may be hereafter amended. These special needs-based tickets will only be sold at the Whatcom County public works administration building in Bellingham and will require valid ID.

Exhibit A

M. Multi-ride cards purchased prior to the most current fare change shall be valid until six months after the effective date of the ordinance codified in this chapter. Multi-ride cards purchased at the previous rate rather higher or lower than the new rate will be accepted for use as one punch equals one round trip. No credit or refund will be allowed or issued. These rate changes will take place within 60 calendar days of the adopted date of the ordinance codified in this chapter.

N. All children under the age of 12 years when traveling on the Whatcom County ferry must be accompanied by an adult. An exception to this policy will be made only if the adult parent or guardian signs a waiver exempting Whatcom County from all liabilities for any and all injuries, loss of life, etc., while the child is traveling on the ferry.

O. A capital surcharge of one dollar (\$1.00) shall be collected for all fares except for Student multi-ride cards (WCC 10.34.020 (G)), Special needs-based fares (WCC 10.34.020 (K)), and Special senior/disabled fares (WCC 10.34.020 (L)). The capital surcharge shall be used exclusively for the construction of a new ferry vessel and terminal improvements. (Ord. 2015-034 Exh. A; Ord. 2013-042 Exh. A; Ord. 2012-016 Exh. A; Ord. 2010-054 Exh. A; Ord. 2008-052 Exh. A; Ord. 2008-017 Exh. A; Ord. 2007-001 Exh. A; Ord. 2005-090 Exh. A; Ord. 2002-012; Ord. 2001-064; Ord. 93-080 Exh. Q).

10.34.030 Use of ferry user fee revenues.

Beginning January 1, 2006, a 55 percent fare box recovery rate shall be applied and evaluated continuously from that time forward. An annual review of ferry system services, actual and projected operating costs, and actual and projected revenue from ferry user fees shall occur in order to verify the 55 percent fare box recovery rate is being achieved.

In any given year the actual fare box recovery rate exceeds 55 percent, the excess revenue shall be retained in the ferry system fund and applied only to future operating costs.

In any given year the actual fare box recovery rate is below 55 percent, the difference shall be recovered in a future ferry user fee increase unless there is adequate excess ferry user fee revenue remaining in the ferry system fund collected during prior years.

Beginning January 1, 2007, any interest income or income from state motor vehicle fuel tax for ferry operation will be deducted from the actual operating costs before the actual 55 percent fare box recovery rate is calculated. (Ord. 2015-034 Exh. A; Ord. 2013-042 Exh. A; Ord. 2012-016

Exhibit A

Exh. A; Ord. 2010-054 Exh. A; Ord. 2008-052 Exh. A; Ord. 2008-017 Exh. A; Ord. 2007-001 Exh. A; Ord. 2005-090 Exh. A; Ord. 2002-012; Ord. 2001-064).

Amendment of the 2021 Unified Fee Schedule

UFS#	Description	2020 Rate	Rate Basis	Change or New	2021 Rate	Rate Basis	Authorization
2823	Capital Surcharge	N/A	N/A	New	\$1.00	For all non-exempt trips; Student multi-ride cardd, Special needs- based fares, and Special senior/disabled fares are exempt WCC 10.34	WCC 10.34.020 (O)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-164

File ID:	AB2021-164	Version:	1	Status:	Introduced for Public Hearing
File Created:	03/09/2021	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	03/23/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance imposing an additional sales and use tax of one-tenth of one percent for housing and related services as authorized by RCW 82.14.530 adding a new chapter 3.47 to the Whatcom County Code

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance imposing an additional sales and use tax of one-tenth of one percent for housing and related services as authorized by RCW 82.14.530 adding a new chapter 3.47 to the Whatcom County Code

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/09/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Ordinance

PROPOSED BY: Buchanan, Donovan
DRAFTED By: Executive Sidhu
INTRODUCTION DATE: 03/09/2021

ORDINANCE 2021-xxx

IMPOSING AN ADDITIONAL SALES AND USE TAX OF ONE-TENTH OF ONE PERCENT FOR HOUSING AND RELATED SERVICES AS AUTHORIZED BY RCW 82.14.530; ADDING A NEW CHAPTER 3.47 TO THE WHATCOM COUNTY CODE

WHEREAS, housing affordability, related housing services, and mental and behavioral health facility and service needs throughout the County are well-recognized problems that continue to grow and impact our communities; and

WHEREAS, existing sources of County-wide funding for affordable housing, related services, and mental and behavioral health resources are currently insufficient to meet the needs of all individuals and families experiencing housing cost burdens, displacement, homelessness, and mental and behavioral health issues throughout Whatcom County; and

WHEREAS, investments in affordable housing and related services, and mental and behavioral health facilities and services, 1) provide access to opportunity for low-wage workers and their families, increase mobility from poverty, and foster inclusive communities accessible to all, and 2) help serve those suffering from mental and behavioral health conditions that often contribute an array of unfavorable outcomes impacting the individual and community as a whole; and

WHEREAS, Whatcom County recognizes the urgent need for investments in the production, preservation, and ongoing operation and maintenance of affordable housing and related services as well as the continued development of mental and behavioral health resources throughout Whatcom County; and

WHEREAS, Whatcom County has referenced the Whatcom County Housing Advisory Committee under Whatcom County Code, Section 3.45.060 and the Behavioral Health Advisory Committee as established under Whatcom County Code, Section 3.37.070: and

WHEREAS, the Whatcom County Housing Advisory Committee has been formed through an interlocal agreement among the county and the seven cities and serves in an advisory capacity to Whatcom County issues related to housing and it is the intent of Whatcom County to collaborate and coordinate with the City of Bellingham and the small cities on the utilization of these funds respectively; and

WHEREAS, the Whatcom County Housing Advisory Committee will serve in an advisory capacity to the county executive via the Whatcom County health department for this fund, and in

consultation with the Behavioral Health Advisory Committee for the use of the fund to support mental and behavioral health facilities, operations and services; and

WHEREAS, RCW 82.14.530 authorizes counties to impose an additional sale and use tax of one-tenth of one percent to be used for funding affordable housing, related housing services, and mental and behavioral health facilities and services; and

WHEREAS, pursuant to RCW 82.14.530, the County may impose the additional sales and use tax by County Council ordinance without voter approval;

WHEREAS, the Whatcom County Council has determined that the tax should be imposed and the proceeds used for those purposes authorized in RCW 82.14.530, which include (i) constructing affordable housing and facilities that provide housing-related services; (ii) constructing mental and behavioral health-related facilities; and (iii) funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers, or operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing related services.

NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Code is hereby amended to establish Chapter 3.47, Sales and Use Tax for Housing and Related Services, as outlined in Exhibit A to this ordinance.

This ordinance shall take effect immediately upon its passage and adoption.

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:

WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Satpal Singh Sidhu, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A

Chapter 3.47

SALES AND USE TAX FOR HOUSING AND RELATED SERVICES

Sections

- 3.47.010 Tax imposed.
- 3.47.015 Tax Rate.
- 3.47.020 Administration and collection of tax.
- 3.47.030 Establishment of Fund.
- 3.47.040 Use.
- 3.47.050 Administration of Fund
- 3.47.060 Oversight
- 3.47.070 Effective Date
- 3.47.080 Severability

Section 3.47.010 Sales and Use Tax Imposed.

There is hereby imposed an additional sale and use tax as authorized by RCW 82.14.530 upon every taxable event, as defined in 82.14.020, occurring in Whatcom County. The tax shall be imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to RCW 82.08 and 82.12.

Section 3.47.015 Tax Rate.

The rate of the sales and use tax imposed by this chapter shall be one-tenth of one percent of the selling price, in the case of a sales tax, or the value of the article used, in the case of a use tax.

Section 3.47.020 Administration and collection of tax.

- A. The administration and collection of tax imposed by this chapter shall be in accordance with the provisions of RCW 82.14.050.
- B. The County Executive is authorized to enter into a contract with the Washington State Department of Revenue for the collection and administration of this tax.
- C. The County consents to the inspection of such records as are necessary to qualify the city for inspection of records of the Department of Revenue, pursuant to RCW 82.32.330.

Section 3.47.030 Establishment of an Affordable Housing, Behavioral Health Facilities, and Related Services Program Fund.

There is hereby created the Affordable Housing, Behavioral Health Facilities, and Related Services Program Fund. The Whatcom County Treasurer shall deposit monies collected pursuant to this

chapter in this fund. To the extent permitted by federal, state and local law, the Treasurer may invest the fund balance and interest earned shall be deposited into this fund.

Section 3.47.040 Use of Funds

Moneys collected from the tax shall be used solely for those housing, mental and behavioral health facilities, and related services authorized by RCW 82.14.530, as the same now exists or as hereafter amended.

Section 3.47.050 Administration of Funds

The County Executive shall administer the Affordable Housing, Behavioral Health Facilities, and Related Services Program Fund with the assistance of the Whatcom County Housing Advisory Committee and the Whatcom County Health Department, in accordance with the budgetary process and the Whatcom County administrative policies and state law.

Section 3.47.060 Whatcom County Housing Advisory Committee Oversight

To ensure oversight, implementation and evaluation, the existing Whatcom County Housing Advisory Committee established pursuant to Whatcom County Code, Section 3.45.060, shall serve as the advisory body assigned to recommend to the County Executive and County Council on the use of the Affordable Housing, Behavioral Health Facilities, and Related Services Program Fund. The Whatcom County Housing Advisory Committee will consult with the Behavioral Health Committee, established pursuant to Whatcom County Code, Section 3.37.070, for use of this fund to support mental and behavioral health facilities, operations and services.

The committee will submit an annual report reflecting priorities, strategies and accomplishments related to this funding source, as well as identification of action steps for the coming year. This report will be submitted to the county executive, community partners by the committee and County Council.

Section 3.47.070 Effective Date.

In accordance with the Whatcom County budget cycle, this ordinance shall take effect upon passage. Start date for collection of the tax will be determined by the State Department of Revenue.

Section 3.47.080 Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court, board or tribunal of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-165

File ID:	AB2021-165	Version:	1	Status:	Agenda Ready
File Created:	03/09/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Request for Motion		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request Council approval of the proposed charter for the SWISS (Snohomish, Whatcom, Island, Skagit, and San Juan Counties) group

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The SWISS (Snohomish, Whatcom, Island, Skagit, and San Juan Counties) group has requested each of the five counties approve the proposed charter for the group

HISTORY OF LEGISLATIVE FILE

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

**Snohomish, Whatcom, Island, San Juan and Skagit
(SWISS) Regional Partnership
DRAFT Organizational Charter**

Mission and Purpose

The mission of the SWISS regional partnership is to identify and advance shared priorities that will improve the quality of life of the people who live in the region.

The purpose of SWISS is to:

1. Provide a forum for the discussion and review of issues consistent with the SWISS mission statement, and identify those issues where there is a shared mutual interest;
2. Create a unified, clear, and concise regional voice to our state and federal legislators and governmental agencies;
3. Be an advocate for our region as a whole in dealings with legislative, governmental and private entities upon those issues that the SWISS selects;
4. Assist partner organizations with their legislative advocacy on issues that align with SWISS priorities.

Nothing that SWISS does will interfere with the authorities and responsibilities of each member county or county elected official.

Membership

SWISS members are the elected county executives, and officials comprising the county legislative authority from Snohomish, Whatcom, Island, San Juan and Skagit Counties.

SWISS will work to build coalitions with other regionally significant entities.

All SWISS activities are subject to the Open Public Meetings Act.

Committees

The SWISS members may create ad hoc committees. In order to create an ad hoc committee the members must approve a mission statement and expiration date for the committee.

The Executive Committee will be a standing committee and shall be comprised of seven members including the two county executives (or their staff designees), and the chair of the county council or board of commissioners (or a designee from the council or board). The purpose of the Executive Committee is to develop recommendations for consideration by the entire membership.

Decision Making

Because the SWISS regional partnership is a collaborative effort to identify and make progress on shared regional issues, SWISS will make decisions by consensus. "Consensus" means that everyone actively supports or at least can live with the

decision. SWISS members will strive to solve each other's problems and look for opportunities to find consensus.

Meeting Frequency

SWISS will meet quarterly, unless circumstances necessitate additional meetings. The Executive Committee and ad hoc committees may meet more frequently as is needed.

DRAFT



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-148

File ID:	AB2021-148	Version:	1	Status:	Substitute Introduced
File Created:	02/26/2021	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 3.08 Purchasing System to include nondiscrimination by county contractors

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code 3.08 Purchasing System to include nondiscrimination by county contractors

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/09/2021	Council	SUBSTITUTE INTRODUCED AS AMENDED	Council

Attachments: Proposed ordinance, Substitute Ordinance as amended in 3.9.2021 Committee, Substitute Ordinance-tracked changes as amended in 3.9.2021 Committee, Final Version Introduced on 3.9.2021- tracked changes, Final Version Introduced on 3.9.2021

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE 3.08 (PURCHASING SYSTEM) TO INCLUDE
NONDISCRIMINATION BY COUNTY CONTRACTORS**

WHEREAS, Whatcom County residents value all people without regard to race, color, creed, religion, national origin, sex, sexual orientation, gender identity or expression, age, marital status, neurodiversity, disability, or veteran status; and

WHEREAS, Whatcom County residents entrust the County Council and Executive to procure goods and services with entities that reflect our values; and

WHEREAS, Whatcom County General Conditions Paragraphs 35.1 Non-Discrimination in Employment and 35.2 Non-Discrimination in Client Services have been included in most contracts by practice, but have not been required in all contracts by policy or ordinance; and

WHEREAS, The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate because of a person's race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age (40 or older), disability or genetic information; and

WHEREAS, the Revised Code of Washington Chapter 49.60, establishes the Washington State Human Rights Commission (WSHRC) and its responsibility for administering and enforcing the Washington Law Against Discrimination; and

WHEREAS, Whatcom County seeks to ensure that contractors observe non-discrimination laws in all contracts proposed by the County.

NOW, THEREFORE, BE IT ORDAINED, that the County Code shall hereby be amended to include a new section as detailed in the attached Exhibit A.

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:

**WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON**

Karen Frakes by email 2/26/2021
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A

3.08.125 Nondiscrimination

Whatcom County endeavors to secure for all individuals within the county the freedom from discrimination because of race, color, religion, national origin, gender, sexual orientation (including gender identity), age, marital status, or disability in connection with employment, and thereby to promote the interests, rights and privileges of individuals within the county.

- A. All contracts proposed by County staff shall incorporate equal employment opportunity clauses which shall read as follows, or as subsequently amended to be consistent with existing law:

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 (including gender identity), 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 (including gender identity), 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 (including gender identity), 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.

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 (including gender identity), 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

1 his/her/its receipt any service or services or other benefits provided under this
2 Agreement; or deny an individual or business an opportunity to participate in
3 any program provided by this Agreement.
4

- 5 B. Noncompliance with the non-discrimination in employment and client services
6 provisions will be grounds for terminating a contract and may hinder a contractor's
7 eligibility for future contracts.

ORDINANCE NO. _____

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WHEREAS, Whatcom County residents entrust the County Council and Executive to procure goods and services with entities that reflect our values; and

WHEREAS, Whatcom County General Conditions Paragraphs 35.1 Non-Discrimination in Employment and 35.2 Non-Discrimination in Client Services have been included in most contracts by practice, but have not been required in all contracts by policy or ordinance; and

WHEREAS, The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate because of a person's race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age (40 or older), disability or genetic information; and

WHEREAS, the Revised Code of Washington Chapter 49.60, establishes the Washington State Human Rights Commission (WSHRC) and its responsibility for administering and enforcing the Washington Law Against Discrimination; and

WHEREAS, Whatcom County seeks to ensure that contractors observe non-discrimination laws in all contracts proposed by the County.

NOW, THEREFORE, BE IT ORDAINED, that the County Code shall hereby be amended to include a new section as detailed in the attached Exhibit A.

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:

**WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON**

Karen Frakes by email 2/26/2021
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A

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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.

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The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; 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 unless otherwise allowed by

1 applicable law; or deny an individual or business an opportunity to participate
2 in any program provided by this Agreement unless otherwise allowed by
3 applicable law.
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- 5 B. Noncompliance with the non-discrimination in employment and client services
6 provisions will be grounds for terminating a contract and may hinder a contractor's
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WHEREAS, Whatcom County residents entrust the County Council and Executive to procure goods and services with entities that reflect our values; and

WHEREAS, Whatcom County General Conditions Paragraphs 35.1 Non-Discrimination in Employment and 35.2 Non-Discrimination in Client Services have been included in most contracts by practice, but have not been required in all contracts by policy or ordinance; and

WHEREAS, The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate because of a person's race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age (40 or older), disability or genetic information; and

WHEREAS, the Revised Code of Washington Chapter 49.60, establishes the Washington State Human Rights Commission (WSHRC) and its responsibility for administering and enforcing the Washington Law Against Discrimination; and

WHEREAS, Whatcom County seeks to ensure that contractors observe non-discrimination laws in all contracts proposed by the County.

NOW, THEREFORE, BE IT ORDAINED, that the County Code shall hereby be amended to include a new section as detailed in the attached Exhibit A.

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:

**WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON**

Karen Frakes by email 2/26/2021
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A

3.08.125 Nondiscrimination

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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 (including gender identity), 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.

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1 applicable law; or deny an individual or business an opportunity to participate
2 in any program provided by this Agreement unless otherwise allowed by
3 applicable law.
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- 5 B. Noncompliance with the non-discrimination in employment and client services
6 provisions will be grounds for terminating a contract and may hinder a contractor's
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WHEREAS, The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate because of a person's race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age (40 or older), disability or genetic information; and

WHEREAS, the Revised Code of Washington Chapter 49.60, establishes the Washington State Human Rights Commission (WSHRC) and its responsibility for administering and enforcing the Washington Law Against Discrimination; and

WHEREAS, Whatcom County seeks to ensure that contractors observe non-discrimination laws in all contracts proposed by the County.

NOW, THEREFORE, BE IT ORDAINED, that the County Code shall hereby be amended to include a new section as detailed in the attached Exhibit A.

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:

**WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON**

Karen Frakes by email 2/26/2021
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A

3.08.125 Nondiscrimination

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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 (including gender identity), 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 (including gender identity), age, marital status, disability, political affiliation, 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~~ ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), 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.

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 (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; 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 unless otherwise allowed by

1 applicable law; or deny an individual or business an opportunity to participate
2 in any program provided by this Agreement unless otherwise allowed by
3 applicable law.
4

- 5 B. Noncompliance with the non-discrimination in employment and client services
6 provisions will be grounds for terminating a contract and may hinder a contractor's
7 eligibility for future contracts.

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE 3.08 (PURCHASING SYSTEM) TO INCLUDE
NONDISCRIMINATION BY COUNTY CONTRACTORS**

WHEREAS, Whatcom County residents value all people without regard to race, color, creed, religion, national origin, sex, sexual orientation, gender identity or expression, age, marital status, neurodiversity, disability, political affiliation, or veteran status; and

WHEREAS, Whatcom County residents entrust the County Council and Executive to procure goods and services with entities that reflect our values; and

WHEREAS, Whatcom County General Conditions Paragraphs 35.1 Non-Discrimination in Employment and 35.2 Non-Discrimination in Client Services have been included in most contracts by practice, but have not been required in all contracts by policy or ordinance; and

WHEREAS, The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate because of a person's race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age (40 or older), disability or genetic information; and

WHEREAS, the Revised Code of Washington Chapter 49.60, establishes the Washington State Human Rights Commission (WSHRC) and its responsibility for administering and enforcing the Washington Law Against Discrimination; and

WHEREAS, Whatcom County seeks to ensure that contractors observe non-discrimination laws in all contracts proposed by the County.

NOW, THEREFORE, BE IT ORDAINED, that the County Code shall hereby be amended to include a new section as detailed in the attached Exhibit A.

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:

**WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON**

Karen Frakes by email 2/26/2021
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A

3.08.125 Nondiscrimination

Whatcom County endeavors to secure for all individuals within the county the freedom from discrimination because of race, color, religion, national origin, gender, sexual orientation (including gender identity), age, marital status, or disability in connection with employment, and thereby to promote the interests, rights and privileges of individuals within the county.

- A. All contracts proposed by County staff shall incorporate equal employment opportunity clauses which shall read as follows, or as subsequently amended to be consistent with existing law:

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 (including gender identity), 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 (including gender identity), age, marital status, disability, political affiliation, 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 ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), 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.

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 (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; 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 unless otherwise allowed by

1 applicable law; or deny an individual or business an opportunity to participate
2 in any program provided by this Agreement unless otherwise allowed by
3 applicable law.
4

- 5 B. Noncompliance with the non-discrimination in employment and client services
6 provisions will be grounds for terminating a contract and may hinder a contractor's
7 eligibility for future contracts.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-167

File ID:	AB2021-167	Version:	1	Status:	Agenda Ready
File Created:	03/10/2021	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's reappointment of Megan Porter and new appointment of Dana Weber to the Developmental Disabilities Advisory Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memorandum and applications

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Applications

WHATCOM COUNTY
Health Department



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

March 5, 2021

TO: Satpal Sidhu, County Executive

FROM: Jessica Lee, Program Specialist, Developmental Disabilities

RE: Nomination for Initial Appointment to the Developmental Disabilities Advisory Board

*Please appoint
both candidates
Satpal*

I am pleased to recommend **Dana Weber** for initial appointment to the Developmental Disabilities Advisory Board. (DDAB) The DDAB nominating committee recommended his nomination on 3/5/21

Dana brings a valuable perspective as the adult sibling of a brother with disabilities as well as an employer who has hired and supervised individuals with disabilities. His past board experience includes membership with the Boys and Girls Club as well as the Whatcom County Tourism and Lodging Association boards. Described as patient and easy going he is particularly interested in ensuring that all individuals have equal access to opportunities in the community.

I am also pleased to recommend the re-appointment **Megen Porter** to the DDAB. Megen is the parent of a child with developmental disabilities and former co-chair of the Bellingham School District Special Education Parent Advisory Committee. (SEPAC) Her references describe her as curious, determined and innovative and particularly value her problem-solving skills.

As you can see, both Dana and Megen provide valuable expertise in areas that will assist the Board in its work improving the lives of people with developmental disabilities. Thank you for considering these nominations for appointment.





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	Dana
Last Name	Weber
Today's Date	2/4/2021
Street Address	1660 Sapphire Trail
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	2066612765
Secondary Telephone	Field not completed.
Email Address	d.e.weber80@gmail.com
1. Name of Board or Committee	Developmental Disabilities Board
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Dana-Weber Resume 2.pdf - attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am currently the General Manager of the Best Western Plus Bellingham and Fox Hall. There i oversee a team of 20 for a 132 room hotel and conference center. One of our staff members is developmentally disabled and I am a strong advocate of developmental disability rights as my brother is autistic. I am also heavily involved with the local lodging community as the President of the Bellingham Whatcom County Lodging Association, serving on the Bellingham Whatcom County Tourism Board as secretary and serve on the Hospitality program advisory board for Whatcom Community College. I also formally served on the Whatcom Young Professionals board, serving as primary chair in 2019. I have now lived/worked in Whatcom County for 15 years and am dedicated to grow in the community and see it thrive!

10. Please describe why you're interested in serving on this board or commission

My brother is autistic and as I said before Developmental Disability rights are a high priority for me. He means the world to me and I want to give back and help him and other people like him thrive in this community.

References (please include daytime telephone number):

Tracy Weber 206-724-3274
Eric Hamerski 360-927-1072
Carolyn Gill 360-303-5464

Signature of applicant:

Dana Weber

Place Signed / Submitted

Bellingham, WA

DANA WEBER

General Manager with Best Western and Marriott Managerial Experience

Bellingham, WA 98226

d.e.weber80@gmail.com

206-661-2765

I have over 19 years experience in hotel operations and management and I am heavily involved in the community. I have worked up and down the I-5 corridor from Seattle to Burlington and most recently Bellingham. Currently, I manage the Best Western Plus at the Bellingham Airport where we have guest service scores in the top 10% of the brand and I have led the hotel to increase in revenue by more than 40% in it's first year as a Best Western Plus. At this same hotel, I oversaw a multi million dollar renovation and brand transition from independent to Best Western. In addition to my vast operations experience, I have led teams through and managed the logistics of multiple renovations at other hotels. I have also been the opening Front Office Manager for a full service hotel in Seattle and led a full service hotel as Assistant General Manager through a brand change from Best Western Plus to Four Points by Sheraton. I am ready to take the next step in my career and use my vast knowledge of P&L management, customer service management and operation management to further your organization.

