**WHATCOM COUNTY COUNCIL AGENDA BILL**

**CLEARANCES**

<table>
<thead>
<tr>
<th>Originator: Gary Stoyka</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GSS</td>
<td>5/17/16</td>
<td></td>
<td>5/31/16</td>
<td>Natural Resources</td>
</tr>
<tr>
<td>Division Head: Gary Stoyka</td>
<td>GSS</td>
<td>5/17/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head: Jon Hutchings</td>
<td>/f</td>
<td>5/17/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor: Dan Gibson</td>
<td>/x</td>
<td>05/20/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget: Brad Bennett</td>
<td>/x</td>
<td>5.24.16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive: Jack Loews</td>
<td>/x</td>
<td>5.24.16</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Proposed interlocal agreement combining the functions of the WRIA 1 Watershed Management Project Joint Board and WRIA 1 Salmon Recovery Board

**ATTACHMENTS:**

Cover Memorandum  
Exhibits A & B

**SEPA review required?**  ( ) Yes  ( X ) NO  
**SEPA review completed?**  ( ) Yes  ( ) NO  
**Should Clerk schedule a hearing?**  ( ) Yes  ( X ) NO

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

County Administration/Public Works is seeking guidance on a proposed interlocal agreement combining the functions of the WRIA 1 Watershed Management Project Joint Board and WRIA 1 Salmon Recovery Board.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
TO: The Honorable Jack Louws, Whatcom County Executive
    Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Director

FROM: Gary S. Stoyka, Natural Resources Program Manager

RE: Proposed Interlocal Agreement Combining WRRIA 1 Joint Board and Salmon
    Recovery Board

DATE: May 17, 2016

Requested Action
Public Works seeks guidance on a proposed interlocal agreement combining the functions of the
WRRIA 1 Watershed Management Project Joint Board and WRRIA 1 Salmon Recovery Board.

Background and Purpose
Since early 2015, at the direction of the WRRIA 1 Joint Board, County staff have been working with
other Joint Board governments (City of Bellingham, Whatcom PUD, Lummi Nation, and Nooksack
Indian Tribe) to develop an interlocal agreement combining the Joint Board and the Salmon
Recovery Board into a single body responsible for coordinating implementation of jointly-adopted
watershed management and salmon recovery plans. Consensus on the language of the proposed
agreement has been reached on all points except characterization of the WRRIA 1 Planning Unit’s
relationship with the various participating governments. Confusion about the purpose of the
Planning Unit arises from Resolution 2013-025 designating the Planning Unit as an advisory
committee to the County Council. This role is supplemental to the Planning Unit’s statutory functions
under RCW 90.82 and can be viewed as conflating jurisdictional decisions of participating
governments with the County Council’s own decision-making process. The majority of participating
governments wish the Planning Unit’s role to remain unchanged in the proposed interlocal
agreement. The preferred mechanism is to keep the proposed agreement silent on the Planning
Unit.

Two proposals are presented herein. Exhibit A is consistent with the current Joint Board agreement
which does not mention the Planning Unit. The majority believes that declaring the Planning Unit’s
role in the agreement may be construed to grant the Planning Unit additional powers that will
confound the authority of the individual governments. As an alternative, Exhibit B includes an
explicit statement of the Planning Unit’s role in the exercise of intergovernmental coordination.
Please note that both versions preserve the ultimate decision authority vested in each government’s
legislative body.

Funding