Willing to relocate: Anywhere

Authorized to work in the US for any employer



WORK EXPERIENCE

General Manager

Best Western Plus Bellingham Airport Hotel - Bellingham, WA

April 2018 to Present

Bellingham, WA Apr 2018-Current

General Manager Providence Hospitality Partners

- Select Service hotel with 132 rooms and 4,000 square foot separate meeting space called Fox Hall
- Winner of September 2020 Best Western District 2 We Care Clean Award for Outstanding COVID 19 actions
- Instituted new policies after COVID 19 crisis began in March 2020.
- Manage staff of 25 team members
- Oversaw hotel through multi million renovation and brand transition from independent Hotel Bellingham to Best Western Plus.
- Hotel has consistently had strong guest service scores in the top 10% of the brand. Won highest guest service score award for Quarter 3 2019 of all Best Western Plus Hotels in District 2
- Hotel scored Outstanding in most recent QA inspection.
- After brand transition, hotel saw 40% increase in revenue from independent status.
- HR representative for hotel
- Handle all Accounts Payable and Receivable.
- Manage monthly and daily P&L Manager to ensure highest profitability.

Assistant General Manager/Revenue Manager

Four Points by Sheraton Bellingham - Bellingham, WA

March 2014 to April 2018

Bellingham, WA Mar 2014 - Current

Assistant General Manager/Revenue Manager Providence Hospitality Partners

- Full service hotel with 132 rooms, 2 restaurants and 11,000 sq. ft. of function space
- Manage staff of approximately 40 front desk, housekeeping and maintenance associates
- Assisted General Manager & Project Manager through \$5 million full property renovation project and brand conversion process
- Daily revenue management reviewing rate reports and trends.
- During tenure hotel saw record one night revenue record with ADR's above \$200
- Run weekly yield management; Attend weekly staff meetings and executive committee meetings
- Provide forecasting for hotel (14, 30, 60 and 90 Day) - consistently accurate to 1-3% off actuals
- Maintain 115 ADR index on weekly STR during hotel's full operation.
- Run monthly Safety Meetings, serve as Vice-Chair
- Attend Quarterly Bellingham/Whatcom County Lodging Forums; act as liaison with Tourism board

General Manager

Fairfield Inn & Suites by Marriott - Burlington, WA

September 2013 to March 2014

Innsight Hotel Management Company

- Select service, 78 room hotel
- Team of 30 employees
- Oversaw room and property renovation project
- Active with Skagit Valley Chamber of Commerce

Director of Operations/Revenue Manager

Best Western Plus, Lakeway Inn & Conference Center - Bellingham, WA

March 2012 to September 2013

Providence Hospitality Partners

- Full service hotel with 132 rooms, 2 restaurants and 11,000 sq. ft. of function space
- Responsible for rooms departments: front office, housekeeping and maintenance

Assistant General Manager

Best Western Plus - Seattle, WA

September 2011 to March 2012

Clise Hotels

- Full Service hotel with 121 rooms, 1 restaurant and 6,000 sq. ft. of function space
- Responsible for rooms & food and beverage departments - 35 total employees
- Raised hotel ranking on TripAdvisor from #62 to #31 in less than 6 months
- Laid off when company condensed Seattle area properties

Rooms Division Manager/Revenue Manager

Best Western Plus, Lakeway Inn & Conference Center - Bellingham, WA

January 2006 to September 2011

Bellingham, WA Jan 2006 - Sep 2011

Providence Hospitality Partners

Rooms Division Manager/Revenue Manager

Mar 2010 - Sep 2011

Front Office Manager/Revenue Manager

Best Western Plus, Lakeway Inn & Conference Center

January 2006 to March 2010

Full service hotel with 132 rooms, 2 restaurants and 11,000 sq. ft. of function space

Front Office Manager

Silver Cloud Hotels - Seattle, WA

September 2003 to June 2005

Full service hotel with 179 rooms and restaurant

- Part of preopening team - hotel opened December 2003
- Oversight of 15 employees
- Responsible for revenue management

Front Desk Agent & Supervisor

Silver Cloud Hotels - Seattle, WA

April 2001 to September 2003

OTHER

- CPR/First Aid/AED Certified through October 2016
- Knowledge with multiple Property Management Systems including NOVA PLUS - MSI, FOSSE, RDP, Innfinity, Galaxy Lightspeed
- Certified Starwood Starguest Champion
- Class 12/13 Liquor License
- Food Handlers Permit
- Level 1 GM Certification through Best Western International
- ServSafe Certified through January 2019



EDUCATION

AA in Hospitality & Tourism Management

Highline Community College

2005



SKILLS

- **Revenue Management (10+ years)**
- **Hotel Management (10+ years)**
- **Forecasting (10+ years)**
- **Guest Services (10+ years)**
- **Office Management (10+ years)**
- **Profit & Loss (9 years)**
- **Management (10+ years)**
- **P&L Management (9 years)**
- **Payroll (10+ years)**
- **Pricing (10+ years)**
- **Operations Management (10+ years)**
- **Financial Report Writing (9 years)**



LINKS

<https://www.linkedin.com/in/danaweberhotel>



AWARDS

Highest Guest Service Score Award for all Best Western Plus Hotels in District 2

October 2019

Highest overall service and guest experience score for all of Best Western District 2 Best Western Plus Hotels in Q3 2019.

Best Western We Care Clean Award for District 2

September 2020

Award for outstanding preparations taken to keep guests safe during the COVID 19 crisis.



CERTIFICATIONS AND LICENSES

Best Western Certified General Manager

December 2018 to Present

Travelled to Phoenix, AZ and went through certification program for Best Western Hotels and Resorts.



GROUPS

Bellingham Whatcom County Tourism Board- Secretary

January 2019 to Present

Part of 12 member board helping promote and increase the tourism and associated businesses throughout Whatcom County.

President of Bellingham Whatcom County Lodging Association

January 2019 to Present

Oversee newly formed Lodging Association in 2019. Started first year as Secretary, moved to President in 2020. Help promote tourism and be organization to create lodging group to better all hotels for Whatcom County.

Whatcom Young Professionals Advisory Council Board

January 2016 to December 2019

Part of 12 member group organizing young professionals in Whatcom County through fun activities and networking events. Division of Bellingham Chamber of Commerce. Worked my way up to Vice Chair in 2018 and Principal Chair in 2019.

Advisory Board Member for Whatcom Community College Hospitality Tourism Program

September 2016 to Present

Help guide program at Whatcom Community College to better our young hospitality and tourism leaders!



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	Ms.
First Name	Megen
Last Name	Porter
Today's Date	3/5/2021
Street Address	223 Ashley Street
City	Bellingham
Zip	WA
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	360-441-1994
Secondary Telephone	360-820-3333
Email Address	Megenporter79@gmail.com
1. Name of Board or Committee	Developmental Disabilities Board
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 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?	Yes
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	2018-present
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Paralegal, housing
10. Please describe why you're interested in serving on this board or commission	Parent of disabled student
References (please include daytime telephone number):	<i>Field not completed.</i>
Signature of applicant:	Megen Porter
Place Signed / Submitted	Bellingham, wa



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-175

File ID:	AB2021-175	Version:	1	Status:	Agenda Ready
File Created:	03/11/2021	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointment of Nadine Kaaland to the Public Defense Advisory Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

WCC Section 2.09.090, subsection D allows for the appointment of one nonlawyer by the county executive. See application provided.

HISTORY OF LEGISLATIVE FILE

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



MAR 10 2021

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

WHATCOM COUNTY
EXECUTIVE'S OFFICE

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Nadine Kaaland Date: 3/9/21
Street Address: 133 Northshore Drive
City: Bellingham Wash Zip Code: 98226
Mailing Address (if different from street address): PO Box 550 98227
Day Telephone: _____ Evening Telephone: _____ Cell Phone: 360 393 0563
E-mail address: nkaaland@yahoo.com

- Name of board or committee-please see reverse: Public Defenders Advisory
- You must specify which position you are applying for.
Please refer to vacancy list.
- 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: _____
- 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? _____ not sure (☒) yes () no
If yes, please explain: I have a consultant contract with Head Start
- 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.
see attached sheet

- Please describe why you're interested in serving on this board or commission: _____
see attached sheet

References (please include daytime telephone number): Heidi Axford 360 6282
Kris Tussey 206 935-4439

Signature of applicant: Nadine Kaaland

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10. I am a semi-retired Clinical Social Worker. My private practice served individuals, families and children. I provided expert testimony on sexual assault dynamics and recovery stages. I also served on the sexual assault team for several years. I currently have a professional consulting contract with the Head Start Program providing assessment and support to families and children. I have served previously on the Whatcom County Park Board.

11. I would be interested in serving as a means to strengthening our community, supporting the legal system and supporting the adults in the system. I know that a high percentage of the adults and adolescents entering the system struggle with early trauma experiences.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-176

File ID:	AB2021-176	Version:	1	Status:	Agenda Ready
File Created:	03/11/2021	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointment of Kathryn Ketteridge to the Marine Resources Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See application and staff memorandum

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Recommendation, Ketteridge Application

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Jon Hutchings
Director



RECEIVED


MAR 10 2021

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

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

TO: The Honorable Satpal Singh Sidhu, County Executive

THROUGH: Jon Hutchings, Director

FROM: Gary S. Stoyka, Natural Resources Manager 
Austin Rose, Planner I

RE: Marine Resources Committee appointment recommendations

DATE: March 9, 2021

*His Appoint.
ss.*

There is currently one vacancy on the Marine Resources Committee (MRC) for a Citizen-at-Large position. This position became vacant February 12, 2021, due to the resignation of Ms. Kristin Murray from the MRC. It was decided at a previous MRC meeting by the full committee that the MRC Executive Subcommittee would serve as a "Nominations" committee by reviewing applications and submitting recommendations. The Executive Subcommittee reviewed applications on file from 2019 and finalized their recommendation through e-mail correspondence.

The MRC recommends the appointment of Ms. Kathryn Ketteridge to represent a Citizen-at-Large interest to the MRC. Ms. Ketteridge has extensive experience with marine focused research and projects and a coastal engineering background. Her technical expertise will be a valuable contribution to the MRC's work on conserving and restoring the local marine environment. Ms. Ketteridge has verbalized that she is available to volunteer necessary time to participate in MRC projects and interests.

If you have any questions regarding this recommendation, please contact Austin Rose at extension 6286



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	<i>Field not completed.</i>
First Name	Kathryn
Last Name	Ketteridge
Today's Date	10/13/2019
Street Address	1504 24th Street
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	360-319-8069
Secondary Telephone	<i>Field not completed.</i>
Email Address	ketteridge.coastal@gmail.com
1. Name of Board or Committee	Marine Resource Committee
Marine Resource Committee Position:	Relevant Scientific Experience
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I work for Anchor QEA, which has in the past done some work for Whatcom County. I do not personally do any work for Whatcom County at this time.
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<u>Ketteridge Kathryn resume 8 3019.pdf</u> - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am a senior managing coastal engineer with Anchor QEA at present. I have about 20 years of experience in that field; working in academic, non-profit, and consulting environments. I have a B.S. in Civil Engineering and a M.E. and Ph.D. in Ocean Engineering. I am serving currently on the ASCE Sea Level Change Subcommittee and will be a primary author on the guidance document being developed by that group (geared towards resiliency design guidance for ports). I have been involved in marine focused research and projects on the Atlantic, Pacific, and Gulf Coasts, and have focused on the Puget Sound area for the last decade. I have been in Bellingham since 2008.
10. Please describe why you're interested in serving on this board or commission	I am passionate about conserving and restoring the marine environment. Based on 20 years of experience working in the coastal science/engineering field, I have a practical understanding of how our marine resources are used and valued by governmental entities, industry, tribes, and the general public (and many others). These uses and values are often contrary to each other, and it is challenging to find the right balance to ensure that these resources will be around when my children are my age. My kids are now older (two off to college, one in high school), and I have more time to focus on giving back to my community. I value and admire the work conducted by the MRC, and feel that my technical background could be of value to the group. Thank you for your consideration.
References (please include daytime telephone number):	John Blum (retired) 360--220-0694 Jen Allen (Port of Bellingham) 360-920-6578 Paul Schlenger (ESA, SRFB Technical Review) 206-601-1405 Jessica Cote (Blue Coast Engineering) 425-218-4503
Signature of applicant:	Kathy Ketteridge
Place Signed / Submitted	Bellingham, WA

KATHRYN E. KETTERIDGE, PH.D., P.E.

1504 24th Street, Bellingham, WA 98225

(360) 319-8069

kketteridge@gmail.com

Professional Profile

Dr. Ketteridge has more than 18 years of experience in management, analysis and design of a wide variety of hydraulic/coastal engineering, restoration, enhancement, and development projects on the East, West, and Gulf coasts. She has managed projects from stakeholder and public visioning and conceptual design through construction. She brings focused and proven technical proficiency to the team in the areas of numerical modeling of tidal hydrodynamics, wave transformation and sediment transport, development of coastal design criteria, design of hard and soft (with nature) shoreline protection, dredging and dredged material management, and impacts of climate change on project implementation and sustainability. She currently manages office of 27 diverse engineers and scientists and is the coastal engineering technical lead for the west coast at her current company. She has also taught undergraduate and graduate courses at Stevens Institute of Technology (where she is an alumna) in fluid dynamics and general and dynamic oceanography.

Areas of Expertise

- Project management for multi-disciplinary scientific/feasibility studies and engineering design projects.
- Sea level rise and future flooding evaluations, including development of adaptive management strategies for proposed civil works.
- Dredge prism/remedial cap design for contaminated and maintained dredging works.
- Hydrodynamic (1D, 2D, and 3D) and sediment transport modeling (including littoral drift) for feasibility studies and engineering design projects.
- Large and small team management and oversight
- Wave transformation modeling, including combined wave and tidal current modeling.
- Wave loads and scour for structures.
- Sediment transport and sedimentation evaluations, including geochronological and sedflume cores studies.
- Propeller wash velocity modeling and associated scour evaluation.
- Full design through construction for breakwaters, revetments, shoreline restoration and dredging works.

Professional Experience

Anchor QEA, (Bellingham, WA), May 2018 to Present

Senior Managing Engineer, Senior Associate, Bellingham Office Lead

- Senior Associate with company and Bellingham Office Lead.
- Technical lead for coastal/ocean engineering for the west coast. Technical and marketing lead for sea level rise evaluation/adaptation for the pacific northwest region.
- Project management of interdisciplinary planning, engineering, and modeling projects, including client, subcontractor, stakeholder and community.
- Design engineer for coastal protection structures, in-water engineered caps, dredging, and coastal and estuarine restoration works.

Confluence Environmental Company (Bellingham, WA), April 2017 to April 2018

Principal Coastal Engineer

- Principal of company leading strategic planning, marketing and project management of coastal engineering, hydraulic modeling, and restoration market sector and projects.

- Project management of interdisciplinary planning, engineering, and modeling projects, including client, subcontractor, stakeholder and community engagement as needed for project success.
- Technical project work, including data collection, modeling, engineering design (calculations, drawings, specifications).

Anchor QEA, (Bellingham, WA), February 2008 to April 2017

Senior Managing Engineer, Associate

- Associate with company. Technical lead for coastal/ocean engineering practice for the west coast. Technical lead for sea level rise evaluation/adaptation company wide.
- Project management of interdisciplinary planning, engineering, and modeling projects, including client, subcontractor, stakeholder and community
- Technical engineering work, including data collection, modeling, and engineering design (calculations, drawings, specifications).
- Technical work on in-water remediation projects, including task management for SFR/FS process, development of physical conceptual site models, hydrodynamic and sediment transport modeling, recontamination evaluations, and dredge/cap design.

PBS&J, (Tampa, FL), June 2004 to January 2008

Project Manager

- Senior member of the coastal and waterfront group, responsible for marketing and project management of coastal engineering, hydraulic modeling, and restoration projects primarily in Florida and the Gulf region.
- Project management of coastal engineering projects, including breakwater design, dredging, port master planning, and shoreline stabilization work.
- Technical project work, including data collection, modeling, and engineering design (calculations, drawings, specifications).

Han-Padron Associates, (New York, NY), March 2002 to October 2003

Senior Coastal Engineer

- Technical lead for coastal engineering sub-group responsible for developing coastal/ocean engineering design criteria for port structures and design of breakwaters/revetments.
- Performing technical project work, including data collection, modeling, and engineering design (calculations, drawings, specifications).

Stevens Institute of Technology, (Hoboken, NJ), September 1997 to September 2001

Research Assistant, Post-Doctoral Researcher, and Adjunct Professor

- Fully-funded PhD student and research assistant in the Department of Civil, Environmental and Ocean Engineering. Conducted research on beach processes in the field and conducted physical model studies as part of coastal engineering and naval architecture research work. Taught undergraduate level course in Water Resources.
- Post-Doctoral Researcher; funding for one-year experiment to evaluate the impacts of particle size distribution of suspended sediment on turbidity and suspended sediment concentrations as measured by optical backscatter (OBS) instruments.
- Adjunct Professor; taught two graduate level classes (1) Oceanography for Engineers and (2) Dynamic Oceanography

Education, Licensure, and Professional Organizations

- Stevens Institute of Technology, Ph.D., Ocean Engineering, 2001
 - Dissertation: *A laboratory study of suspended sediment dynamics under waves for non-uniform sands*. (GPA 4.0)
- Stevens Institute of Technology, M.E., Ocean Engineering, 1997
 - Thesis: *Impacts of permeability on beach profile change under waves*. (GPA 3.9)
- University of Maryland, B.S., Civil Engineering (water resources concentration), 1993
- Professional Engineer:
 - State of Washington, #52805
 - State of Florida, #63094
- Professional Organizations:
 - ASCE/COPRI (member) and ASCE Sea Level Change Subcommittee (participating member)
 - Washington Coastal Hazards Resilience Network (member)
 - NFWF Coastal Resilience Fund (technical review for 2018 grant cycle)

College Courses Taught

Stevens Institute of Technology

- *Undergraduate Level Fluid Mechanics (CE 342, Lecture and Study Sessions)*
 - Course Description from Catalog: Fluid properties: fluid statics, stability of floating bodies, conservation of mass, Euler and Bernoulli equations, impulse-momentum, principle, laminar and turbulent flow, dimensional analysis and model testing, analysis of flow in pipes, open channel flow, hydrodynamic lift and drag. Practical civil engineering applications are stressed.
 - Role: Assisted professor with the course by preparing lecture notes, giving select lecture sessions and leading study sessions. Graded homework and exams.
- *Graduate Level Oceanography (OE 589)*
 - Course Description from Catalog: Geophysical description of the earth; the extent, shape, and structure of ocean basins; relief of the sea floor; chemistry of sea water; geochemical balances; physical properties of water and sea water; solar and terrestrial radiation; evaporation and precipitation over the oceans; dissolved gases in sea water; distribution of variables; and general oceanic circulation.
 - Role: Adjunct Professor for the class. Responsible for developing all class materials, including lecture notes and presentations, homework assignments and exams. Conducted all lecture sessions and grading of assignments and exams. Developed and implemented a semester-long study project to track sailors in the Volvo around the world sailing race to assist students with an understanding of real-world applications to what we were learning in class (i.e. ocean currents, wind waves, etc.). Developed grading system and assigned final grades.
- *Graduate Level Dynamic Oceanography (OE 633)*
 - Course Description from Catalog: Gravity and rotation of earth, continuity considerations, dynamic equations of motion, gradient currents, stationary accelerated currents, turbulence, analysis of temperature-salinity diagrams, internal friction and modification of geostrophic currents, wind-driven currents, and horizontal circulation of wind-driven current.
 - Role: Adjunct Professor for the class. Responsible for developing all class materials, including lecture notes and presentations, homework assignments and exams. Conducted all lecture sessions and grading of assignments and exams. Developed grading system and assigned final grades.

ATTACHMENT 1: Representative Project Experience

COASTAL ENGINEERING IN SUPPORT OF REMEDIATION PROJECTS:

Whatcom Waterway Cleanup and Marina Development, Port of Bellingham, Bellingham, WA. *Senior Engineer/Task Manager.* Responsible for coordination of coastal engineering tasks for the project, which included wave and current modeling, sediment transport and stability evaluation, dredge prism design, remediation of an existing berm breakwater, and design assistance for a system of new concrete floats. Assisted with the development and analysis of a field data collection program to collect wave and current data in Whatcom Waterway, as well as one location within Bellingham Bay, to support modeling calibration and development of wave design criteria in the Waterway. Developed design criteria, including analysis of mooring loads, for a concrete float system within the Waterway. Conducted hazards and adaptive design evaluation for proposed alternatives due to sea level rise and tsunami risk.

East Waterway Supplemental Remedial Investigation/ Feasibility Study (RI/FS), Port of Seattle, Seattle, WA. *Task Manager and Technical Lead for the STE.* Evaluated the Sediment Transport Evaluation (STE) efforts for the supplemental RI/FS for the East Waterway. The project involves assessing and modeling the hydrodynamics and sediment transport processes within the East Waterway, including contributions from stormwater and CSOs that discharge into the waterway. Responsible for coordinating all numerical modeling and field data collection efforts in support of the STE, including communication with stakeholders and agencies.

Esquimalt Harbour Remediation Project Sedimentation Evaluation, Public Works Canada, Victoria, British Columbia. *Senior Coastal Engineer.* Developed a geochronological sediment core sampling plan for Esquimalt Harbour to estimate net sedimentation rates in the harbor. Seven locations for geochronological core sampling were identified based on surface sediment gradations and known vessel operations in the harbor. Core locations were targeted in areas where sediment deposition was expected to occur with minimal disturbance due to propeller wash from vessels. Analyzed the data collected from the geochronological cores to estimate net sedimentation rate due to both Cesium 137 and Lead 210 data for each individual core, as well as harborwide averages of net sedimentation rate.

Victoria Harbour Hydrodynamic and Sediment Transport Modeling, Public Works Canada, Victoria, British Columbia. *Task Manager and Senior Coastal Engineer.* Responsible for developing and implementing a three-dimensional hydrodynamic model (EFDC) and sediment transport model (SEDZLI) for Victoria Harbour. The purpose of the modeling effort was to track potential sediment sources to the harbor from various stormwater and groundwater inputs. In addition, coordinated and managed water quality sampling activities in the harbor as part of the data collection and modeling effort for the project.

COASTAL ENGINEERING IN SUPPORT OF PORT AND INFRASTRUCTURE PROJECTS:

Terminal 5 West Waterway Metocean Evaluation, FOSS Maritime Company, Seattle, WA. *Project Manager/Lead Coastal Engineer.* Assisted with a due diligence evaluation to develop metocean information (currents, sustained wind, wind gust, and wind-wave) in the West Waterway (WW) as needed for preliminary design of a proposed berth at Terminal 5, including design for vessels with significant height. Leveraged existing hydrodynamic model results to conduct a feasibility-level evaluation of peak currents in the WW, developed predictions of extreme winds in the project area, and conducted an evaluation of wind-wave conditions.

Hydrodynamic Loads, Container Crane, Gulfport, MS. *Lead Coastal Engineer.* To inform design of tie-downs for a proposed dock-side crane, provided hydrodynamic (wave and current) loads to the Container Crane design team consistent with the 100-year return event analysis used for a prior design effort.

Loading calculations completed included: (1) breaking wave and surge current loads based on the 25-yr, 50-yr, and 100-yr return period storm event design, (2) wave uplift loads based on the same storm events, (3) buoyancy force on the crane based on elevated water levels associated with storm surge, and (4) combinations of loads representative of expected conditions during storm events at the site. Contributed to technical memorandum that summarized the load calculations.

Performance Evaluation of Coastal Armoring Structures in the State of Florida during the 2004 Hurricane Season, Florida Department of Environmental Protection (FDEP), Statewide throughout FL. Senior Coastal Engineer. Responsible for a statewide evaluation of hurricane-induced damages to coastal protection structures during the 2004 hurricane season. The effort included compilation and review of existing data, surface modeling from pre- and post-storm LIDAR, development of GIS database for delivery to the FDEP, and comparison of actual damages to accepted engineering methods for design of coastal protection structures. The final deliverable to the FDEP included a ranking system to be used for future post-hurricane inspections by the agency.

Leeway Sailing Center Coastal Hazards Analysis, City of Long Beach, Long Beach, California. Lead Coastal Engineer. Responsible for conducting an existing and future coastal hazards analysis for the Leeway Sailing Center located in Long Beach, California. The work was to support proposed renovations to the buildings and fixed piers located at that project site. The work included developing exposure information for the project site and vicinity, including estimates of winds, waves and water levels to evaluate present day and future coastal hazards that could impact the facility and surrounding areas. Impacts due to sea level rise estimates; combined with storm flooding, for the years 2050 and 2064 (the end of the design life for the structures) and 2100 (as an extreme case) were evaluated following guidance developed by the California Coastal Commission. Vulnerability assessment was completed for the combination of storm and sea level rise impacts for present day and future conditions for site and upland infrastructure and site and adjacent shorelines. An adaptation plan was also developed for the facility for long-term management of the site based on sea level rise estimates at 2064 and 2100.

University of California – Irvine (UCI), Rowing Center Coastal Hazards Analysis, Newtown Beach, CA. Senior Coastal Engineer. Responsible for conducting an existing and future coastal hazards analysis for UCI's rowing center. Impacts due to sea level rise estimates for the years 2039 (the end of design life for the deck) were evaluated following guidance developed by the California Coastal Commission (CCC). The methods and format of this evaluation have been well received by the CCC as responsive to their requirements, and have been recommended by the CCC to other permit applicants. The work included developing exposure information for the project site and vicinity, including estimates of winds, waves, and water levels to evaluate present-day and future coastal hazards that could impact the facility and surrounding areas. A vulnerability assessment was completed for the combination of storm and sea level rise impacts for present-day and future conditions for site and upland infrastructure and site and adjacent shorelines. An adaptation and monitoring plan was developed for years beyond 2039.

Martinez Ferry Terminal Feasibility Evaluation, WETA (with KPFF), CA. Project Manager/Lead Coastal Engineer. As project manager and lead coastal engineer, Dr. Ketteridge was responsible for developing and implementing a 2-D wave model to evaluate breakwater design alternatives to protect a proposed new passenger ferry terminal at Martinez, CA. Work included compilation and evaluation of available metocean data, analyses of operational and extreme wave climates, development and implementation of a wave transformation model, development of design criteria for float and gangway design, and design of breakwater concepts. Additional work included conceptual level navigation channel and dredge prism design, analysis of dredge disposal alternatives and sedimentation issues, and costing support.

Lummi Island Quarry Remediation and Restoration, Lummi Island, Washington. *Project Manager/Lead Coastal Engineer.* The project was funded through a Rose Foundation Grant provided to the Northwest Straits Foundation and Lummi Island Heritage Trust to develop a mine reclamation and restoration plan for the abandoned Lummi Island Quarry. Work on the project included site reconnaissance, development of workable reclamation plan with WA DNR, development of a 30% design level integrated reclamation/restoration plan, passive park design, and facilitation of public and stakeholder meetings to develop consensus for future work.

Coastal Engineering Evaluation of Existing Seawall, City of Homer, Homer, Alaska. *Senior Coastal Engineer.* Was responsible for evaluation of an existing Seawall built along the north-western shores of Kachemak Bay in the city of Holmer, Alaska. The project included analyses of the extreme wind/wave climate at the site and associated seaward erosion and structural damage to the seawall due to numerous high water level and wave events. Suggestions for improvements to the current seawall design were also included in the final evaluation.

West Shore Lake Pontchartrain Proposed Levee Evaluation, U.S. Army Corps of Engineers (Corps) New Orleans District, New Orleans, LA. *Senior Engineer.* Responsible for the coastal engineering evaluation of a proposed new levee for the St. John the Baptist parish located along the western shore of Lake Pontchartrain. The evaluation included review of Corps ADCIRC modeling of hurricane surge for the area and development of analytical procedures to determine propagation of waves across the flooded marshlands and wave overtopping design criteria along the entire length of the proposed levee project.

Caloosahatchee River Bridge Expansion – Bridge Hydraulic Report, Florida Department of Transportation, FL. *Senior Numerical Modeler/Senior Engineer.* Responsible for the plan, design, and implementation of a numerical modeling scheme to estimate river and floodplain hydraulics along Interstate 75 for the 100- and 500-year return period flood events (both from hurricane surge and riverine flows). The results of this model were used to predict scour at the bridge piling for these extreme events. Planned and managed a field data collection effort in support of the modeling, including field measurements of water surface elevation and currents. The model utilized for the project was the two-dimensional finite element model FESWMS.

COASTAL ENGINEERING PROJECTS IN SUPPORT OF RESTORATION WORK:

Otter Point Restoration Project, Columbia River Estuary Study Taskforce, Lewis and Clark River, OR. *Tidal Modeling Lead.* Responsible for conducting tidal hydrodynamic analysis and modeling. Specific objectives for the Otter Point Restoration project included: (1) restore floodplain connectivity, (2) increase in-stream salmon habitat through this connectivity, and (3) enhance riparian conditions through native plantings. A two-dimensional model (RMA2) was utilized to determine tidal inundation and flow velocities within the project area for existing conditions and for proposed restoration alternatives.

T-117 Habitat Restoration Project, Zero-Rise Analysis, Port of Seattle, Seattle, WA. *Senior Coastal Engineer/Tidal Modeler.* Provided coastal engineering services and tidal hydrodynamic modeling to complete a zero-rise analysis for the lower Duwamish River in support of restoration work at T-117. Work included revising the existing FEMA Hec-Ras model for the Duwamish River at the site location to reflect proposed conditions, model simulations, and determination of zero-rise in the Duwamish River due to proposed work. Dr. Ketteridge coordinated directly with King County to obtain approval of the zero-rise study to facilitate project permitting.

Keyport Lagoon Restoration, U.S. Navy, Naval Base Kitsap, Keyport, WA. *Project Manager/Senior Coastal Engineer.* Responsible for developing two-dimensional tidal circulation and wave models to evaluate the performance of proposed ecological restoration alternatives to restore the lagoon to a tidal estuary. Also

developed marine design criteria for the proposed new bridge to be built across the new inlet (post-restoration). Work included wind-wave hindcasting, an evaluation of design storm parameters and associated wave loads, and shoreline protection requirements for the various project elements. Scour analysis in the nearshore area and in the lagoon after the project were also evaluated. Design plans were developed for the preferred alternative for the 30 percent design level.

Nearshore Restoration at Snohomish County Shoreline Sites, Snohomish County Public Works Surface Water Management, Snohomish County, WA. *Project Manager/Senior Coastal Engineer.* Responsible for evaluating coastal processes (wave climate, sediment transport, beach response) along 4 miles of shoreline between Mukilteo and Everett in Puget Sound, Washington, and completing a prioritization and alternatives evaluation for proposed beach nourishment/ restoration activities in the project reach. The work involved an extensive stakeholder process, including three workshops, to develop and refine proposed alternatives and development of final designs for two preferred alternatives. The preferred alternatives included restoration at Howarth Park (City of Everett park) and placement without grading at up to five targeting locations within the reach. Developed construction documents and provided bid support and construction assistance for the project. Projects were constructed in 2016. Also assisted the County with development of the physical and biological monitoring plan for the project sites, currently underway.

Squalicum Estuary Restoration, Port of Bellingham, Bellingham, WA. *Senior Coastal Engineer.* Responsible for design of a berm breakwater and beach nourishment in support of ecological restoration of saltmarsh habitat at the mouth of Squalicum Creek and the adjacent estuary and shoreline. The work included development of a two-dimensional wave model to evaluate waves at the project area and optimize performance of the proposed breakwater and beach design. The breakwater was designed to be a dynamically stable structure (berm breakwater) to reduce the size of the armor rock to meet both habitat and stability requirements as proposed by Washington Department of Fish and Wildlife for the project. The project also included development of final design and specifications for the project and monitoring plan post-construction. Project was completed in 2014.

Seahurst Park, Burien Parks and Recreation, WA. *Senior coastal engineer.* Dr. Ketteridge was responsible for evaluating coastal processes (wave climate and sediment transport) at the project site. The work included wind-wave hindcasting and shoreline change modeling using models developed by the USACE (STWAVE and GENESIS). The modeling efforts were used to evaluate proposed alternatives and inform performance and maintenance costs for the preferred alternative. The project includes significant bulkhead removal and soft shoreline restoration project with public access on Puget Sound. Phase 2 100 percent construction documents include green stormwater infrastructure. The project received a national Best Restored Beach Award from the American Shore and Preservation Association in 2010.

Big Quilcene Estuary Restoration, Hood Canal Salmon Enhancement Group, Quilcene, WA. *Tidal Modeling Lead.* Led modeling team on the project to develop and implement a three-dimensional unsteady tidal hydrodynamic and salinity model for the Big Quilcene River and Estuary to inform design and selection of proposed restoration alternatives to reconnect portions of the floodplain at the estuary mouth. Work included review of oceanographic data collected for the model calibration, model grid development, model calibration (water levels, salinity, and currents), development of model boundary conditions, completion of model simulations, and synthesis and reporting of model results. Presented results to project stakeholders to facilitate selection of a preferred alternative.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-177

File ID:	AB2021-177	Version:	1	Status:	Agenda Ready
File Created:	03/11/2021	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointments of Nichole Oleson and Austin Hengy to the Food System Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memorandum and applications

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Hengy Application, Oleson Application



To: Whatcom County Executive Satpal Sidhu

From: Ali Jensen, Whatcom County Health Department

Date: March 10, 2021

Subject: Whatcom County Health Department Recommendations for the Food System Committee

Below are the Health Department's recommendations for filling vacancies of the Food System Committee. They will each serve a four-year term.

Representing Area	Name
Food Processing/Distribution	Nichole Oleson
Labor Issues	Austin Hengy

Please let me know if you have any questions.

Ali Jensen

Program Specialist

Whatcom County Health Department





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	Field not completed.
First Name	Austin
Last Name	hengy
Today's Date	2/26/2021
Street Address	2636 Shorewood Ln
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	7347311509
Secondary Telephone	Field not completed.
Email Address	austin.hengy@yahoo.com
1. Name of Board or Committee	Food System Committee
Food System Committee position:	Whatcom Food Network
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Chef / Farmer
10. Please describe why you're interested in serving on this board or commission	I am young, eager, and passionate about finding solutions to our food systems and preparing for a sustainable future.
References (please include daytime telephone number):	Blaine Wetzel 3609273473
Signature of applicant:	Austin hengy
Place Signed / Submitted	Bellingham, WA



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	Field not completed.
First Name	Nichole
Last Name	Oleson
Today's Date	1/5/2021
Street Address	3211 Cottonwood Avenue
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3603198284
Secondary Telephone	Field not completed.
Email Address	nichole@nongmoproject.org
1. Name of Board or Committee	Food System Committee
Food System Committee position:	Processing/Distribution
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am the Director of Operations at the Non-GMO Project, a non-profit organization offering rigorous non-GMO food verification and trustworthy education that empowers people to care for themselves, the planet, and future generations. Located in Bellingham, we work nationally with brands and manufacturers of all sizes that are actively navigating avoidance of GMOs in the food supply. We also work closely with leaders in the soil health and regenerative farming industry. I graduated from Western Washington University in 2006 with a Bachelor of Science Degree (Pre-Physical Therapy) and spent 10 years working in the health and wellness industry prior to my work with the Non-GMO Project.
10. Please describe why you're interested in serving on this board or commission	I am passionate about food access and food security and eager to serve on a board/committee that focuses on the critical components of sustainability and equitability. I want to be of service in my local community and feel that my perspective as an advocate for natural and healthy foods, my experience with business operations and a national food verification program, and my direct experience working with our Board of Directors and various committees would contribute to the success of the initiative(s) set forth by the Food Systems Committee.
References (please include daytime telephone number):	Megan Westgate, Executive Director, Non-GMO Project, 510-292-0987 Darby Cowles, City of Bellingham, Senior City Planner, 360-820-1416 Riley Sweeney, City of Ferndale, Communications Officer, 360-441-4191
Signature of applicant:	Nichole S Oleson
Place Signed / Submitted	Bellingham, WA



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-173

File ID:	AB2021-173	Version:	1	Status:	Agenda Ready
File Created:	03/11/2021	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2021 Whatcom County Budget, request no. 5, in the amount of \$1,192,365

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #5 requests funding from the Countywide Emergency Medical Services Fund:

1. To appropriate \$835,193 to fund 2021 paramedic training class.
From the Covid-19 Emergency Response Fund:
2. To appropriate \$300,000 for Health to fund additional motel vouchers.
From the Administrative Services Fund:
3. To appropriate \$57,172 for AS-Facilities to convert contract custodians to county employee labor.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance, Summary Schedule, Requests

**ORDINANCE NO.
AMENDMENT NO. 5 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
Countywide Emergency Medical Services Fund	835,193	(40,900)	794,293
COVID-19 Emergency Response Fund	300,000	-	300,000
Administrative Services Fund - Facilities	57,172	-	57,172
Total Supplemental	1,192,365	(40,900)	1,151,465

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. 5				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
Countywide Emergency Medical Services Fund	To fund 2021 paramedic training class.	835,193	(40,900)	794,293
COVID-19 Emergency Response Fund	To fund additional motel vouchers.	300,000	-	300,000
Administrative Services Fund - Facilities	To fund conversion of contract custodians to county employee labor.	57,172	-	57,172
Total Supplemental		1,192,365	(40,900)	1,151,465

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3154 Fund 130 Cost Center 130110 Originator: T. Helms

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Paramedic Training Class Budget

X

Department Head Signature (Required on Hard Copy Submission)

3/11/21
Date

Costs:	Object	Object Description	Amount Requested
	4369.9001	Miscellaneous Revenues	(\$40,900)
	6610	Contractual Services	\$6,040
	7210	Intergov Prof Svcs	\$829,153
	Request Total		\$794,293

1a. Description of request:

The 2021 class will afford training for 4 Whatcom County paramedic students who have met the requirements as stated below.

Eligible Firefighter/EMT's from Whatcom County participating Fire Department/District employees who meet the admission requirements as set forth in RCW 18.71.205 and WAC 246.976.041, will be considered for the program upon recommendation of the Department and County. Enrollment is not open to the public.

Additionally two eligible firefighter EMTs have been accepted to the program from an outside fire agency. The Camano Island Fire Department will reimburse Whatcom County for their equipment, preceptor and evaluation fees as well as a small Administration fee. This is a small, but important first step in opening up a paramedic training program for the region. As the training program is established with final accreditation and expands to serving 12 students per class more of the program costs to the EMS Levy can be covered by the students participating from outside departments.

On Thursday, February 25, 2021 the EMS Finance Committee reviewed the proposed Paramedic Training Budget and recommended moving the proposed budget to the Technical Advisory Board (TAB). This recommendation was made with the understanding that the paramedic class must be active for three consecutive years to gain full accreditation. The TAB recommended moving the proposed budget request to the EMS Oversight Board (EOB) for recommendation to Council. On March 10th the EOB reviewed the recommendation for the 2021 paramedic training class and approved the recommendation to bring the budget request to the County Council. Additionally, both the EMS Finance Committee and the EOB approved the recommendation for the 2021 Paramedic Training budget with the caveat that a comprehensive paramedic training plan be finalized for review and consideration of the Finance Committee before additional classes are recommended.

1b. Primary customers:

Whatcom County EMS will secure the number of paramedics needed to support the County EMS system that serves all of Whatcom County.

2. Problem to be solved:

This class will allow for the recruitment of 4 new paramedics for the Whatcom County ALS providers. Sustaining the paramedic class through one more year will ensure final accreditation for the program. Without an ongoing annual class the program has to begin its accreditation efforts anew. This will secure the accreditation as the program evolves into a cohesive regional program.

Thursday, March 11, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3154

Fund 130

Cost Center 130110

Originator: T. Helms

With the recommendation of the EMS Finance Committee, the Technical Advisory Board (TAB) and the EMS Oversight Board (EOB) this budget request is now prepared for the council review and action. Both the Finance Committee and the EOB made their recommendations with the caveat that the agencies and TAB work to bring forward a Paramedic Training plan that works towards greater cost efficiencies before requesting funding for another paramedic training class.

3a. Options / Advantages:

Paramedic training is an essential component of the EMS system. As paramedics retire and move on these important vacancies must be filled to fulfill the contractual obligations for providing ALS services. The training program ensures all ALS units are adequately and appropriately staffed meeting all contractual obligations.

3b. Cost savings:

none

4a. Outcomes:

In the fall of 2021, six paramedic students are prepared to graduate from the 2021 paramedic class. Four of the six students will be elevated in the WCEMS system and available for rotation on ALS units. The two Camano Island paramedics will serve as ambassadors for the Whatcom County paramedic training program as it evolves into a regional program. Larger classroom attendance will help to reduce the cost to the EMS Levy as outside agencies participate and compensate for tuition costs.

4b. Measures:

This 2021 class will help to mitigate anticipated vacancies in the ALS system and help to secure accreditation of the Whatcom County Paramedic training program.

5a. Other Departments/Agencies:

n/a

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

6. Funding Source:

EMS Levy Fund

EMS SCHOOL COSTS - Proposed Supplemental

BELLINGHAM FIRE DEPARTMENT - 2 STUDENTS			
Wages	107,000	2	214,000
Preceptor Fees	5,000	2	10,000
Evaluation Fees	1,100	2	2,200
Supplies	6,350	2	12,700
			<u>238,900</u>
SUBTOTAL BFD STUDENTS			
NORTH WHATCOM FIRE - 2 STUDENTS			
Wages	107,000	2	214,000
Preceptor Fees	5,000	2	10,000
Evaluation Fees	1,600	2	3,200
Supplies	6,350	2	12,700
			<u>239,900</u>
SUBTOTAL NORTH WHATCOM STUDENTS			
CAMANO ISLAND FIRE - 2 STUDENTS			
Preceptor Fees	5,000	2	10,000
Evaluation Fees	1,600	2	3,200
Supplies	6,350	2	12,700
			<u>25,900</u>
SUBTOTAL CAMANO STUDENTS			
COMMON COSTS			
BFD			
Lead Instructor (Paramedic Captain)			184,453
CoAEMSP fee			33,000
Program Instructors			56,000
Facilities			15,000
			<u>288,453</u>
BELLINGHAM TECH COLLEGE			
Administration/Accreditation			20,000
Dr Weiche-Medical Program Director			16,000
			<u>36,000</u>
Other Contracts			
Janice Lapsanski LOA			6,040
			<u>330,493</u>
SUBTOTAL COMMON COSTS			
	6	55,082	per student
TOTAL COSTS FOR NEW SCHOOL SESSION			
			<u>835,193</u>
TOTAL REVENUE FROM CAMANO			
			<u>(40,900)</u>
			<u>794,293</u>
	4	198,573	per Whatcom County student

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3181 Fund 134 Cost Center 134210 Originator: Anne Deacon

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Motel Stay Support

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$300,000
	Request Total		\$300,000

1a. Description of request:

The Health Department is requesting expenditure authority to support motel stays for households who have lost housing during COVID.

1b. Primary customers:

Whatcom County Families with Children

2. Problem to be solved:

Families with children have faced housing challenges as a result of the COVID pandemic to include experiencing homelessness. Children are faced with living unsheltered if access to temporary motel stays is not available.

3a. Options / Advantages:

Motel stays facilitate engagement of families with Case Managers who can work with the family to identify housing options and facilitate relocation to permanent housing solutions.

3b. Cost savings:

Motel stays offer a temporary option to keep families with children safe and sheltered. Cost savings are experienced as Case Managers have immediate access to families to work with them on procuring permanent housing.

4a. Outcomes:

Families with children who are homeless will have suitable shelter.

4b. Measures:

Number of families with children who are temporarily housed in motels; number of families who are receiving case management services

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:

Covid Response Fund fund balance

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 3173 Fund 507 Cost Center 50790 Originator: Rob Ney

Expenditure Type: Ongoing Year 1 2021 Add'l FTE ☒ Add'l Space ☐ Priority 1

Name of Request: Conversion - Contract Custodians to Inhouse Labor

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$81,706
	6210	Retirement	\$10,600
	6230	Social Security	\$6,250
	6245	Medical Insurance	\$34,981
	6255	Other H&W Benefits	\$3,084
	6259	Worker's Comp-Interfund	\$8,337
	6269	Unemployment-Interfund	\$214
	6610	Contractual Services	(\$88,000)
	Request Total		\$57,172

1a. Description of request:

Since 2009, custodial services for most buildings other than the Courthouse have been by an outside contractor. This request is to convert these services to in-house County labor under Facilities Management. This request was presented to Council at the February 9th Finance committee and received a recommendation to move forward converting the effort from Contracted to in-house employees.

There is still a need to increase the budget to cover the delta between the existing budget and the cost of the new employees. Facilities Management is requesting 3 new employees to perform these services. This is a cost savings of approximately \$193,000 over a five year period.

1b. Primary customers:

Departments in outlier buildings, and their customers.

2. Problem to be solved:

Facilities Management solicited bids for custodial services. All bids exceeded the County's current budget amount, and the recommended bid was substantially more than the current budget. Facilities analyzed to cost of these services "in-house" and determined that it could be considerably less expensive to self-perform these services.

Even though this is a significant cost savings, the new employees are still greater than the current budget within the Facilities budget for these services.

3a. Options / Advantages:

Continue to contract with an outside vendor at a substantially increased cost to the County.
This option saves the County nearly \$193,000 over a five year period

3b. Cost savings:

This option saves the County nearly \$193,000 over a five year period.

4a. Outcomes:

It is the belief of the Facilities Manager that these services can be provided at a higher quality level for less

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 3173

Fund 507

Cost Center 50790

Originator: Rob Ney

cost to the County when performed in house.

4b. Measures:

Once all staff has been hired to fulfil these functions.

Facilities Management Customers recognize an increase in level of service.

5a. Other Departments/Agencies:

The impacts would be positive and immediate. The service is anticipated to be better and a reduced cost to the County.

All County departments receiving custodial services from Facilities Management would be impacted in a positive manner.

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

Rob Ney, Project & Operations Manager

6. Funding Source:

Administrative Services Fund and current contractual service budget



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-171

File ID:	AB2021-171	Version:	1	Status:	Agenda Ready
File Created:	03/10/2021	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance granting Trans Mountain Pipeline (Puget Sound) LLC, a non-exclusive franchise for pipeline facilities

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a franchise allowing for the use and presence in County Rights-of-Way to allow for pipeline facilities

HISTORY OF LEGISLATIVE FILE


Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Proposed Ordinance, Franchise Application



MEMORANDUM

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

THROUGH: Jon Hutchings, Director 

FROM: Andrew Hester, Public Works Real Estate Coordinator 

RE: Franchise for Trans Mountain Pipeline (Puget Sound) LLC

DATE: March 10, 2021

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Trans Mountain Pipeline (Puget Sound) LLC, allowing it to use and be present in County Rights of Way to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts within and through the franchise area per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

▪ **Background and Purpose**

Trans Mountain Pipeline (Puget Sound) LLC has applied to renew its franchise agreement for utilizing County rights of way to construct, operate, maintain, remove, replace and repair existing pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts. Its current franchise agreement is set to expire in June of this year.

Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

Encl.

SPONSORED BY: _____
PROPOSED BY: Executive
INTRODUCTION DATE: _____

ORDINANCE NO. _____

GRANTING TRANS MOUNTAIN PIPELINE (PUGET SOUND) LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS WITHIN AND THROUGH THE FRANCHISE AREA.

WHEREAS, Trans Mountain Pipeline (Puget Sound) LLC (hereinafter “Grantee”) has applied for a multi-year franchise; and

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, the Grantee desires a non-exclusive franchise to construct, operate, maintain, remove, replace and repair existing pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts within and through the Franchise Area; and

WHEREAS, said application has come on regularly to be heard by the County Council on the ____ day of _____, 2021, and notice of this hearing having been duly published on the ____ day of _____, 2021, and the ____ day of _____, 2021, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, it appears to the Council that notice of said application and hearing thereon has been given as required by law in RCW 36.55.040; and

WHEREAS, this Council finds, after having considered said application and being otherwise fully advised in the premises, that it is in the public interest for this Council to grant the franchise for a period of up to twenty-five (25) years; and

WHEREAS, Whatcom County and Grantee intend that the previous franchises granted to Grantee that pertain to pipelines for the transportation of petroleum projects and byproducts shall be terminated and be replaced by this Franchise;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the language set forth herein below, Sections 1 through 20, shall constitute the franchise agreement between Whatcom County and Grantee, which shall be and become effective as set forth in Section 20 thereof:

Section 1. Definitions.

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

1.1 Construct or Construction shall mean removing, replacing, and repairing Facilities and may include, but is not limited to, digging and/or excavating for the purposes of removing, replacing, and repairing Facilities.

1.2 County means the County of Whatcom, a political subdivision of the State of Washington, and its successors and assigns.

1.3 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance and acceptance by Grantee, upon which the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.4 Facilities shall mean the Grantee's existing pipeline system including, without limitation, all pipelines, valves, mains, markers, cathodic protection systems, test caps and appurtenances used to transport or distribute Grantee's petroleum products(s).

1.5 Franchise shall mean this Franchise and any amendments, exhibits, or appendices to this Franchise.

1.6 Franchise Area means the public roads, streets, avenues, alleys, highways, grounds, and other public places of the County as described in Exhibit A.

1.7 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant. The term specifically includes petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state. The term shall also be interpreted to include any substance which, after release into the environment, will or may reasonably be anticipated to cause death, disease, injury, illness, behavior abnormalities or, genetic abnormalities.

1.8 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining and replacing the Facilities or any part thereof as required or as necessary for safe operation.

1.9 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area in which the Facilities of the Grantee are located, including any Rights-of-Way, Public Property, and/or easement over and through private property.

1.10 Public Properties shall mean the present and/or future property owned or leased by Grantor .

1.11 Operate or Operation shall mean the use of Grantee's Facilities for the transportation, distribution and handling of petroleum products or byproducts within and through the Franchise Area.

1.12 Rights-of-Way shall mean the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way, parks and similar Public Properties located within the Franchise Area.

1.13 Encroachment shall mean any third party activity within the Pipeline Corridor which is not authorized by Grantee.

1.14 Crossing shall mean any third party activity within the Pipeline Corridor which is authorized by Grantee, whether or not Grantee's facilities are actually crossed or bisected.

Section 2. Grant of Authority.

2.1 Grantor hereby grants to Grantee, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Washington, its successors and assigns (as provided in Section 4), the right, privilege, authority and Franchise to Construct, Operate and Maintain its Facilities necessary for the transportation, distribution and handling of any petroleum product or byproduct thereof, within the existing Pipeline Corridor passing through the Franchise Area.

2.2 This Franchise is non-exclusive. Grantor reserves all rights to its property, including, without limitation, the right to grant additional franchises, easements, licenses and permits to others, provided that the Grantor shall not grant any other franchise, license, easement or permit that would unreasonably interfere with or materially increase risk of Grantee's permitted use under this Franchise. This Franchise shall in no manner prohibit the Grantor or limit its power to perform work upon its Rights-of-Way, Public Properties or make all necessary changes, relocations, repairs, maintenance, establishment, improvement thereto, or from using any of the Rights-of-Way and Public Properties, or any part of them, as the Grantor may deem fit from time to time including the dedication, establishment, maintenance and improvement of all new Rights-of-Way and other Public Properties of every type and description.

2.3 This Franchise is conditioned upon the terms and conditions contained herein, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24, and Grantee's compliance with all applicable federal, state or other regulatory requirements that currently exist or may hereafter be enacted by any regulatory agencies with jurisdiction over the Grantee.

2.4 By granting this Franchise, the Grantor is not assuming any risks or liabilities, which shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm its Facilities, or any part thereof, when necessary to protect the public health and safety.

2.5 This Franchise is intended to convey only a limited right and interest. It is not a warranty of title or interest in Grantor's Rights-of-Way or other Public Property. None of the rights granted herein shall affect the Grantor's jurisdiction over its property, streets or Rights-of-Way.

2.6 This Franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use County owned or leased properties of any kind, either within or outside Pipeline Corridor, other than existing Rights-of-Way.

2.7 The limited rights and privileges granted under this Franchise shall not convey any right to Grantee to install any new pipeline(s) and/or Facilities without the express written consent of Grantor.

Section 3. Term.

3.1 This Franchise is and shall remain in full force and effect for a period of twenty five (25) years from and after the effective date of the Ordinance; provided, however, Grantee shall have no rights under this Franchise nor shall Grantee be bound by the terms and conditions of this Franchise unless Grantee shall, within thirty (30) days after the effective date of the Ordinance, file with the County its written acceptance of the franchise agreement contained within the Ordinance.

3.2 No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and County Director of Public Works and such written acceptance shall be in the form and substance as shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise; and

3.3 Such written acceptance shall be filed by Grantee not later than the thirtieth (30th) day following the effective date of the Ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Grantee shall be deemed to have rejected the same. In case of Grantee's tardy acceptance of franchise, the County's recognition thereof shall be strictly at its discretion.

Section 4. Assignment and Transfer of Franchise; Transfer of Control.

4.1 Per Whatcom County Code Chapter 12.24, this Franchise shall not be leased, assigned or otherwise alienated without the express consent of the Grantor by ordinance, which approval shall not be unreasonably withheld.

4.2 No transfer shall be approved unless the assignee or transferee has at least the legal, technical, financial, and other requisite qualifications to carry on the activities of the Grantee.

4.2.1 Grantee and any proposed assignee or transferee shall provide to the County not less than 120 days prior to the proposed date of transfer (a) information setting forth the nature of the

proposed assignment or transfer; and, (b) such reasonable information regarding the proposed assignee or transferee (including that information required of a franchise of a franchise applicant under Whatcom County Code Chapter 12.24 to enable the County to adequately assess the legal, technical, financial and other relevant qualifications of the assignee or transferee.

4.2.2 Grantee and/or the assignee or transferee will reimburse the County for its actual and reasonably incurred costs for processing and investigating the proposed assignment or transfer.

4.3 Any transfer or assignment of this Franchise without the prior written consent of the County shall be void and result in revocation of the Franchise.

4.4 If Grantee intends to enter into a transaction that would result in a change of the operational control of Grantee, Grantee will notify the County in writing and provide at least 90 days for the County to provide Grantee with written comments and issues of concern the County may have with the proposed transfer of control. Grantee agrees to provide a written response to the County's comments within 60 days of receiving the County's comments.

Section 5. Compliance with Laws and Standards.

5.1 In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws of any governmental entity with jurisdiction over the pipeline and its operation. This shall include all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee and/or the pipeline(s) and Facilities.

5.2 In the case of any conflict between the terms of this Franchise and the terms of Grantor's ordinances, codes, regulations, standards and procedures, this Franchise shall govern.

Section 6. Construction and Maintenance.

6.1 All Construction, Maintenance, and Installation Work within the Franchise Area shall be subject to the approval and pass the inspection of the County Engineer, and shall conform to all applicable local, state and federal standards, codes or regulations. The County expressly reserves the right to prescribe standards as to how and where Facilities shall be installed, provided however, that such County standards shall be consistent with standard engineering practices in the applicable industry and shall not conflict with any applicable federal or state laws, rules, standards, codes or regulations.

6.2 Prior to commencement of construction of any new Facilities, Grantee shall first file with the Whatcom County Engineer its application for permits to do such work, together with plans and specifications in duplicate showing the position and location of all such Facilities sought to be constructed, laid, installed or erected at that time showing their position relative to existing County roads, rights-of-way, or other County property within the Franchise Area upon plans drawn to scale. The Facilities shall be laid in conformity with said plans and specifications of definite location, except in instances in which deviation may be allowed thereafter in writing by

the County Engineer. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced without Grantee first securing a written permit from the County Engineer, including approval endorsed on one set of plans and specifications returned to Grantee. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. Grantee shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

6.3 Unless such condition or regulation is in conflict with a federal requirement, the Grantor may condition the granting of any permit or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of any public Right-of-Way or the Grantor's property including, by way of example and not limitation, bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any Rights-of-Way improvements, private facilities and public safety.

6.3 In preparing plans and specifications for the installation of Facilities within the Franchise Area, Grantee shall reasonably conform to the standards and specifications established by the County Engineer. Grantee shall consult with the County Engineer in case it plans to deviate from the established standards and specifications in the course of installing Facilities within the Franchise Area and must demonstrate to the satisfaction of the County Engineer that its plans will achieve a legal and functionally equivalent result.

6.4 All Construction and/or Maintenance work shall be performed in substantial conformity with the plans, maps, specifications filed with the Grantor, except in instances in which deviation may be allowed thereafter in writing pursuant to an application by the Grantee.

6.5 In any work which requires breaking of soil within the Franchise Area for the purpose of laying, relaying, connecting, disconnecting, constructing, maintaining and repairing Grantee's Facilities, and making connections between the same to structures and buildings of consumers or making connections to other Facilities now in existence or hereafter constructed, Grantee shall be governed by and conform to the general rules adopted by the County Engineer; and Grantee at its own expense and with due diligence shall complete the work for which the soil has been broken and forthwith replace the work and make good the Franchise Area and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the soil within the Franchise Area shall be done prior to the obtaining of a permit issued by the County Engineer except in the event of an emergency. Applications for such a permit shall be accompanied by specifications for the restoration of the Franchise Area to the same condition as it was in prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the soil is commenced; provided further, that the County Engineer may require a performance bond in a reasonable sum sufficient to guarantee that such Franchise Area shall be restored to the same condition as it was in prior to such breaking of the soil, the amount of said bond to be fixed by the County Engineer. Grantee shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The

County Engineer may at any time do, order, or have done, any and all work that the County Engineer considers necessary to restore to a safe condition any Franchise Area left by Grantee or its agents in a condition dangerous to life or property, and Grantee upon demand shall pay to the County all costs of such work, the County having first provided notice of such condition to Grantee and a reasonable time to cure such unsafe condition, provided however, in the event of damage to the Franchise Area caused by Grantee that necessitates immediate repair by the County or its agents on an emergency basis where notice to Grantee or providing an opportunity to cure is not feasible considering nature of the emergency and necessary repair, as determined by the County Engineer using professional engineering standards, no such notice and reasonable time to cure shall be required as a condition of repayment by the Grantee.

6.6 All work done by and for Grantee under this Franchise shall be done in a thorough and workmanlike manner. In the Construction and/or Maintenance of Facilities and the opening of trenches within and the tunneling under the Franchise Area, Grantee shall leave such trenches and tunnels in such a way as to interfere as little as possible with public travel, and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work. Where any of such trenches, ditches, or tunnels are left open at night, Grantee shall place warning lights and barricades at such a position as to give adequate warning of such work, per the MUTCD (Manual on Uniform Traffic Control Devices). Grantee shall be liable for any injury to person or persons or damage to property to the extent proximately caused by its carelessness or neglect, or to the extent proximately caused by any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by Grantee.

6.7 Before any Construction and/or Maintenance work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during Grantees operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Grantee. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

6.8 Grantee shall continuously be a member of the State of Washington one number locator service under RCW 19.122, or an approved equivalent, and shall comply with all such applicable rules and regulations. In addition to the notice to Grantor required under Section 6.2, Grantee shall provide reasonable notice prior to commencing any Maintenance or Construction under this Franchise to those owners or other persons in control of property in the Franchise Area when the Maintenance or Construction will affect access or otherwise materially impact the property.

6.9 Markers demarcating the Pipeline Corridor shall be placed on the surface permitting line of sight at any location on the pipeline Right-of-Way and in each side of any road or water

crossing so as to provide clear warning of the presence of the pipeline but in a manner that does not interfere with trials or other public uses in that area.

6.10 Upon acceptance of this Franchise by Grantee, the Grantee shall file and thereafter maintain at all times with the Grantor any survey, maps or roll drawings in its possession depicting the location of the Pipeline Corridor within the Franchise Area as well as the approximate location of Grantee's Facilities within the Pipeline Corridor along with all other known utilities, landmarks, and physical features. When the city or third parties are engaged in work in the Pipeline Corridor, or within fifty (50) feet of the Pipeline Corridor, Grantee shall within two (2) business days respond to requests to surface locate and mark the position of its Facilities. If the project is a Whatcom County project, Grantee shall bear any costs associated with locating its Facilities, otherwise the cost shall be borne by the party making the request. In situations where the work in the Pipeline Corridor requires that the depths of the pipeline be accurately known as determined by Grantee, prior to work commencing, Grantee shall pothole or take other action as Grantee deems necessary to ascertain the depth and exact location of the pipeline in the area of the work.

6.11 Nothing in this Franchise shall be deemed to impose any duty or obligation upon Grantor to determine the adequacy or sufficiency of Grantee's plans and designs or to ascertain whether Grantee's proposed or actual construction, testing, maintenance, repairs, replacement or removal is adequate or sufficient or in conformance with the plans and specifications reviewed by Grantor.

6.12 Grantee shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise area, including safety of all persons and property during the performance of any work.

Section 7. Noninterference of Facilities.

7.1 As to new Facilities, Grantee's Facilities shall be placed and maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Prior to the installation of new Facilities within the Franchise Area, Grantee may request that the County determine whether the proposed placement of the Facilities will unreasonably interfere with the free and safe passage of traffic, and the County shall make such determination in writing within a reasonable period of time. If the proposed location is not approved by the County Engineer, the County Engineer shall advise in writing what reasonable modifications to the proposed location of the Facilities are necessary for the County Engineer to issue a determination that the proposed location of the Facilities will not unreasonably interfere with the free and safe passage of traffic.

7.2 Grantee's existing Facilities shall be maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Except as provided in Section 6 below, upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Grantee which shall, at its own expense, act promptly to rectify

the problem in consultation with the County. Grantee shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Grantee by such County codes and ordinances.

7.3 All construction or installation of such Facilities, service, repair, or relocation of the same, performed over, above, along or under the Franchise Area shall be done in such a manner as not to interfere unreasonably with the construction and maintenance of other existing utilities, lines, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of the Franchise Area. The owners of all utilities, public or private, installed in the Franchise Area prior in time to the Facilities of Grantee shall have preference as to the positioning and location of such utilities so installed with respect to Grantee. Such preference shall continue in the event of the necessity of relocating or changing the grade of the Franchise Area. Grantee shall have such preference as to owners of all utilities, public or private, initially installed in the Franchise Area subsequent in time to Grantee's Facilities. Notwithstanding any such preference, the County will attempt to work with the Grantee and other utility owners to develop a plan for the relocation of utilities in a practical, safe and cost-effective manner.

7.4 The locating, laying, construction, operation and maintenance of Grantee's Facilities authorized by this Franchise shall not preclude the County, its agents or its contractors from blasting, grading, excavating, or doing other necessary road work contiguous to Grantee's Facilities, provided that Grantee and the County shall first check with Washington 811 to determine whether or not any of Grantee's lines are located in the proposed work area. Upon finding from Washington 811 that Grantee does have lines located within the proposed work area, the County shall provide Grantee with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Grantee may protect its Facilities. Failure of Grantee to properly notify the locator service of the location of its lines and Facilities shall relieve County of its duty to provide Grantee the otherwise-required advance notice of proposed work. The County acknowledges that the Facilities include a pressurized pipe line for the transmission of petroleum products. As such, the County acknowledges that any work in, around or near such Facilities require the exercise of reasonable standard professional engineering and construction caution and practices in, around or near such Facilities. Accordingly, the County acknowledges that upon receipt of notice of the location of such Facilities the County shall undertake all reasonable standard professional engineering and construction caution practices and/or requirements when conducting or permitting any work in, around or near such Facilities.

7.5 Grantee shall maintain all above-ground Facilities that it places in the Franchise Area. In order to avoid interference with the County's ability to maintain the Franchise Area, Grantee shall provide a clear zone of five (5) feet on all sides of such above-ground Facilities. If Grantee fails to comply with this provision, and by its failure, property is damaged, then Grantee shall be deemed responsible for all damages caused thereby and the County shall be released from any

responsibility therefore. For these purposes, “clear zone” means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations.

Section 8. Operations, Maintenance, Inspection, Testing.

8.1 Grantee shall operate, maintain, inspect and test its Facilities in the Franchise Area in full compliance with the applicable provisions of all federal, state and local laws, regulations and standards, as now enacted or hereafter amended, and any other future laws or regulations that are applicable to Grantee’s Facilities, products and business operations.

8.2 If the federal office of pipeline safety or the state regulatory agency significantly decrease their staff, or if any congressional or legislative study indicates that federal or state regulatory oversight has significantly decreased in effectiveness during the term of this Franchise, then Grantee and Grantor agree to expeditiously negotiate new franchise provisions that will provide Grantor with access to detailed information regarding testing and inspection such as would have been routinely submitted to the federal or state regulatory agencies under the regulations in effect at the time of the Effective Date. Grantee agrees to cover all costs reasonably incurred by Grantor for expert assistance in interpreting the testing and inspection data. If Grantor and Grantee fail to agree upon new franchise provisions, the issues shall be resolved through the Dispute Resolution provisions of Section 13.

Section 9. Encroachment and Crossing Management.

9.1 Within ninety (90) days of entering into this Franchise, and on an annual basis thereafter, Grantee shall provide a written Encroachment and Crossing management plan that demonstrates how Grantee’s Facilities are and will be protected against Encroachments and Crossings. This plan shall include at least the following: 1) education and one-call involvement as defined in Federal Regulations; 2) and Encroachment management processes demonstrating: a) Grantee’s process for monitoring unauthorized activity in or near the Pipeline Corridor; b) Grantee’s field verification of the location of Facilities within the Pipeline Corridor; c) Grantee’s Encroachment tracking system; d) control center notification of existing or active encroachments; and e) assertive protection of the pipeline Rights-of-Way and; 3) Grantee’s process for approving Crossings, and its policies and procedures with respect thereto.

9.2 Upon notification to Grantee of planned construction involving excavation or any activity that could abnormally load the pipeline, by either Grantor or any third party, within fifty (50) feet of Grantee’s Pipeline Corridor, Grantee shall flag the location of its Facilities before the construction or activity commences, provide a representative to inspect the construction when it commences, and periodically inspect thereafter to ensure that Grantee’s Pipeline is not damaged by the construction or activity. In situations where the work in the Pipeline Corridor requires that the depth of the pipeline be accurately known as determined by Grantee, prior to work commencing, Grantee shall pothole or take other action as Grantee deems necessary to ascertain the depth and exact location of the pipeline in the area of the work.

9.3 Upon Grantor’s Reasonable request, in connection with the design of any County project, Grantee will verify the exact location of its underground Facilities within the Pipeline Corridor

by excavating (pot holing) at no expense to Grantor. In the event Grantee performs such excavation, Grantor shall not require any restoration of the disturbed area in excess of restoration to the same conditions as existed immediately prior to the excavation.

Section 10. Leaks, Spills, Ruptures and Emergency Response.

10.1 Grantee shall have in place, at all times during the term of this Franchise, a system for remotely monitoring pressures and flows across the Franchise Area. The remote monitoring must be able to accurately detect pipeline ruptures.

10.2 During the term of this Franchise, Grantee shall have a written emergency response plan and procedure for locating leaks, spills, and ruptures and for shutting down valves as rapidly as possible.

10.3 Grantee has provided Grantor with a copy of its state approved emergency response plans and procedures, including but not limited to, emergency response for spills or leaks. Grantee will provide Grantor an updated copy of its emergency response plans and procedures after they are adopted and approved.

10.4 Grantee's emergency plans and procedures shall designate Grantee's responsible local emergency response officials and a direct 24-hour emergency contact number for control center operator. Grantee shall, after being notified of an emergency, cooperate with the Grantor and make every effort to respond as soon as possible to protect the public's health, safety and welfare.

10.5 Upon prior written request of Grantor, Grantee agrees to meet annually to review its emergency response plans and procedures.

10.6 Grantee shall be solely responsible for all necessary costs incurred by city, county, special district or state agencies in responding to any rupture, spill, or leak from Grantee's Facilities, including, but not limited to, detection and removal of any contaminants from air, earth or water, and all actual remediation costs. This section shall not limit Grantees rights or causes of action against any third party or parties who may be responsible for a leak, spill or other release of hazardous liquid from Grantees pipeline, including such third party's insurers.

10.7 In addition to the notification requirements in the emergency response plan, Grantee shall notify Grantor of any uncontained leak, spill or rupture, outside of a vault or pump station, of petroleum product from its Facilities within or affecting the Franchise Area totaling one (1) barrel or more within one (1) business day of its observation or detection.

10.8 If requested by Grantor in writing, Grantee shall follow-up this notice within thirty (30) days with a written summary of the event, including, but not limited to, the leak, spill, or rupture's date, time, amount, location, response, remediation and other agencies Grantee has notified.

10.9 In the event of an uncontained leak, spill or rupture from Grantee's pipeline(s) and/or Facilities affecting the Franchise Area of ten (10) barrels or more, where the cause is not reasonably apparent, and where federal or state regulators do not investigate, the Grantor may demand that the occurrence be investigated by an independent pipeline consultant selected by Grantor. Grantee shall be solely responsible for paying all of the consultant's costs and expenses incurred in investigating the occurrence and reporting the findings. Grantee shall meet and confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's pipeline(s) and/or Facilities may be warranted. In cases where federal or state regulators do perform an investigation, Grantee agrees to share the results of that investigation with the County within sixty (60) days from receipt of the same.

10.10 If the consultant recommends that Grantee make modifications or additions to Grantee's Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a written report to the Grantor explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the consultant's recommendations.

Section 11. Relocation.

11.1 In the event that Grantor undertakes or approves the construction of or changes to the grade or location of any water, sewer or storm drainage line, street, sidewalk or improvement project or any governmental agency or any person or entity acting in a governmental capacity, or on the behalf of, under the authority of, or at the request of the Grantor or any other governmental agency, undertakes any improvement project and the Grantor determines that the project might reasonably require the relocation of Grantee's Facilities, Grantor shall provide the Grantee at least one hundred and twenty (120) calendar days prior written notice or such additional time as may reasonably be required, of such project requiring relocation of Grantee's Facilities.

11.2 Grantor shall provide Grantee with copies of pertinent portions of the plans and specifications for the improvement project. Upon request, Grantee shall, at its cost and expense, determine and identify for Grantor the exact location of its Facilities potentially affected by the improvement project.

11.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to Grantor written alternatives to the relocation within forty five (45) calendar days of receiving the plans and specifications. Grantor shall evaluate the alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work that would otherwise necessitate relocation of the Facilities. If requested by Grantor, Grantee shall submit additional information to assist Grantor in making the evaluation. Grantor shall give each alternative proposed by Grantee full and fair consideration but retains full discretion to decide for itself whether to utilize its original plan or an alternative proposed by Grantee. In the event Grantor ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as proposed by Grantor.

11.4 If any improvement project under Section 11.1 is required in the interest of public health, safety, welfare, necessity or convenience, as adjudged in the sole discretion of the Grantor acting reasonably, the Grantee shall make such changes as required herein at Grantee's sole cost, expense and risk.

11.5 Grantor shall work cooperatively with Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs while meeting Grantor's project objectives.

11.6 Grantee shall complete relocation of its Facilities so as to accommodate the improvement project at least ten (10) calendar days prior to commencement of the improvement project or such other time as the parties may agree in writing.

Section 12. Decommissioning.

12.1 In the event of Grantee's permanent cessation of use of its Facilities within the Franchise Area, the Grantee shall, within one hundred and eighty (180) days after receipt of written notification from Grantor, remove the Facilities from Public Properties.

12.2 In the event of the removal of all or a portion of the Facilities, Grantee shall restore the Public Properties to as good or better condition as they were in before the work began.

12.3 Removal and/or Decommissioning and restoration work shall be done at Grantee's sole cost and expense in accordance with all applicable regulations and standards. Grantee shall be responsible for any environmental review required for removal and/or decommissioning of any Facilities and the payment of any costs of the environmental review.

12.4 If Grantee is required to remove its Facilities and fails to do so and/or fails to adequately restore the Public Properties or other mutually agreed upon action(s), Grantor may, after reasonable notice to Grantee, remove the Facilities, restore the Public Properties and/or take other action as is reasonably necessary at Grantee's expense. This remedy shall not be deemed to be exclusive and shall not prevent Grantor from seeking a judicial order directing that the Facilities be removed.

12.5 If permitted by applicable regulations and with the express written consent of the Grantor, Grantee may purge its Facilities located on Public Properties and abandon them in place. Grantee shall be responsible for any environmental review required for the abandonment of any Facilities and the payment of any costs of such environmental review. Grantor's consent to the abandonment of Facilities on Public Properties in place shall not relieve the Grantee of the obligation and/or costs to remove or to alter such Facilities in the future in the event it is reasonably determined that removal or alterations is necessary or advisable for the health and safety of the public, in which case the Grantee shall perform such work at no cost to the Grantor. This provision shall survive the expiration, revocation or termination of this Franchise.

12.6 The parties expressly agree that this provision of this Section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Violations, Remedies and Termination.

13.1 In addition to any rights set out elsewhere in this Franchise, or other rights it may possess at law or equity, the Grantor reserves the right to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise. The remedies provided for in this Franchise are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another or any rights of the Grantor at law or equity.

13.2 Grantor may terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) calendar days of Grantor's providing Grantee written notice thereof, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time as the parties may agree upon.

13.3 This Franchise shall not be terminated except upon a majority vote of the full membership of the County Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

13.4 In the event of termination under this Franchise, Grantee shall immediately discontinue operation of the Facilities within the Franchise Area. Either party may in such case invoke the dispute resolution provisions herein. Alternatively, Grantor may elect to seek relief directly in Superior Court, in which case the dispute resolution requirements shall not be applicable in this limited situation. Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with Franchise provision regarding removal and/or abandonment of Facilities.

13.5 Grantor's failure to exercise a particular remedy at any time shall not waive Grantor's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default of Grantee.

13.6 Termination of this Franchise shall not release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligations to remove or secure the Facilities pursuant to this Franchise and to restore the Franchise Area.

13.7 The parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the parties to comply with such covenants, the parties would not have entered into this Franchise. The parties further acknowledge that they may not have an adequate remedy at law if the other party violates such covenant. Therefore, the parties shall have the right, in addition to any other rights they may have, to obtain in any court of competent jurisdiction injunctive relief to restrain any breach or threatened breach or

otherwise to specifically enforce any of the covenants contained herein should the other party fail to perform them.

Section 14. Dispute Resolution.

14.1 In the event of a dispute between the Grantor and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

14.2 In the event that the parties are unable to resolve the dispute under the procedure set forth in this section, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. If the parties are unable to agree upon a mediator, the parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall have the option of selecting the mediator from those mediators remaining on the list. Any expenses incidental to mediation shall be borne equally by the parties.

14.3 If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies, provided that if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other party's reasonable legal fees and costs incurred in the judicial action.

Section 15. Indemnification.

15.1 General Indemnification. Except to the extent caused by the actions or omissions of Grantor, its employees, agents, contractors and subcontractors ("Grantor's Actions"), Grantee shall indemnify, defend and hold harmless Grantor from any and all liability, loss, damage, cost, expense, and claim of any kind, including reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, arising out of a related to, directly or indirectly, the installation, construction, operation, use, location, testing, repair, maintenance, removal, or abandonment of Grantee's Facilities, or from the existence of Grantee's Facilities, and the products contained in, transferred through, released or escaped from said Facilities, including the reasonable costs of assessing such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws. Except to the extent caused by Grantor's Actions, if any action or proceeding is brought against Grantor by reason of the Facilities, Grantee shall defend the Grantor at the Grantee's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall be approved by Grantor, which approval shall not be unreasonably withheld.

15.2 Environmental Indemnification. Except to the extent caused by Grantor's Actions, Grantee shall indemnify, defend and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, arising directly or indirectly from (a) Grantee's breach of any environmental laws applicable to the Facilities or (b) from any release of a hazardous substance on or from the pipeline or (c) other activity related to this Franchise by Grantee, its agents, contractors or subcontractors. This indemnity includes but is not limited to (a) liability for a governmental agency's cost of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (e) liability for personal injury, property damage, or economic loss arising under any statutory or common-law theory.

Section 16. Insurance and Bond Requirements.

16.1 During this Franchise, Grantee shall provide and maintain, at its own cost, insurance in the minimum amount of ONE HUNDRED MILLION UNITED STATES DOLLARS (\$100,000,000.00) in the aggregate, in a form and with a carrier reasonably acceptable to the Grantor, naming Grantor as an additional insured and solely to the extent of Grantee's indemnity obligations hereunder, to cover any and all insurable liability, damage, claims and loss to the extent such coverage is reasonably available in the commercial marketplace, excepting at all times liability for fines and penalties for violation of environmental laws and punitive damages. Insurance coverage shall include, but is not limited to, defense costs. Such insurance shall include, but is not limited to, pollution liability coverage, at a minimum covering liability from sudden and accidental occurrences, subject to time element reporting requirements as is reasonably available in the commercial marketplace.

16.2 Proof of insurance naming Grantor as an additional insured, including any endorsement that may be required, shall be provided to the Grantor prior to the beginning of any substantial work, testing or construction or reconstruction on the Pipeline. Said insurance shall contain a provision that it shall not be canceled without a minimum of thirty (30) days prior written notice to the Grantor.

16.3 The indemnity and insurance provisions contained herein shall survive the termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in use on Public Properties or until the parties execute a new Franchise Agreement which modifies or terminates these indemnity and insurance provisions.

Section 17. Receivership and Foreclosure.

17.1 Grantee shall immediately notify the Grantor in writing if it: files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; files an answer admitting the jurisdiction of the Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations, pipeline(s) or Facilities within or affecting the Franchise Area.

17.2 Upon the foreclosure or other judicial sale of all or a substantial part of Grantee's business operations, or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all or a substantial part of the Facilities within or affecting the Franchise Area, or upon the occasion of additional events which effectively cause termination of Grantee's rights or ability to operate the Facilities within or affecting the Franchise Area, Grantee shall notify the Grantor of such fact, and such notification or the occurrence of such terminating events shall be treated as a notification that a change in control of the Grantee has taken place, and the provisions of this Franchise Agreement governing the consent of the Grantor to such change in control of the Grantee shall apply.

17.3 The Grantor shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise Agreement and remedied any existing violations and/or defaults; and b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise Agreement granted to the Grantee except where expressly prohibited by Washington law.

Section 18. Franchise Fee and Costs.

18.1 In consideration for granting this Franchise and for the use of the Public Properties in the Franchise Area, there is hereby established an annual fee equal to Twenty Five Thousand and 00/100 Dollars (\$25,000.00). The parties agree that the foregoing fee is proportional to the municipal services provided.

18.2 The first annual payment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

18.3 Interest shall accrue on any late payment at the rate of twelve percent (12%) per annum. The annual fee shall remain constant for the first three (3) years of this Franchise and shall then subsequently increase at a rate of one and a half percent (1 1/2 %) every year thereafter beginning with year four (4) for the Franchise's remaining term.

18.4 Grantee agrees to pay a fee or a charge so that Grantor recovers its actual, reasonable, administrative expenses directly related to preparing and approving this Franchise. Nothing herein shall preclude Grantor from charging administrative fees or recovering administrative costs incurred by Grantor in the approval of permits or in the reasonable supervision, inspection or examination of all work by Grantee in the Franchise Area to ensure compliance with the terms of this Franchise and the applicable permits, as required by the applicable provisions of Grantor's municipal code.

Section 19. Legal Relations.

19.1 Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

19.2 Grantee accepts any privileges granted by Grantor to the Franchise Area, public Rights-of-Way and other Public Property in an "as is" condition. Grantee agrees that Grantor has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of facilities or the facilities themselves in Public Property or Rights-of-Way or possible hazards or dangers arising from other uses of the public Rights-of-Way or other Public Property by Grantor or the general public. Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and/or repair of the pipeline or other activities permitted under this Franchise.

19.3 Grantee waives immunity under Title 51 RCW in any cases involving the Grantor and affirms that the Grantor and Grantee have specifically negotiated this provision, to the extent it may apply.

19.4 This Franchise shall not create any duty of Grantor or any of its officials, employees or agents and no liability shall arise from any action or failure to act by Grantor or any of its officials, employees or agents in the exercise of powers reserved to the Grantor. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the Grantor with respect to any function in the exercise of its police power or for any other purpose. Any duty that may be deemed to be created in Grantor shall be deemed a duty to the general public and not to any specific party, group or entity.

19.5 This Franchise shall be governed by, and construed in accordance with, the laws of the State of Washington and the parties agree that in any action, except actions based on federal questions, venue shall lie exclusively in Whatcom County, Washington.

Section 20. Miscellaneous.

20.1 In the event that a court or agency of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate actions so as to give effect to the intentions of the parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either party may apply to a court of competent jurisdiction to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

20.2 Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be the essence, and any failure to perform within the allotted time may be considered a material violation of this Franchise.

20.3 In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, then Grantee's performance shall be excused during the Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

20.4 The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

20.5 By entering into this Franchise, the parties expressly do not intend to create any obligation or liability, or promise any performance to, any third party, nor have the parties created for any third party any right to enforce this Franchise.

20.6 This Franchise and all of the terms and provisions shall be binding upon and inure to the benefit of the respective successors and assignees of the parties.

20.7 Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notice shall be directed to the parties as follows:

For Grantor: County Executive
Whatcom County Courthouse, Suite 108
311 Grand Ave.
Bellingham, WA 98225

For Grantee: Trans Mountain Pipeline (Puget Sound) LLC
c/o Land & Right-of-Way Department
7815 Shellmont Street
Burnaby, BC V5A 4S9

20.8 The parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a governmental authority is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

20.9 This Franchise and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. This Franchise can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to the Franchise or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is ought.

20.10 The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

20.11 The Ordinance authorizing this Franchise shall be effective ten (10) days after being signed by the County Executive, with the Franchise granted hereunder finally effective pursuant to the terms of Section , having been: (i) introduced to the County Council not less than thirteen (13) days before its passage; (ii) brought to public notice by such notice having been posted in three (3) public places in Bellingham at least fifteen (15) days before the day fixed for the public hearing; (iii) published at least twice in the official newspaper for the County and no later than five (5) days prior to the day fixed for the hearing and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the County of Whatcom by a vote of at least _____ members of the County Council on _____, 2021.

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

Christopher Quinn
Civil Deputy Prosecutor
(approved electronically 3/10/2021)

Satpal Singh Sidhu, County Executive

Exhibit "A"

Franchise Area.

County Road #360

Jones Road crossing 166.2 feet West of the NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Township 41 North, Range 4 East.

County Road #551

Conchman Road crossing 987.47 feet North of the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Township 41 North, Range 4 East.

County Road #182

Rock Road crossing 568.0 feet East of the SW corner of Section 36, Township 41 North, Range 4 East.

County Road #179

Sumas-Kendall Road crossing 489.7 feet West of the SE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 40 North, Range 4 East.

County Road #343

Graveyard Road crossing 1789.1 feet South of the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 40 North, Range 4 East.

Clearbrook or Steel Road crossing 981.3 feet East of the NW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 40 North, Range 4 East.

County Road #91

North Pass Road crossing 443.01 feet East of the NW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, Township 40 North, Range 4 East.

County Road #438

Swanson Road crossing 512.36 feet North of the SE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, Township 40 North, Range 4 East.

County Road #84

Telegraph Road crossing approximately 1200 feet North of south line of Section 15 and approximately 1000 feet West of NS center line of Section 15, Township 40 North, Range 4 East.

County Road #330

Alm Road crossing 473.81 feet East of the NW corner of Section 22, Township 40 North, Range 4 East.

County Road #393

Gillies (Carmen) Road crossing 1037.35 feet East of the center of Section 21, Township 40 North, Range 4 East.

County Road #87

Crossing approximately 716 feet South of the North West corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Township 40 North, Range 4 East.

County Road #75

Emmerson Road crossing 124 feet South of the North West corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 40 North Range 4 East.

County Road #269

Pole Road crossing approximately 475 feet East of the South West corner of the SE $\frac{1}{4}$ of Section 1, Township 39 North, Range 3 East.

County Road #151

Everson Goshen Road crossing approximately 1540 feet North of the South West corner of the SW $\frac{1}{4}$ of Section 12 Township 39 North, Range 3 East.

County Roads 116 & 117.

Central Road crossing 1114.12 feet West of the South East corner of Section 11, Township 39 North, Range 3 East.

County Road #61

Hemmi Road crossing 111.18 feet East of the South West corner of Section 14, Township 39 North, Range 3 East.

County Road #150

Noon Road crossing 152.9 feet South of the North West corner of Section 23, Township 39 North, Range 3 East.

County Road #188

Axton Road Crossing 1239.54 feet East of the South West corner of Section 22, Township 39 North, Range 3 East.

County Road #675

Farm to Market Road crossing approximately 1125 feet South of North West corner of Section 27, Township 39 North, Range 3 East.

County Road #58

Smith Road crossing 949.43 feet West of South East corner of the SW $\frac{1}{4}$ of Section 28, Township 39 North, Range 3 East.

County Road #478

Kelly Road crossing 985.39 feet East of the South West corner of Section 33, Township 39 North Range 3 East.

County Road #44

Van Wyck Road crossing 1165.18 feet East of the South West corner of Section 4, Township 39 North, Range 3 East.

Moss Street crossing 151 feet West of the South East corner of Lot 2 (North $\frac{1}{2}$) of the NW $\frac{1}{4}$ of Section 9, Township 38 North, Range 3 East.

Lake Street crossing 170.70 feet West of the South East corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 38 North, Range 3 East.

Depot Street crossing 527.70 feet North and 158.17 feet West of the South East corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 38 North, Range 3 East.

Ayer Street crossing 263.85 feet North and 124.11 feet West of South East corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 38 North, Range 3 East.

June Street crossing 150.03 feet West of the South East corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 9, Township 38 North, Range 3 East.

County Road #422

Duer Road crossing 108.67 feet West of the South East corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 38 North, Range 3 East.

County Road #224

Gunderson Road crossing 212.07 feet South of North West corner of the SW $\frac{1}{4}$ of Section 10, Township 37 North, Range 3 East.

Unnamed Road crossing 149.5 feet North of South West corner of Lot 8, in the South East corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 37 North, Range 3 East.

County Road #277 (Old Lake Samish & Fairhaven Road) Crossing approximately 625 feet North and 625 feet East of the center of Section 36, Township 37 North, Range 3 East.

County Road # 549

(Nulle Road) Crossing approximately 800 feet South and 630 feet East of center of Section 36, Township 37 North, Range 3 East.

BRANCH LINE – Laurel to G.P.

County Road #84

(Old Telegraph Road) crossing approximately 630 feet South and 700 feet East from the North West corner of Section 33 Township 39 North, Range 3 East.

County Road #384

(Hannegan Road) crossing 712.41 feet South of the North West corner of Section 33, Township 39 North, Range 3 East.

County Road #415

(Aldrich Road) crossing 890.45 feet South from North West corner of NE $\frac{1}{4}$ of Section 35, Township 39 North, Range 2 East.

County Road #104

(Waske Road) crossing 913.08 feet South of North West corner of Section 35, Township 39 North, Range 2 East.

Pipe Line crossing in the Northern half of NE $\frac{1}{4}$ of Section 34, including County Road #57 (Northwest Diagonal).

Pipe line crosses West line of NE $\frac{1}{4}$ of Section 34, 960.33 feet South of North line of Section 34 and crosses East line of Section 34, 913.08 feet South of North line of Section 34, Township 39 North, Range 2 East.

County Road #424

(Graveline Road) 974.31 feet South of the North West corner of NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 39 North, Range 2 East.

County Road #651

(Byers Road) crossing 974.83 feet South of North West corner of Section 34, Township 39 North, Range 2 East.

County Road #373

(Smith Road) crossing 245.45 feet East of North West corner of Section 33, Township 39 North, Range 2 East.

County Road #623

(Crossing approximately 1200 feet North and 650 feet West of the South East corner of Section 29, Township 39 North, Range 2 East.

County Road #317

(Neilson Road) crossing 403.47 feet South of the North West Corner of the NE $\frac{1}{4}$ of Section 32, Township 39 North, Range 2 East.

County Road #59

(River Road) crossing approximately 1050 feet South and 600 feet of the North East corner of Section 31, Township 39 North, Range 2 East.

County Road #312

(Imhoff Road) crossing 1001.41 feet South of the North West corner of the NE $\frac{1}{4}$ of Section 31, Township 39 North, Range 2 East.

County Road #409

(Johnson Road) crossing 955.95 feet South of the North West corner of Section 31, Township 39 North, Range 2 East.

County Road #20

(Olson Road) crossing 857.96 feet South of the North West corner of Section 36, Township 39 North, Range 1 East.

County Road #94

(Barr Road) crossing 855.69 feet South of the North West corner of the NE $\frac{1}{4}$ of Section 35, Township 39 North, Range 1 East.

County Road #203

(Elder Road) crossing 772.46 feet South of the North West corner of Section 35, Township 39 North, Range 1 East.

County Road #307

(Lake Terrill Road) crossing 870.01 feet South of the North West corner of Section 34, Township 39 North, Range 1 East.

■
ADELSTEIN, SHARPE & SERKA LLP
■ ATTORNEYS AT LAW ■

STEVEN P. ADELSTEIN
PHILIP E. SHARPE, JR.
PHILIP A. SERKA
JEFFREY P. FAIRCHILD
MITCHELL G. FABER
IVAN M. STONER
IAN MCCURDY
JAMES T. HULBERT
PATRICK E. BYRNES

June 25, 2020

Mr. Barry Buchanan, Chair
Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225

Re: Application for Franchise Renewal for Trans Mountain Oil Pipeline

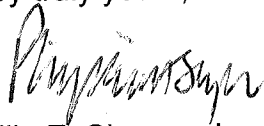
Dear Chairman Buchanan:

This law firm represents Trans Mountain Pipeline (Puget Sound) LLC ("Trans Mountain") which owns and operates the Trans Mountain oil pipeline. As you know, the pipeline has been in operation since the 1950's and serves refineries in Ferndale and Anacortes. Trans Mountain is a common carrier engaged in interstate commerce and as such, is governed by rules and regulations promulgated by the United States Department of Transportation and the Federal Energy Regulatory Commission.

Trans Mountain's pipeline crosses through a number of jurisdictions including Whatcom County. Its franchise agreement with Whatcom County is for a term of 25 years. It was renewed in June of 1996 and is scheduled to expire in June of 2021. Accordingly, it is submitting herewith the required application for renewal together with the filing fee. My client would appreciate it if you would be kind enough to refer this matter to the appropriate department and have one of its representatives contact me to discuss the renewal process and any information which may be required.

Thank you for your attention to this matter. If there are questions or comments, please don't hesitate to contact me.

Very truly yours,



Philip E. Sharpe, Jr.

PES:kms
Enclosures
cc: client

\\ADELSTEINPROLAWProLawFiles\Documents\3616-010\Trans Mountain Pipeline (Puget Sound) LLC (010)\Correspondence\351942.docx

APPLICATION FOR FRANCHISE

TO THE WHATCOM COUNTY COUNCIL:

COMES NOW, Trans Mountain Pipeline (Puget Sound) LLC

who respectfully petitions the Whatcom County Council for a twenty-five (25) year
franchise to lay, construct, maintain, and repair
Oil pipeline

and all necessary appurtenances along, over, and across the following roads situated
in Whatcom County, Washington:

All County roads, public ways and county property through which the
pipeline currently runs.

The petitioner further requests that the Whatcom County Council fix a time and place
for a public hearing on the granting of this continuation of franchise, and that public
notice be given, at the expense of the petitioner, as provided by law; and that, at
said hearing, petitioner be granted the franchise continuation herein requested.

DATED: June 1, 2020

Trans Mountain Pipeline (Puget Sound) LLC

Company Name

7815 Shellmont Street

Mailing Address

Burnaby, BC, Canada V5A 4S9

City

State

Zip

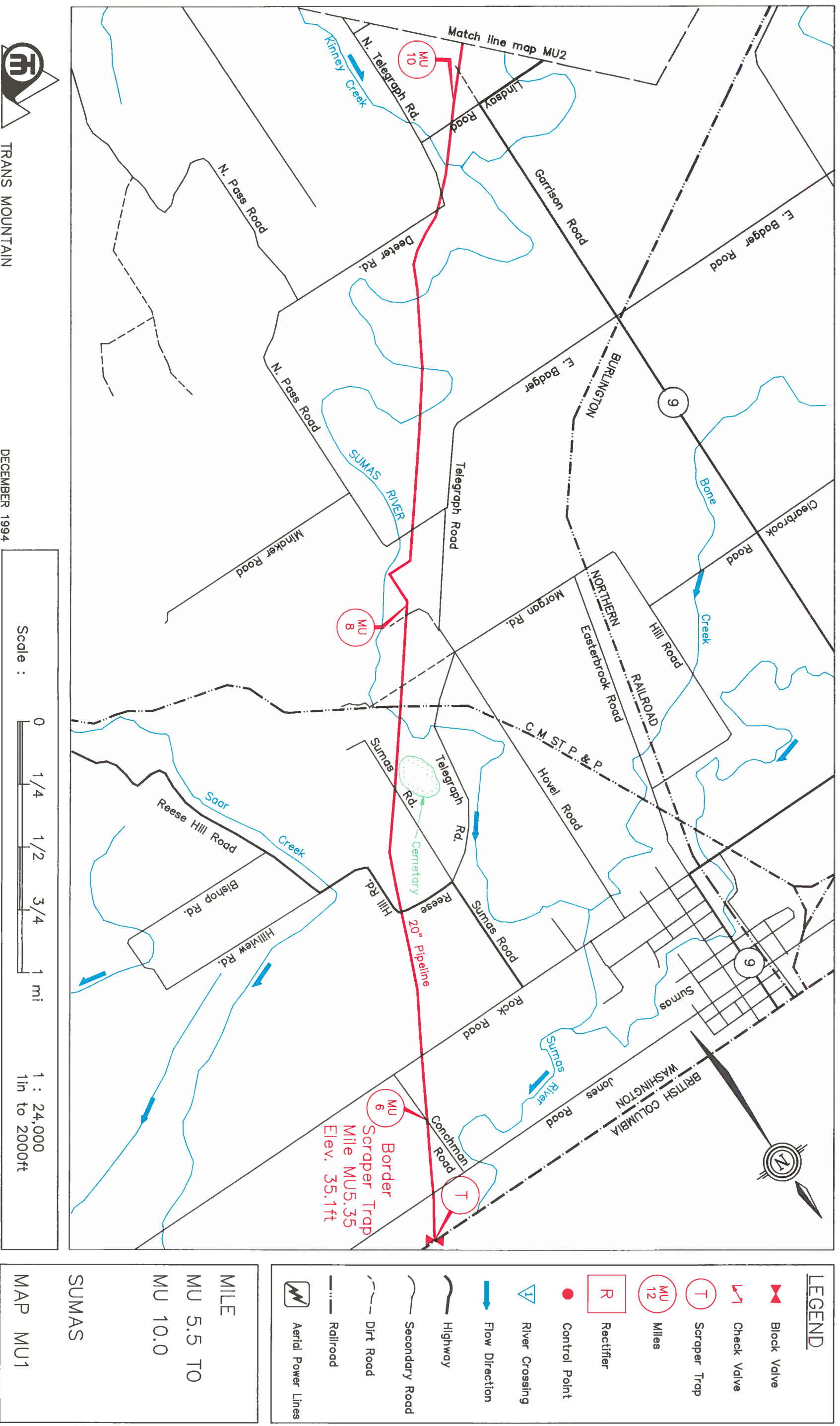
(604) 992-1955

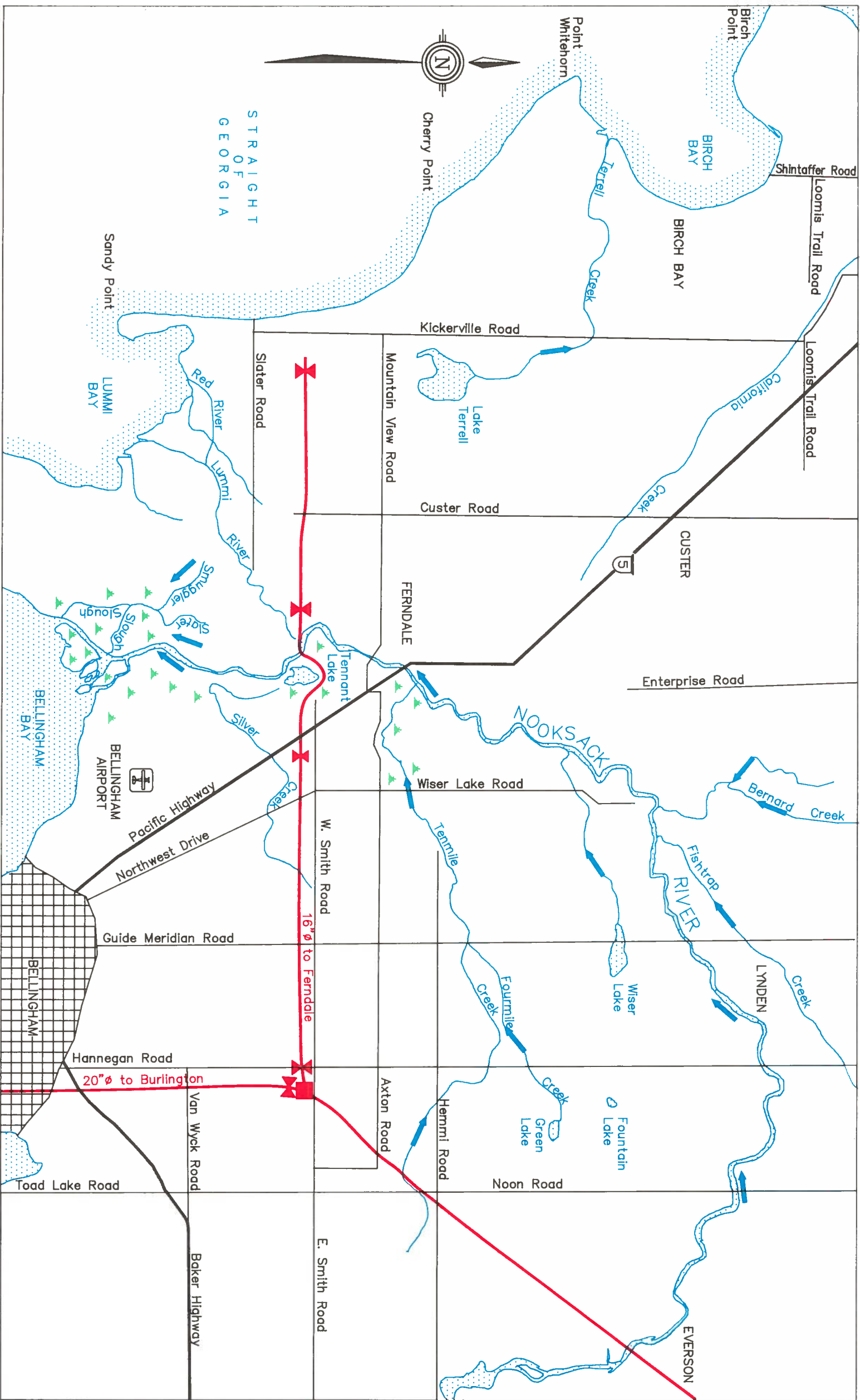
Phone Number


Signature of authorized agent/owner

Alain Parise, Director- Land

Print or type name





TRANS MOUNTAIN

DECEMBER 1994

Scale :



1 : 72000
1 in to 6000 ft

LEGEND

- Block Valve
- Check Valve
- Scraper Trap
- Miles
- Rectifier
- Control Point
- River Crossing
- Flow Direction
- Highway
- Secondary Road
- Dirt Road
- Railroad
- Aerial Power Lines

OFFSET MAP
NOOKSACK
RIVER

MAP MU2A

LEGEND

- Block Valve
- Check Valve
- Scraper Trap
- Miles
- Rectifier
- Control Point
- River Crossing
- Flow Direction
- Highway
- Secondary Road
- Dirt Road
- Railroad
- Aerial Power Lines

MILE

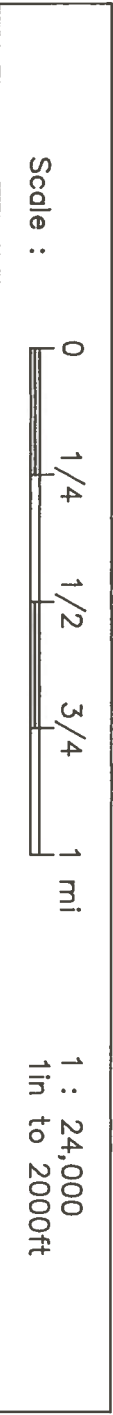
MU 15.25 TO

MU 20.25

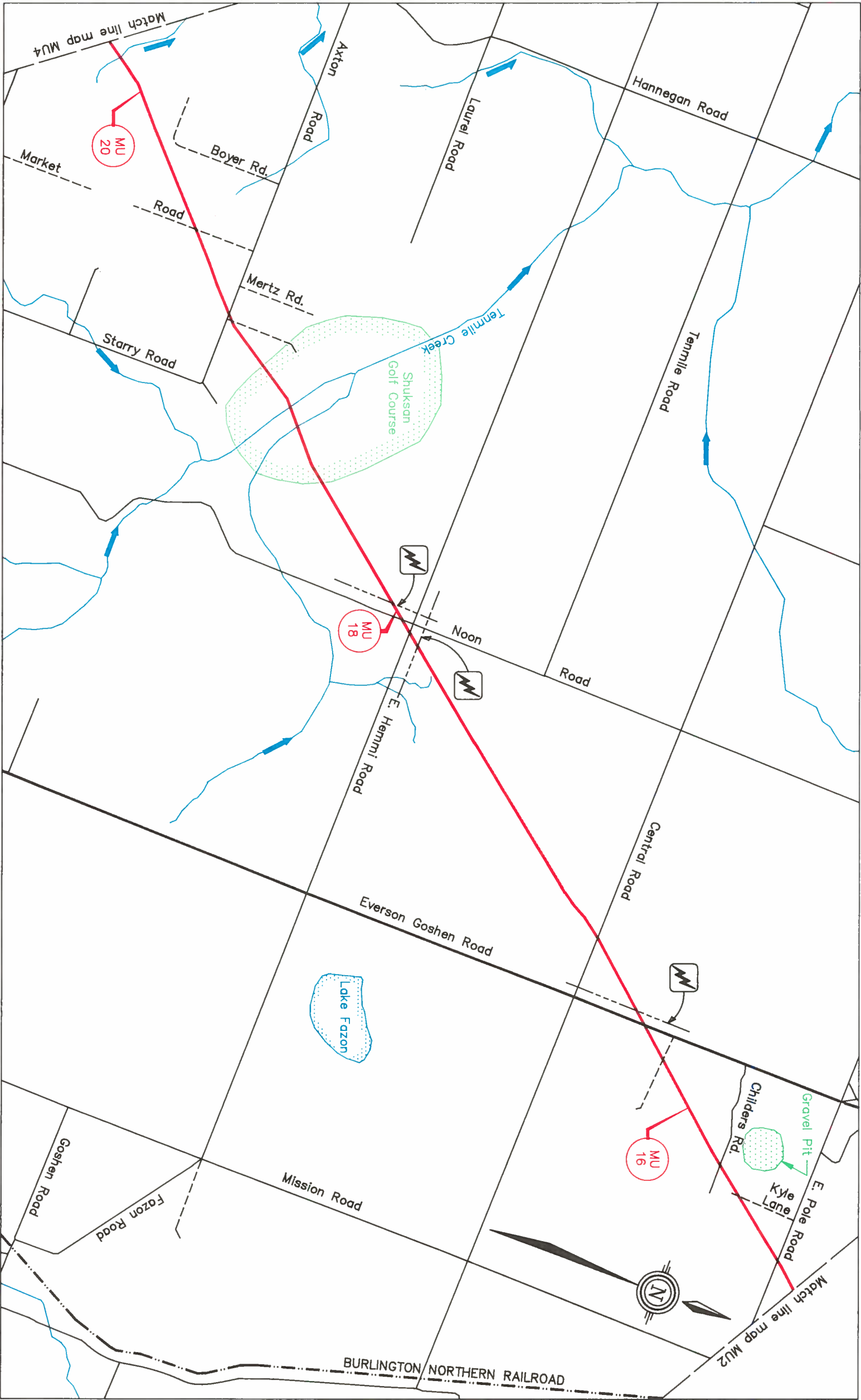
TEN MILE

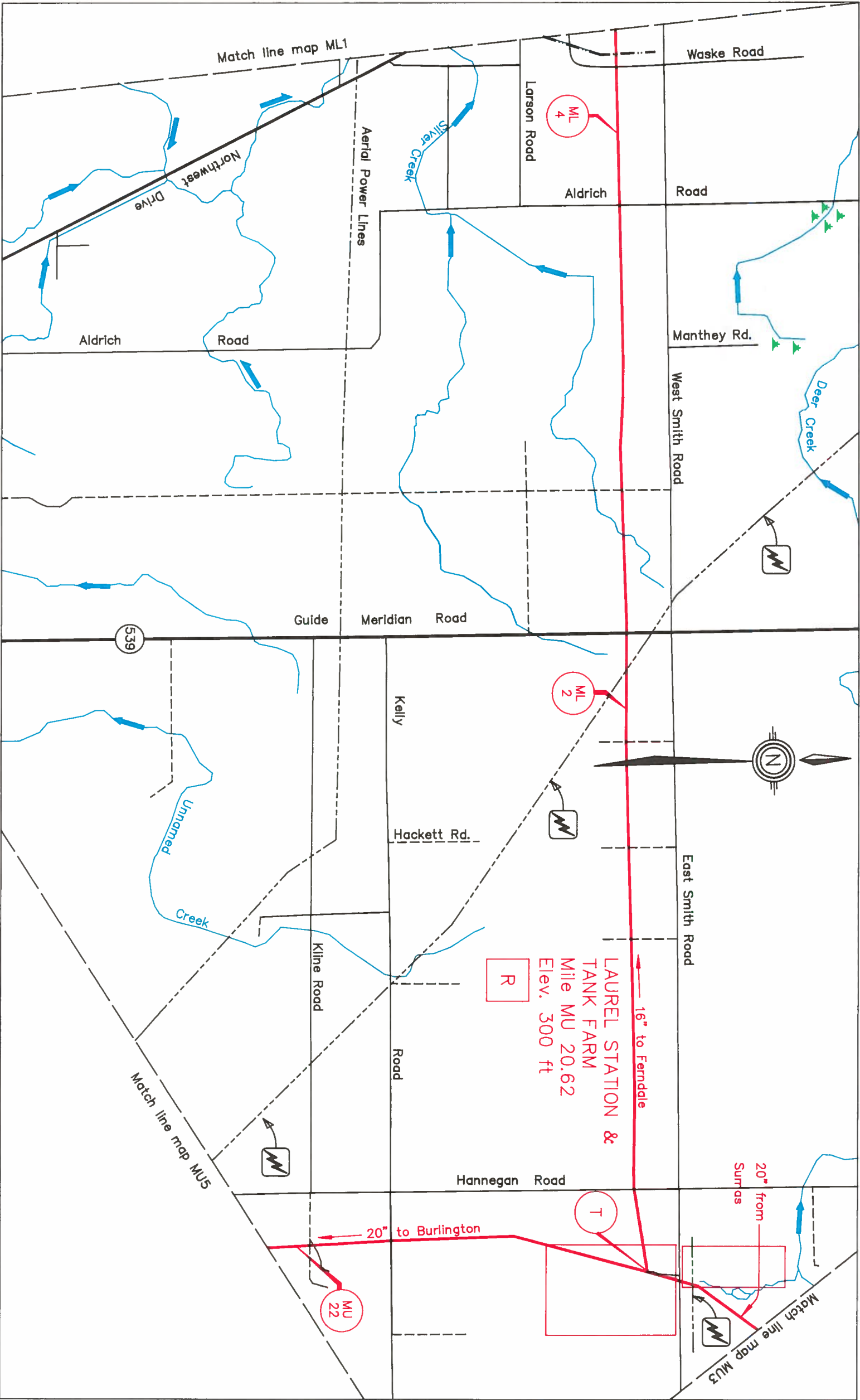
CREEK

MAP MU3



DECEMBER 1994





TRANS MOUNTAIN

DECEMBER 1994

Scale : 0 1/4 1/2 3/4 1 mi 1 : 24,000 1in to 2000ft

LEGEND

- Block Valve
- Check Valve
- Scraper Trap
- Miles
- Rectifier
- Control Point
- River Crossing
- Flow Direction
- Highway
- Secondary Road
- Dirt Road
- Railroad
- Aerial Power Lines

MILE
MU 20.25 TO
MU 22.0
ML 0.0 TO
ML 4.25
LAUREL
MAP MU4

LEGEND

- Block Valve
- Check Valve
- Scraper Trap
- Miles
- Rectifier
- Control Point
- River Crossing
- Flow Direction
- Highway
- Secondary Road
- Dirt Road
- Railroad
- Aerial Power Lines

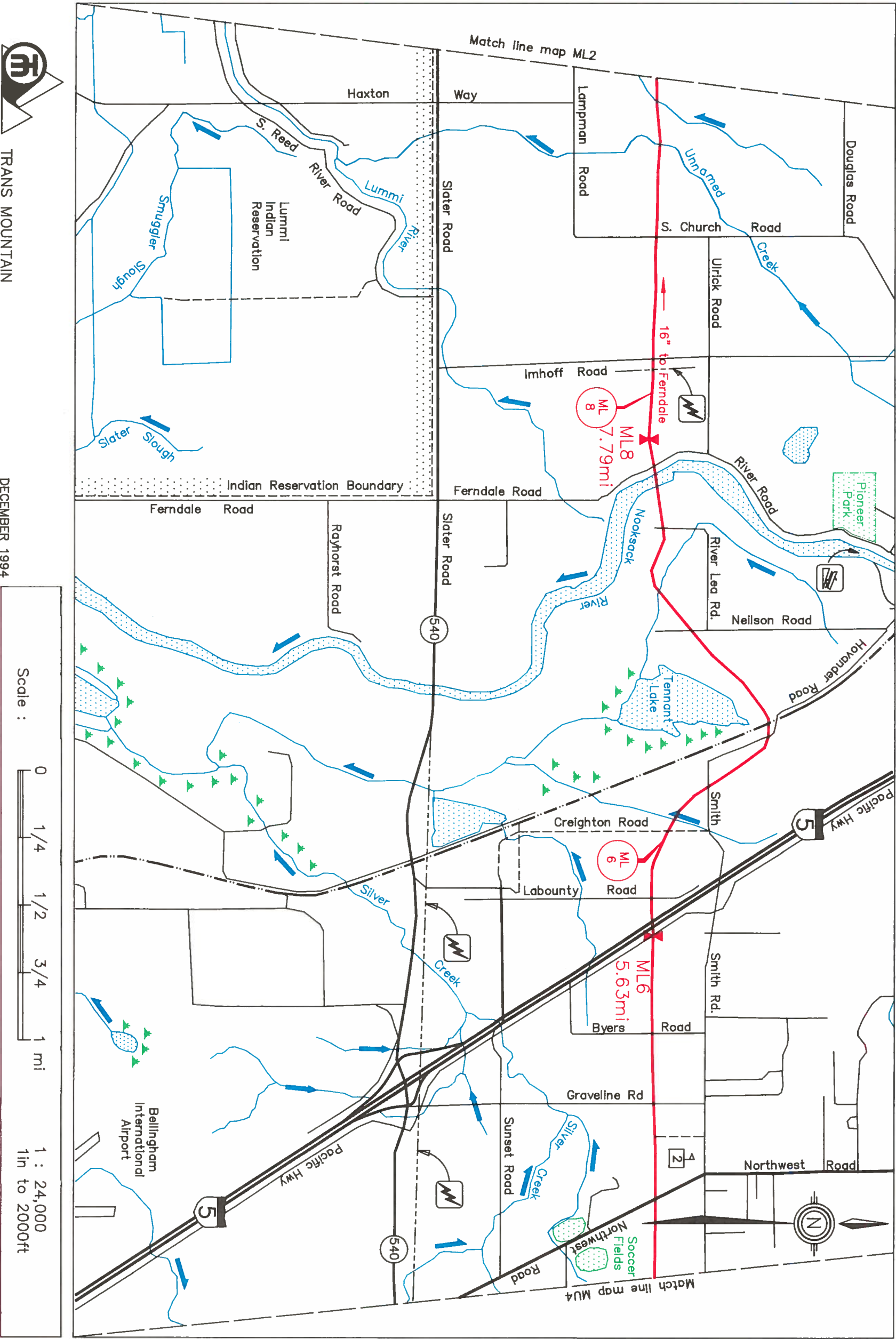
MILE

ML 4.25 TO

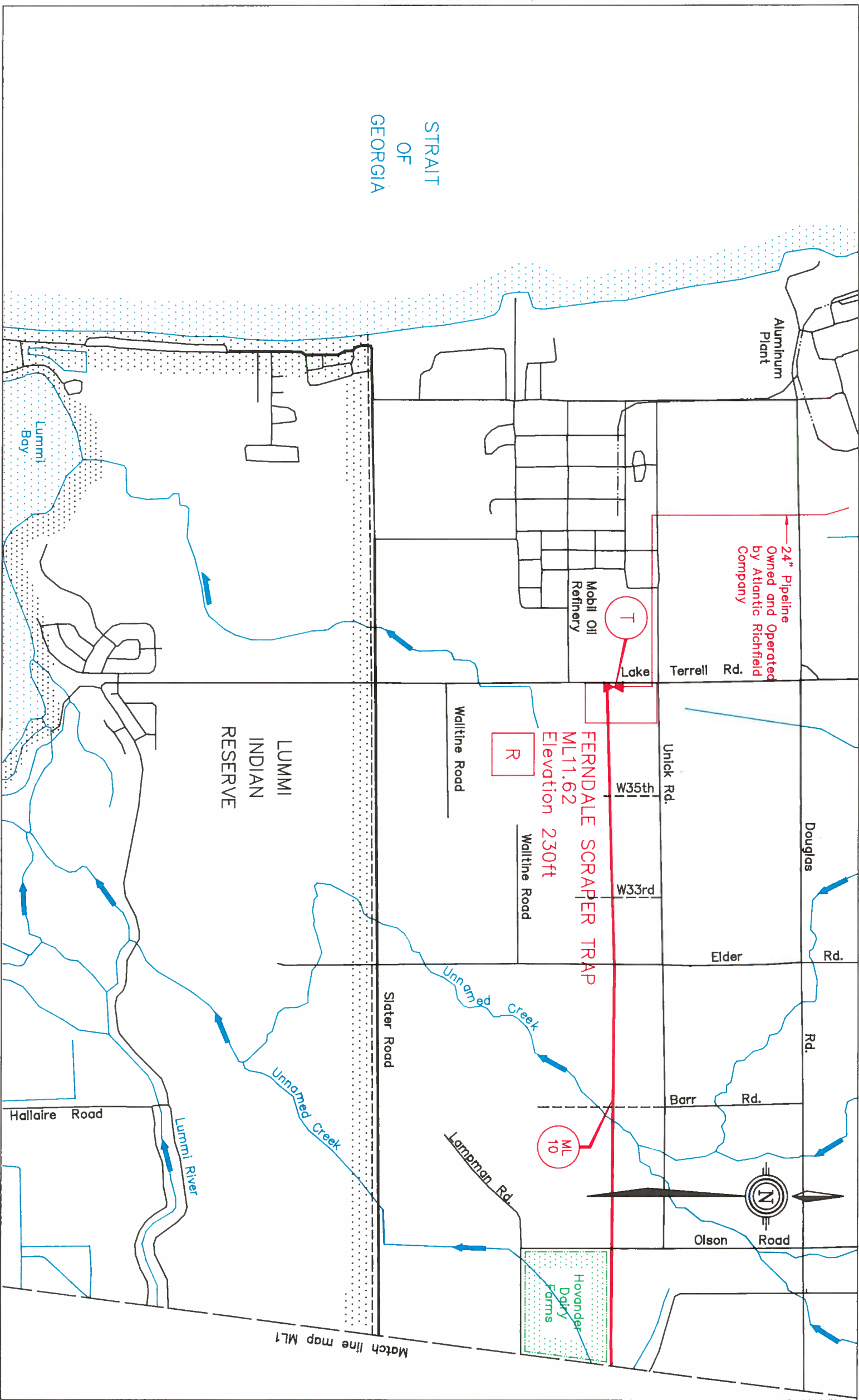
ML 9.0

FERNDALE

MAP ML1

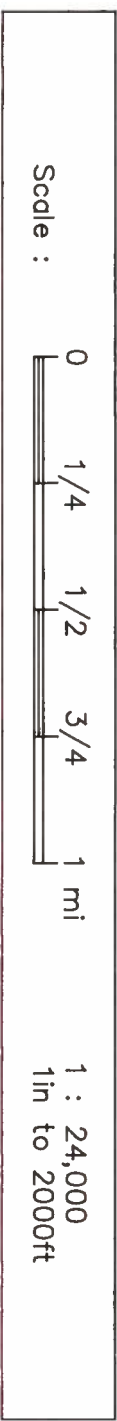


DECEMBER 1994



TRANS MOUNTAIN

DECEMBER 1994



LEGEND	
	Block Valve
	Check Valve
	Scrapper Trap
	Miles
	Rectifier
	Control Point
	River Crossing
	Flow Direction
	Highway
	Secondary Road
	Dirt Road
	Railroad
	Aerial Power Lines

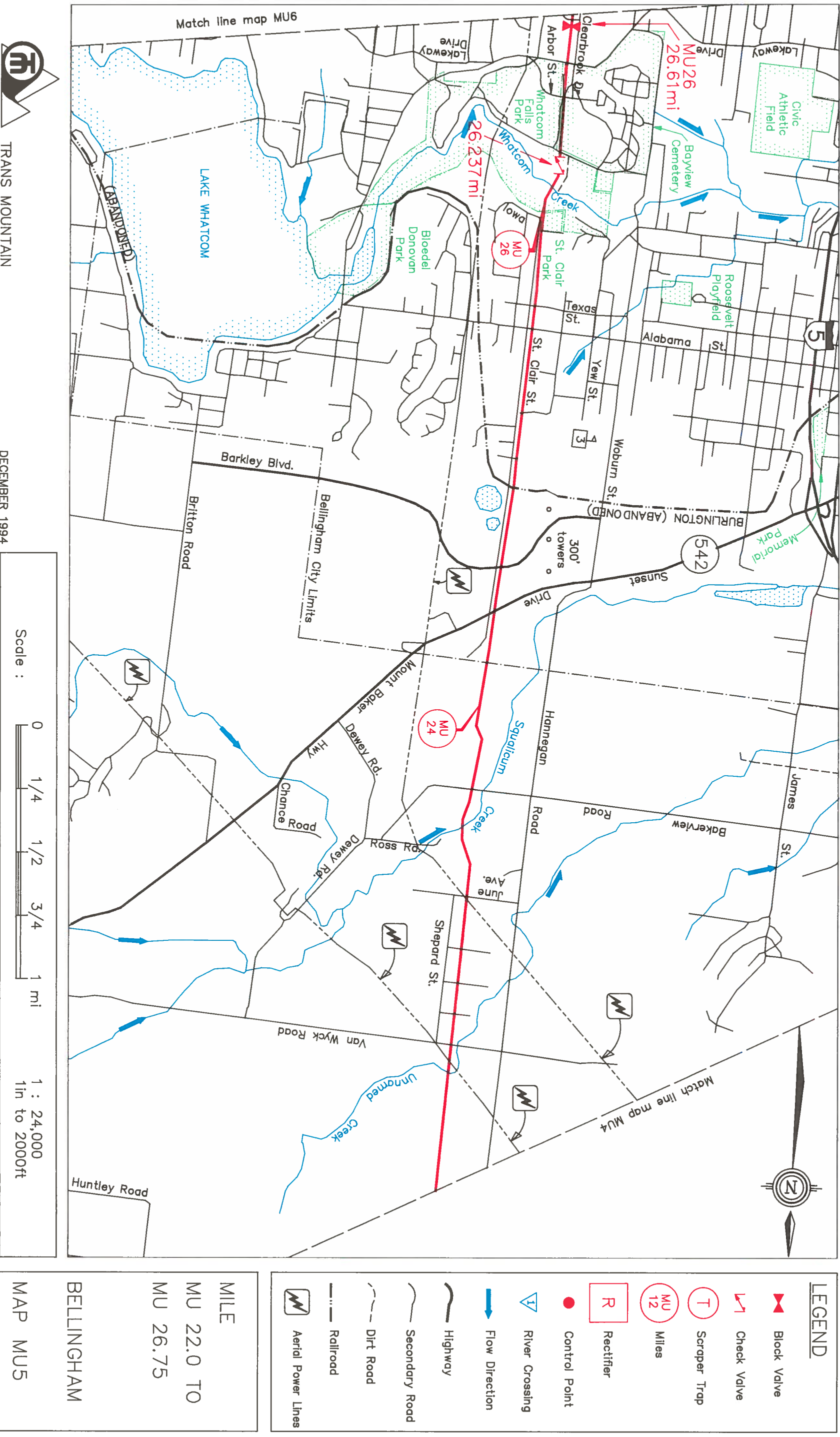
MILE

ML 9.0 TO

ML 11.62

LAKE TERRELL

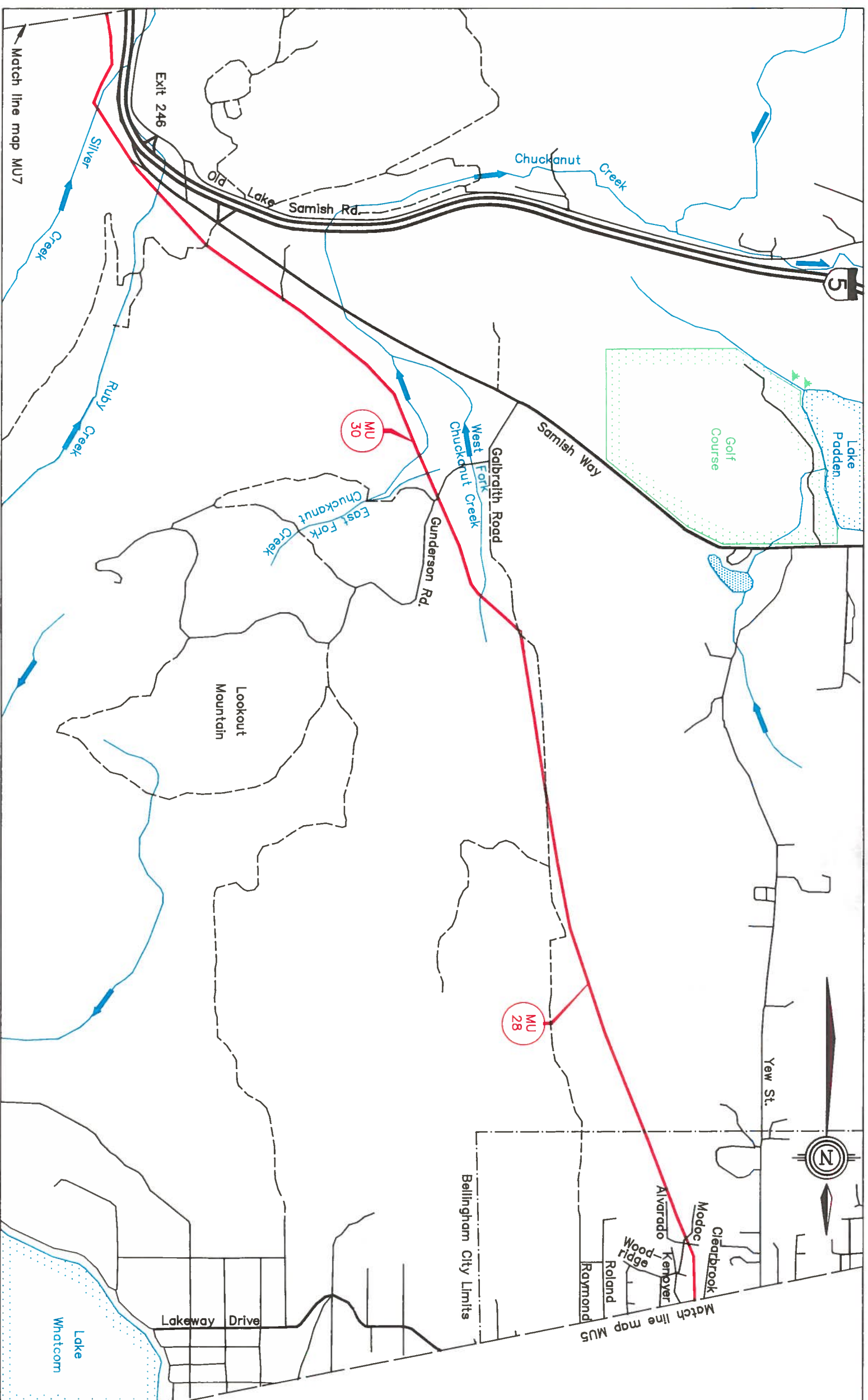
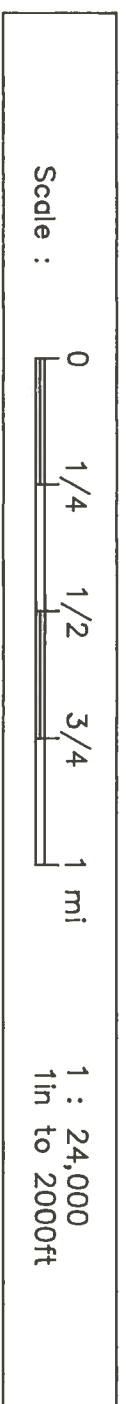
MAP ML2





TRANS MOUNTAIN

DECEMBER 1994



LEGEND

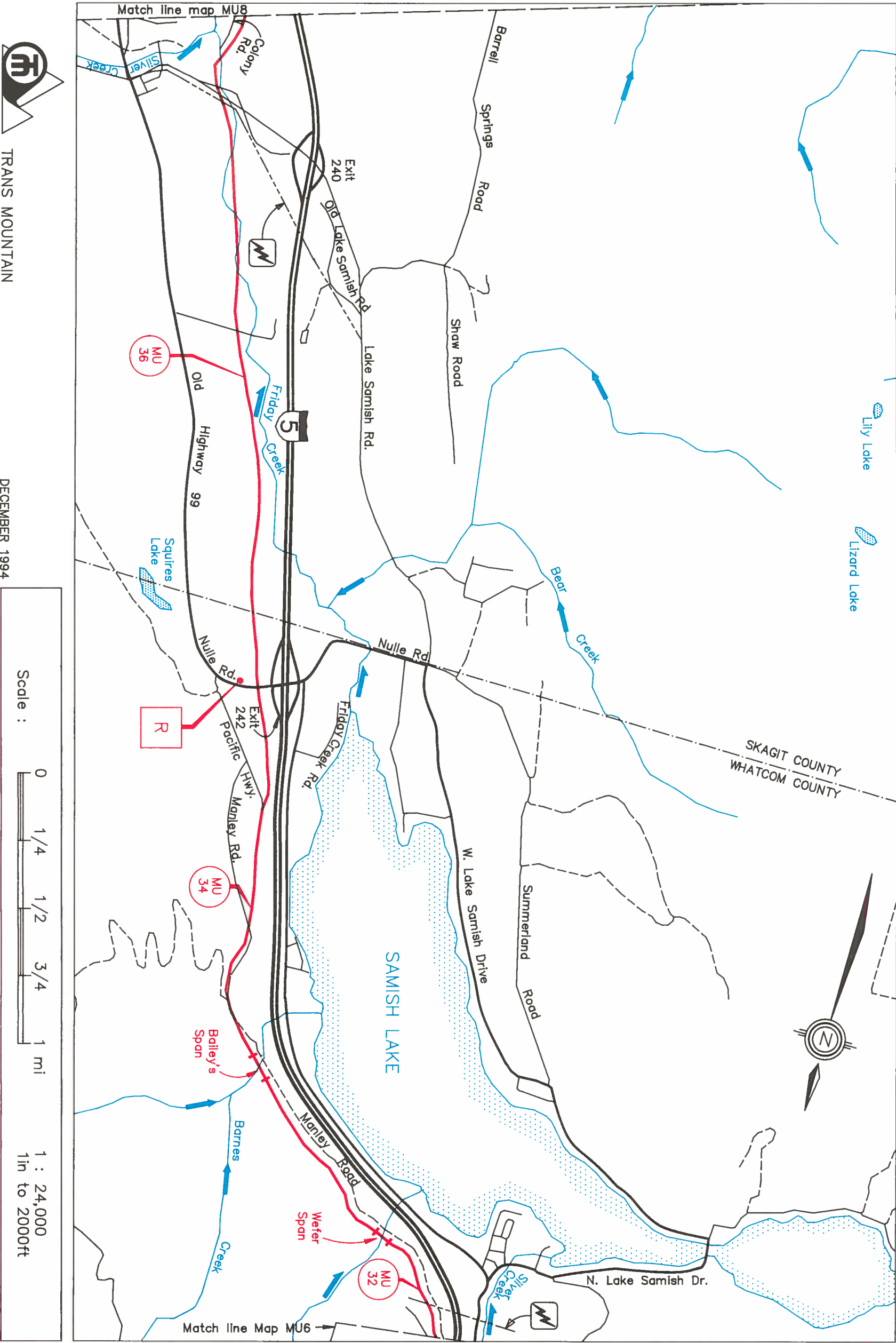
- Block Valve
- Check Valve
- Scraper Trap
- Miles
- Rectifier
- Control Point
- River Crossing
- Flow Direction
- Highway
- Secondary Road
- Dirt Road
- Railroad
- Aerial Power Lines

MILE

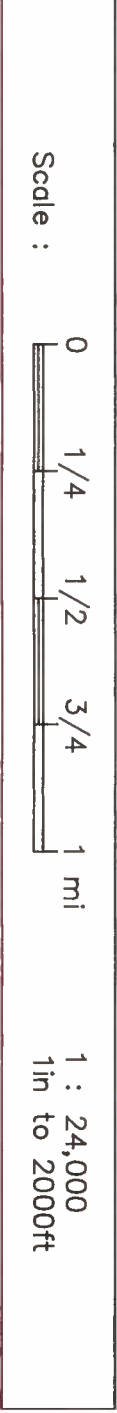
MU 26.75 TO
MU 32.0

GALBRAITH

MAP MU6



DECEMBER 1994



LEGEND	
	Block Valve
	Check Valve
	Scraper Trap
	Miles
	Rectifier
	Control Point
	River Crossing
	Flow Direction
	Highway
	Secondary Road
	Dirt Road
	Railroad
	Aerial Power Lines

MILE
MU 32.0 TO
MU 37.5
SAMISH LAKE
MAP MU7



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-184

File ID:	AB2021-184	Version:	1	Status:	Agenda Ready
File Created:	03/16/2021	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 9.08.020 Unlawful Exposure to include an exception for breastfeeding

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code 9.08.020 Unlawful Exposure to include an exception for breastfeeding

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed Ordinance

ORDINANCE NO. _____

**ORDINANCE AMENDING WHATCOM COUNTY CODE 9.08.020 UNLAWFUL EXPOSURE
TO INCLUDE AN EXCEPTION FOR BREASTFEEDING**

WHEREAS, the American Academy of Pediatrics recommends that all babies, with rare exceptions, be breastfed and/or receive expressed human milk exclusively for the first six months of life; and

WHEREAS, the American Academy of Pediatrics recommends continuing breastfeeding with the addition of complimentary foods through the second half of the first year and beyond as long as mutually desired between parent and baby; and

WHEREAS, the Revised Code of Washington 9A.88.010 states that the act of breastfeeding or expressing breast milk is not indecent exposure; and

WHEREAS, the Revised Code of Washington 49.60.30(g) establishes the right of a mother to breastfeed her child in any place of public resort, accommodation, assemblage, or amusement; and

WHEREAS, the Revised Code of Washington 49.60.215 provides that it is an unfair practice for any person to discriminate against a mother breastfeeding her child in any such place; and

WHEREAS, the Centers for Disease Control 2020 Breastfeeding Report Card indicated that 92.5% of babies born in Washington State start out breastfeeding, but only 74.6% were still breastfeeding at 6 months, and only 28.9% were exclusively breastfeeding at 6 months; and

WHEREAS, in recognition of the well-documented health advantages, for parent and child, Whatcom County wishes to provide a supportive environment for breastfeeding parents.

1 **NOW, THEREFORE, BE IT ORDAINED** that the Whatcom County Council adopts
2 the above "WHEREAS" recitals as finding of fact in support of its action; and
3

4 **BE IT FINALLY ORDAINED** by the Whatcom County Council that Whatcom County
5 Code 9.08.020 is hereby amended as described in Exhibit A.
6
7

8
9 **ADOPTED** this ____ day of _____, 2021.
10

11
12
13
14 **ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

15
16
17 _____
18 Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

19
20
21
22 **APPROVED AS TO FORM:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

() Approved () Denied

23
24
25
26
27
28 Karen Frakes / by email/ 3/16/2021
29 Civil Deputy Prosecutor

Satpal Sidhu, County Executive

30
31 Date Signed: _____

EXHIBIT A

9.08.020 Unlawful exposure.

It is unlawful for any female to expose or permit public display of her bosom, in the nude or substantially exposed to public view, in any public establishment—except this shall not apply to a parent who is breastfeeding a child.

A parent shall have the right to breastfeed a child in any location, public or private, where the parent has the right to be with their child, without respect to whether the parent's breast or any part of it is uncovered during or incidental to the breastfeeding of the child.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-128

File ID:	AB2021-128	Version:	1	Status:	Agenda Ready
File Created:	02/17/2021	Entered by:	jking@co.whatcom.wa.us		
Department:	Treasurer's Office	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution to sell county tax title property by public auction

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Pursuant to Whatcom County Code 1.10, the Whatcom County Property Management Committee has recommended sale of the following tax title property as surplus: Tax parcel number 380125 312183 0000; KEL BAY NUMBER 2 SOUTH 60 FEET OF LOT 65, AS PER MAP THEREOF, RECORDED IN BOOK 9 OF PLATS, PAGE 23, WHATCOM COUNTY, WASHINGTON. SEC 25 TWN 38 RGE 1E. The parcel would be sold at public auction, following notification of adjacent property owners, for no less than \$1,877.53 (total taxes, interest, penalties and foreclosure costs.)

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed Resolution, Parcel Information

PROPOSED BY: _____
INTRODUCTION DATE: _____

RESOLUTION NO. _____

TO SELL COUNTY TAX TITLE PROPERTY

1 WHEREAS, RCW 36.35.120 allows the County to sell real estate acquired by tax
2 foreclosure where it is found to be in the best interest of Whatcom County to sell the
3 same; and,

4
5 WHEREAS, the Whatcom County Property Management Committee
6 recommends that the resolution be passed to effectively meet the legal requirement for
7 the disposal; and,

8
9 WHEREAS, RCW 36.35.120 requires the Council to establish the minimum price
10 for said unit of property and to determine whether or not a contract will be allowed, or if
11 it will be a cash price; and,

12
13 WHEREAS, the Whatcom County Code as well as the state law allows the
14 County to reserve from the sale coal, oil, gas, gravel, mineral, ores, fossils, timber or
15 other resources if the Council finds that it is in the best interest to reserve these;

16
17 NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the
18 County to sell:

19
20 Parcel # 380125 312183 0000 / PID 40193

21
22 KEL BAY NUMBER 2 SOUTH 60 FEET OF LOT 65, AS PER MAP THEREOF,
23 RECORDED IN BOOK 9 OF PLATS, PAGE 23, WHATCOM COUNTY,
24 WASHINGTON. SEC 25 TWN 38 RGE 1E

25
26 For no less than taxes, interest, penalties and foreclosure costs of \$1,877.53
27 to the highest and best bidder;

28
29 BE IT FURTHER RESOLVED that said price shall not be allowed under contract
30 and shall be paid in either cash, certified check, or money order to the Whatcom
31 County Treasurer at the time of sale; and,

32
33 BE IT FURTHER RESOLVED that said parcels shall be sold subject to restrictive
34 covenants allowing for imposition of Community Association fees, if any, as set forth in
35 Whatcom County Resolution No. 88-37; and,

36 BE IT FURTHER RESOLVED that this sale transfer to the owners all coal, oil,
37 gas, gravel, minerals, ores, fossils, timber or other resources on or in said land and the
38 right to mine for and remove the same in conformity with zoning regulations in force and
39 effect; and,
40

41 BE IT FURTHER RESOLVED that the Whatcom County Treasurer is hereby
42 directed to sell such property at not less than a certified price and said sale shall take
43 place in accordance with the duties as established in RCW 36.35.120.
44

45
46 APPROVED this _____ day of _____, 2021.
47

48
49 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

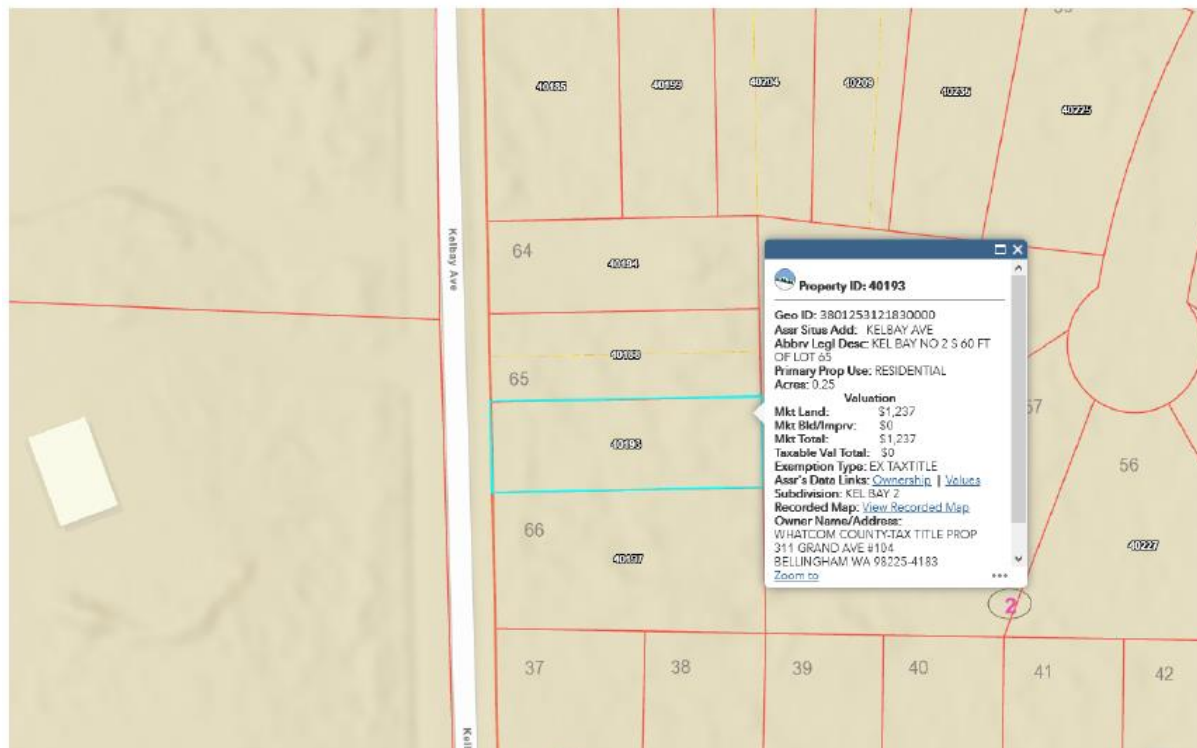
50
51
52 _____
53 Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair

54
55 APPROVED AS TO FORM:
56
57

58 _____
59 Royce Buckingham, Civil Deputy Prosecuting Attorney

Application to purchase WC tax title property at Kelbay Ave in Ferndale
Parcel Number 380125-312183-0000 PID 40193 Acquired 11/22/2013





Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-130

File ID:	AB2021-130	Version:	1	Status:	Agenda Ready
File Created:	02/17/2021	Entered by:	jking@co.whatcom.wa.us		
Department:	Treasurer's Office	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution to sell county tax title property by public auction

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Pursuant to Whatcom County Code 1.10 and pursuant to RCW 36.35.120, the Whatcom County Property Management Committee has recommended sale of the following tax title properties as surplus: Tax parcel number 3801324261740000; THE NORTH 50 FEET OF THE EAST HALF OF LOT 3, BLOCK 3, PLAT OF HUNTER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 2, RECORDS OF WHATCOM COUNTY WASHINGTON. SITUATE IN WHATCOM COUNTY WASHINGTON. and Tax parcel number 3801324261790000; THE SOUTH 50 FEET OF THE EAST HALF OF LOT 2, BLOCK 3, PLAT OF HUNTER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 2, RECORDS OF WHATCOM COUNTY WASHINGTON. SITUATE IN WHATCOM COUNTY WASHINGTON., to be sold together at public auction to a single buyer, following notification of adjacent property owners, for no less than \$3,612.33 (total taxes, interest, penalties and foreclosure costs.)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Resolution, Parcel Information

PROPOSED BY: _____
INTRODUCTION DATE: _____

RESOLUTION NO. _____

TO SELL COUNTY TAX TITLE PROPERTY

1 WHEREAS, RCW 36.35.120 allows the County to sell real estate acquired by tax
2 foreclosure where it is found to be in the best interest of Whatcom County to sell the
3 same; and,
4

5 WHEREAS, the Whatcom County Property Management Committee
6 recommends that the resolution be passed to effectively meet the legal requirement for
7 the disposal; and,
8

9 WHEREAS, the Whatcom County Property Management Committee
10 recommends that Parcel # 380132 426174 0000 / PID 49059 and Parcel # 380132
11 426179 0000 / PID 49060 be sold together to a single buyer to maximize value and to
12 aid or enhance County land use planning and the functionality of the properties; and
13

14 WHEREAS, RCW 36.35.120 requires the Council to establish the minimum price
15 for said unit of property and to determine whether or not a contract will be allowed, or if
16 it will be a cash price; and,
17

18 WHEREAS, the Whatcom County Code as well as the state law allows the
19 County to reserve from the sale coal, oil, gas, gravel, mineral, ores, fossils, timber or
20 other resources if the Council finds that it is in the best interest to reserve these;
21
22

23 NOW, THEREFORE, BE IT RESOLVED that, pursuant to RCW 36.35.120, it is
24 in the best interest of the County to sell:
25

26 Parcel # 380132 426174 0000 / PID 40959
27

28 THE NORTH 50 FEET OF THE EAST HALF OF LOT 3, BLOCK 3, PLAT OF
29 HUNTER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN
30 VOLUME 6 OF PLATS, PAGE 2, RECORDS OF WHATCOM COUNTY
31 WASHINGTON. SITUATE IN WHATCOM COUNTY WASHINGTON
32

33 Together with
34

35 Parcel # 380132 426179 0000 / PID 40960
36

37 THE SOUTH 50 FEET OF THE EAST HALF OF LOT 2, BLOCK 3, PLAT OF
38 HUNTER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN
39 VOLUME 6 OF PLATS, PAGE 2, RECORDS OF WHATCOM COUNTY
40 WASHINGTON. SITUATE IN WHATCOM COUNTY WASHINGTON
41

42 For no less than taxes, interest, penalties and foreclosure costs of \$3,612.33
43 to the highest and best bidder;
44

45 BE IT FURTHER RESOLVED that said price shall not be allowed under contract
46 and shall be paid in either cash, certified check, or money order to the Whatcom
47 County Treasurer at the time of sale; and,
48

49 BE IT FURTHER RESOLVED that said parcels shall be sold subject to restrictive
50 covenants allowing for imposition of Community Association fees, if any, as set forth in
51 Whatcom County Resolution No. 88-37; and,

52 BE IT FURTHER RESOLVED that this sale transfer to the owners all coal, oil,
53 gas, gravel, minerals, ores, fossils, timber or other resources on or in said land and the
54 right to mine for and remove the same in conformity with zoning regulations in force and
55 effect; and,
56

57 BE IT FURTHER RESOLVED that the Whatcom County Treasurer is hereby
58 directed to sell such property at not less than a certified price and said sale shall take
59 place in accordance with the duties as established in RCW 36.35.120.
60

61
62 APPROVED this _____ day of _____, 2021.
63

64
65 ATTEST:
66
67

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

68
69 _____
Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair

70
71 APPROVED AS TO FORM:
72
73

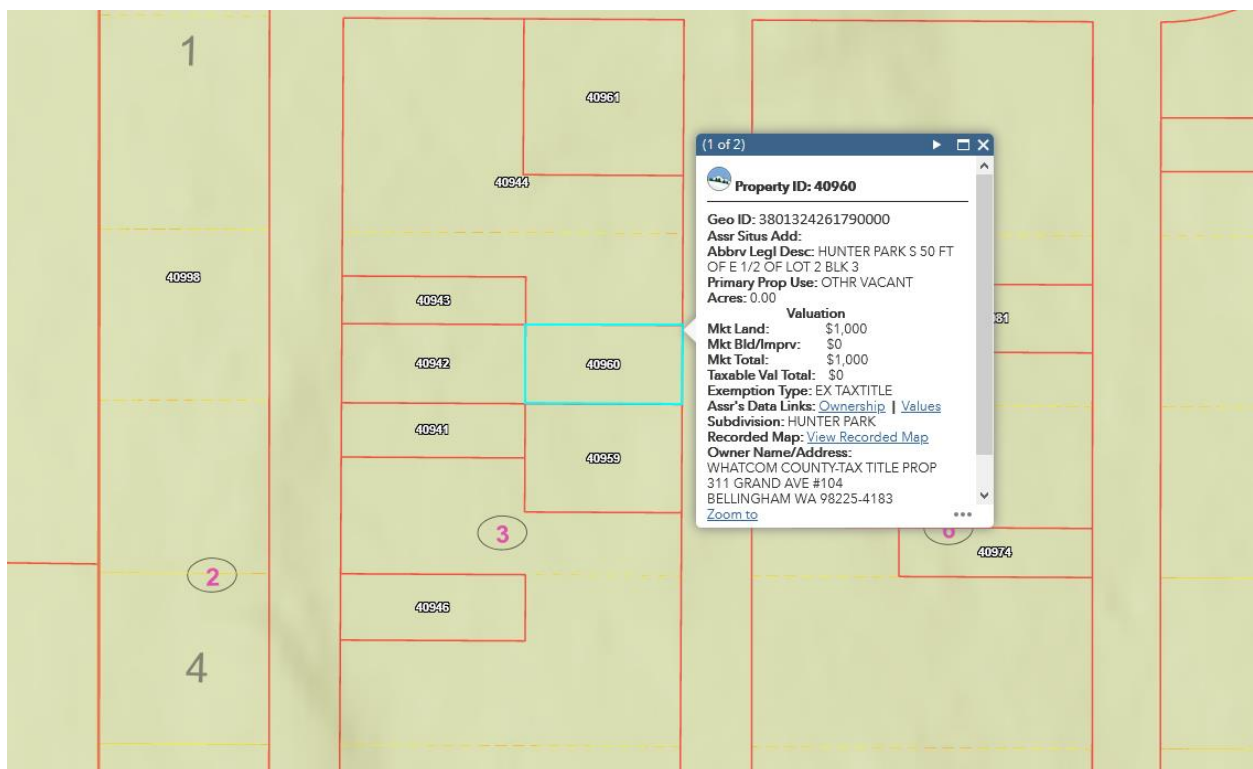
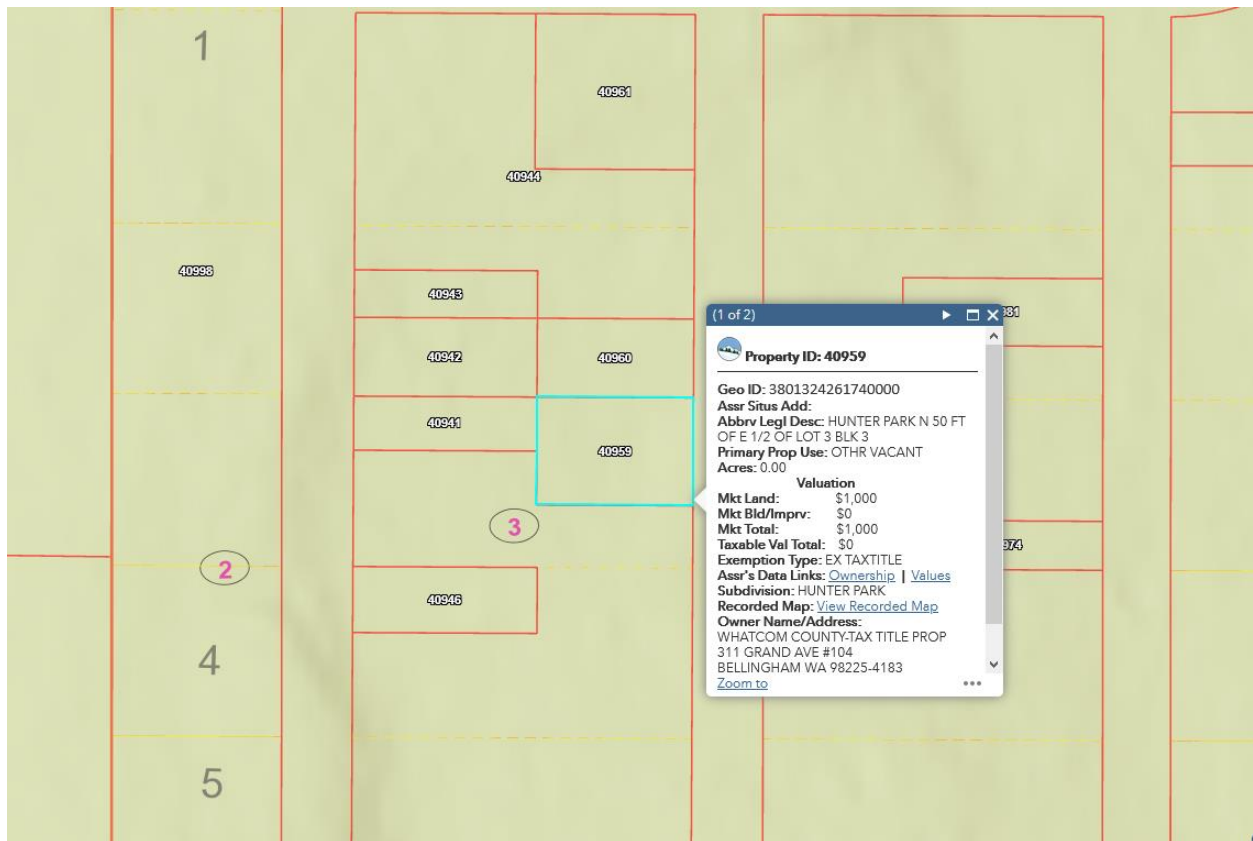
74
75 _____
Royce Buckingham, Civil Deputy Prosecuting Attorney

Application to purchase WC tax title property on Lummi Island

Parcel Number 380132-426174-0000 PID 40959 Acquired 11/17/2017

Parcel Number 380132-426179-0000 PID 40960 Acquired 11/17/2017







Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-168

File ID:	AB2021-168	Version:	1	Status:	Agenda Ready
File Created:	03/10/2021	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution (FCZDBS) Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution declaring the Whatcom County Flood Control Zone District intention to lease property on Emmerson Road (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works requests that the FCZD Board of Supervisors hold a public hearing and take action on the proposed resolution to lease the property for agricultural purposes, and authorize the Whatcom County Executive to execute a lease agreement with the highest responsible bidder that can demonstrate their ability to comply with the conditions contained in the resolution

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Resolution, Aerial Photo

JON HUTCHINGS
DIRECTOR



CIVIC CENTER
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6200
FAX: (360) 738-2468
www.whatcomcounty.us

M E M O R A N D U M

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

Through: Jon Hutchings, Director *JH*

From: Andrew Hester, Public Works Real Estate Coordinator *AH*

Date: March 10, 2021

Re: Leasing of Whatcom County Flood Control Zone Property

Enclosed is a resolution declaring the intent of the Whatcom County Flood Control Zone District (FCZD) to lease property located on Emmerson Road for agricultural purposes, subject to a public hearing.

Requested Action

Public Works respectfully requests that the FCZD Board of Supervisors hold a public hearing and take action on the proposed resolution to lease the property for agricultural purposes, and authorize the Whatcom County Executive to execute a lease agreement with the highest responsible bidder that can demonstrate their ability to comply with the conditions contained in the resolution.

Background and Purpose

The FCZD acquired the property from in 2001. The property has been leased for agricultural purposes since 2010. The existing lease expired on May 31, 2020. Whatcom County Public Works is supportive of continuing to lease the property for agricultural purposes as long as it is subject to the limitations described in the attached resolution.

Resolution and Bid Process

Should the Board of Supervisors approve the proposed resolution to lease the property, sealed bids will be received at the Whatcom County Finance Department office. Further information such as the deadline will be publicized upon approval of the resolution. The highest responsible bidder who can demonstrate their ability to comply with the limitations on use will be awarded the lease.

Please contact me at extension 6216 if you have any questions or concerns regarding the terms of this resolution.

Encl.

1 SPONSORED BY: _____
2 PROPOSED BY: Public Works
3 INTRODUCTION DATE: _____
4

5 RESOLUTION NO. _____
6

7 A RESOLUTION DECLARING THE WHATCOM COUNTY FLOOD CONTROL
8 ZONE DISTRICT INTENTION TO LEASE PROPERTY ON EMMERSON ROAD
9

10 WHEREAS, the Whatcom County Flood Control Zone District (FCZD) owns property
11 located on Emmerson Road, which was purchased from grant funds obtained from the
12 Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act); 42
13 U.S.C. § 5121 et. Seq.; and

14 WHEREAS, certain provisions of the Stafford Act pertaining to maintaining acquired
15 property in open space, allow for cultivation of that space; and

16 WHEREAS, the FCZD is granted authority through its grant agreement to lease property
17 purchased with Stafford Act funds for cultivation; and

18 WHEREAS, the lease expired on May 31, 2020; and

19 WHEREAS, Whatcom County Public Works is supportive of continuing to lease the
20 property for agricultural purposes; and

21 WHEREAS, in accordance with RCW 86.15.080, a FCZD may lease surplus lands in a
22 manner consistent with RCW 36.34; and

23 WHEREAS, it has been determined that the fair market rental value of the property should
24 not be less than \$960.00 per year, plus applicable leasehold tax; and

25 NOW, THEREFORE, BE IT RESOLVED that it is the intention of the FCZD Board of
26 Supervisors to lease the following property described in Exhibit A for a minimum of
27 \$960.00 per year, plus leasehold tax,

28 SUBJECT TO the conditions described in Exhibit B.

29 BE IT FURTHER RESOLVED that the Board of Supervisors hereby directs the Whatcom
30 County Finance Department to lease this property by sealed bid to the highest and best
31 bidder; at a location and time determined by the Finance Department.

32 BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the County
33 Executive to act on its behalf in executing a lease agreement with the highest responsible

1 bidder that can demonstrate his/her ability to comply with the conditions set forth in
2 Exhibit B.

3 BE IT FURTHER RESOLVED that if no lease is fully executed within six months from
4 the date of the passage of this Resolution, the authorization to lease shall be withdrawn.

5

6 APPROVED this _____ day of _____, 2021

7

8 ATTEST:

9

10

11 _____
Dana Brown-Davis, County Clerk

12

13

14 APPROVED AS TO FORM:

15

16 Christopher Quinn

17 Civil Deputy Prosecutor

18 (approved electronically 3/10/2021)

19

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

EXHIBIT A

A tract of land in the Northwest Quarter of the Southeast Quarter and Government Lot 5 of Section 31, Township 40 North, Range 4 East of W.M. described as follow:

Commencing at a point where the county road intersects the north boundary line of the Southeast Quarter of said Section 31; thence south along said county road a distance of 16 rods and 12 feet; thence due West and parallel to the north boundary line of said Southeast Quarter of said Section 31 to the present east bank of the Nooksack River as established January 1, 1962, from aerial survey and decree in Superior Court Case No. 43682; thence northerly along the said east bank of said river to the point where it intersects the north boundary line of said Southeast Quarter of Section 31; thence east along the said north boundary line to the place of beginning,

EXCEPT the East 132 feet of the south 156 feet thereof, AND EXCEPT right-of-way lying along the easterly line thereof; commonly referred to as Emmerson Road AND EXCEPT river wash.

Situate in Whatcom County, Washington.

SUBJECT TO an easement for ingress and egress commencing at a point where the county road intersects the north boundary line of the Southeast Quarter of Section 31, Township 40 North, Range 4 East of W.M.; thence North along said county road, 12 feet; thence West 155 feet; thence South 12 feet; thence East along the North boundary line of the Southeast Quarter of said Section 31, to the point of beginning.

Situate in Whatcom County, Washington.

Subject to any other covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

EXHIBIT B

LIMITATIONS ON AND REQUIREMENTS FOR USE:

1. No fill can be brought into the property. Minor land grading of the property to make it level and farmable is permissible.
2. No structures can be constructed on the property.
3. Only grasses or annual crops are allowed, with winter cover crop required if annual crop is used. Grazing of animals on the property is not allowed.
4. Application of commercial fertilizer and manure are allowed only if they are included in the farm plan. Methods and timing of fertilizer and manure application must be in accordance with that plan.
5. All activities must be done in accordance with all applicable federal, state and local rules and regulations.
6. Tenant agrees to keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways, and refrain from any operations or practice that will damage such structures or adversely affect their function.
7. Tenant must have a current farm plan for this property following current NRCS standards and specifications. If an approved farm plan has not already been established, then within 30 days of the commencement of the lease the Tenant must contact the Whatcom Conservation District to create an approved farm plan for the property. The implementation of such plan must begin within 120 days of the commencement of the lease and be followed during the term of the lease.
8. Prior to the commencement of the lease the County shall commission a comprehensive soil chemistry analysis ("First Test") comparable to those typically used by knowledgeable buyers as part of their typical pre-purchase inspections of agricultural land. A copy shall be retained by the County and copy shall be provided to the tenant.
9. No sooner than 90 days and no later than 30 days prior to the termination of the lease term the County shall commission a new comprehensive soil chemistry analysis ("Second Test") substantially identical to the First Test. A copy shall be retained by the County and copy shall be provided to the tenant.
10. If the Second Test establishes that the soil has equal or greater nutrient value and health than the First Test then the Tenant shall have no further obligation to improve the soil once the lease term expires.

- 1 11. If the Second Test establishes that the soil has been depleted or its health is has
2 otherwise been impaired since the First Test then it shall be the Tenant's obligation to
3 immediately repair and replenish the land as soon as weather permits. Should the
4 Tenant fail to do this within 90 days of the weather permitting, the County may elect to
5 employ others repair the land and bill the Tenant for all associated costs.
- 6 12. The Tenant shall provide security to guarantee payment of costs referred to in items #6,
7 #8, #9, and #11 above, in a form and amount approved by the Prosecuting Attorney's
8 Office.
- 9 Lease Term: The maximum term of the lease is 5 years.
- 10 Bid Response: Bidders should submit the following information as part of their bid response:
- 11 1. Bid amount for annual rental of land. Do not include leasehold tax in your bid amount,
12 as it will be calculated and applied separately upon the successful bid amount.
- 13 2. A statement of your understanding of the scope of the lease and the steps necessary to
14 farm the land.
- 15 3. A brief outline of how you propose to manage the farmland if awarded the lease and a
16 timetable for your farm plan.
- 17 4. Describe your ability to obtain insurance for your leasing for this project. Proof of
18 insurance must be provided prior to final execution of the lease agreement. Insurance
19 must include the following minimum coverages:
- 20 a. General liability coverage \$1,000,000 per occurrence
- 21 b. Workers Compensation Coverage as required by the Industrial Insurance laws of the
22 State of Washington.





Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-169

File ID:	AB2021-169	Version:	1	Status:	Agenda Ready
File Created:	03/10/2021	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution (FCZDBS) Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	03/23/2021			Enactment #:	

Primary Contact Email: [Click here to enter text.](#)

TITLE FOR AGENDA ITEM:

Resolution declaring the Whatcom County Flood Control Zone District intention to lease property on Dahlberg Road (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works requests that the FCZD Board of Supervisors hold a public hearing and take action on the proposed resolution to lease the property for agricultural purposes, and authorize the Whatcom County Executive to execute a lease agreement with the highest responsible bidder that can demonstrate their ability to comply with the conditions contained in the resolution

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Proposed Resolution, Aerial Photo

JON HUTCHINGS
DIRECTOR



CIVIC CENTER
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6200
FAX: (360) 738-2468
www.whatcomcounty.us

M E M O R A N D U M

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

Through: Jon Hutchings, Director *JH*

From: Andrew Hester, Public Works Real Estate Coordinator *AH*

Date: March 10, 2021

Re: Leasing of Whatcom County Flood Control Zone Property

Enclosed is a resolution declaring the intent of the Whatcom County Flood Control Zone District (FCZD) to lease property located on Dahlberg Road for agricultural purposes, subject to a public hearing.

Requested Action

Public Works respectfully requests that the FCZD Board of Supervisors hold a public hearing and take action on the proposed resolution to lease the property for agricultural purposes, and authorize the Whatcom County Executive to execute a lease agreement with the highest responsible bidder that can demonstrate their ability to comply with the conditions contained in the resolution.

Background and Purpose

The FCZD acquired the property in 2020. The property has been leased for agricultural purposes historically. Whatcom County Public Works is supportive of continuing to lease the property for agricultural purposes as long as it is subject to the limitations described in the attached resolution.

Resolution and Bid Process

Should the Board of Supervisors approve the proposed resolution to lease the property, sealed bids will be received at the Whatcom County Finance Department office. Further information such as the deadline will be publicized upon approval of the resolution. The highest responsible bidder who can demonstrate their ability to comply with the limitations on use will be awarded the lease.

Please contact me at extension 6216 if you have any questions or concerns regarding the terms of this resolution.

Encl.

1 SPONSORED BY: _____
2 PROPOSED BY: Public Works
3 INTRODUCTION DATE: _____
4

5 RESOLUTION NO. _____
6

7 A RESOLUTION DECLARING THE WHATCOM COUNTY FLOOD CONTROL
8 ZONE DISTRICT INTENTION TO LEASE PROPERTY ON DAHLBERG ROAD
9

10 WHEREAS, the Whatcom County Flood Control Zone District (FCZD) owns property
11 located on Dahlberg Road, which was purchased in 2020; and

12 WHEREAS, the property has historically been leased for agricultural purposes; and

13 WHEREAS, Whatcom County Public Works is supportive of continuing to lease the
14 property for agricultural purposes; and

15 WHEREAS, in accordance with RCW 86.15.080, a FCZD may lease surplus lands in a
16 manner consistent with RCW 36.34; and

17 WHEREAS, it has been determined that the fair market rental value of the property should
18 not be less than \$2,610 per year, plus applicable leasehold tax; and

19 NOW, THEREFORE, BE IT RESOLVED that it is the intention of the FCZD Board of
20 Supervisors to lease the following property described in Exhibit A for a minimum of
21 \$2,610 per year, plus leasehold tax,

22 SUBJECT TO the conditions described in Exhibit B.

23 BE IT FURTHER RESOLVED that the Board of Supervisors hereby directs the Whatcom
24 County Finance Department to lease this property by sealed bid to the highest and best
25 bidder; at a location and time determined by the Finance Department.

26 BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the County
27 Executive to act on its behalf in executing a lease agreement with the highest responsible
28 bidder that can demonstrate his/her ability to comply with the conditions set forth in
29 Exhibit B.

30

31

32

1 BE IT FURTHER RESOLVED that if no lease is fully executed within six months from
2 the date of the passage of this Resolution, the authorization to lease shall be withdrawn.

3

4 APPROVED this _____ day of _____, 2021

5

6 ATTEST:

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

7

8

9 _____
Dana Brown-Davis, County Clerk

Barry Buchanan, Council Chair

10

11

12 APPROVED AS TO FORM:

13

14 Christopher Quinn

15 Civil Deputy Prosecutor

16 (approved electronically 3/10/2021)

17

EXHIBIT A

Whatcom County Tax Parcel Numbers 390204 463218 0000 & 390203
097272 0000

Government Lot 5, except the northerly portion thereof heretofore conveyed to
Arthur Dewitt by deed recorded June 21, 1910, and recorded under Auditor's
File No. 141392, in Volume 113 of Deeds, Page 151, records of Whatcom
County, Washington; also Government Lot 8; all in Section 3, Township 39
North, Range 2 East, of W.M.;

Also, Government Lot 5 and the North 16.5 feet of the Southwest Quarter of the
Southeast Quarter, and the Southeast Quarter of the Southwest Quarter, all in
Section 4, Township 39 North, Range 2 East of W.M.;

Excepting from the above-described real property a tract of land located in said
Section 3 and 4, Township 39 North, Range 2 East of W.M., described as
follows, to-wit:

Beginning at a point on the east and west centerline of the south half of Section 4
aforesaid, 2783.6 feet east of the point of intersection of said line with the north
and south centerline of the west half of said Section 4, as said lines are now
located, said Point of Beginning being marked by a King Bolt; thence North, at
right angles to said east and west centerline, 320 feet to a gas pipe; thence East,
parallel to said east and west centerline, 1470 feet, more or less, to the west bank
of the Nooksack River; thence Southwesterly along said bank of Nooksack River
to said east and west centerline; thence West along said centerline, as the same is
now located and fenced, 1180 feet, more or less, to the Point of Beginning.

Also, one square rod in the extreme northwest corner of the Southeast Quarter of
the Southeast Quarter of Section 4, Township 39 North, Range 2 East of W.M.,
for road purposes .

Except Right-of-Way for Dahlberg Road.

Situate in Whatcom County, Washington.

EXHIBIT B

LIMITATIONS ON AND REQUIREMENTS FOR USE:

1. No fill can be brought into the property. Minor land grading of the property to make it level and farmable is permissible.
2. No structures can be constructed on the property.
3. Only grasses or annual crops are allowed, with winter cover crop required if annual crop is used. Grazing of animals on the property is not allowed.
4. Application of commercial fertilizer and manure are allowed only if they are included in the farm plan and application methods and timing are in accordance with that plan.
5. All activities, including application of manure, must be done in accordance with all applicable federal, state and local rules and regulations.
6. Tenant shall agree to keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways, and refrain from any operations or practice that will injure such structures.
7. Tenant must have a current farm plan following current NRCS standards and specifications. If an approved farm plan has not already been established, then within 30 days of the commencement of the lease the Tenant must contact the Whatcom Conservation District to create an approved farm plan for the property. The implementation of such plan must begin within 120 days of the commencement of the lease and be followed during the term of the lease.
8. Prior to the commencement of the lease the County shall commission a comprehensive soil chemistry analysis ("First Test") comparable to those typically used by knowledgeable buyers as part of their typical pre-purchase inspections of agricultural land. A copy shall be retained by the County and copy shall be provided to the tenant.
9. No sooner than 90 days and no later than 30 days prior to the termination of the lease term the County shall commission a new comprehensive soil chemistry analysis ("Second Test") substantially identical to the First Test. A copy shall be retained by the County and copy shall be provided to the tenant.
10. If the Second Test establishes that the soil has equal or greater nutrient value and health than the First Test then the Tenant shall have no further obligation to improve the soil once the lease term expires.
11. If the Second Test establishes that the soil has been depleted or its health is has otherwise been impaired since the First Test then it shall be the Tenant's obligation to

- 1 immediately repair and replenish the land as soon as weather permits. Should the
2 Tenant fail to do this within 90 days of the weather permitting, the County may elect to
3 employ others repair the land and bill the Tenant for all associated costs.
- 4 12. The Tenant shall provide security to guarantee payment of costs referred to in item #8
5 and item #9 above, in a form and amount approved by the Prosecuting Attorney's
6 Office.
- 7 Lease Term: The maximum term of the lease is 3 years.
- 8 Bid Response: Bidders should submit the following information as part of their bid response:
- 9 1. Bid amount for annual rental of land. Do not include leasehold tax in your bid amount,
10 as it will be calculated and applied separately upon the successful bid amount.
- 11 2. A statement of your understanding of the scope of the lease and the steps necessary to
12 farm the land.
- 13 3. A brief outline of how you propose to manage the farmland if awarded the lease and a
14 timetable for your farm plan.
- 15 4. Describe your ability to obtain insurance for your leasing for this project. Proof of
16 insurance must be provided prior to final execution of the lease agreement. Insurance
17 must include the following minimum coverages:
- 18 a. General liability coverage \$1,000,000 per occurrence
- 19 b. Workers Compensation Coverage as required by the Industrial Insurance laws of the
20 State of Washington.

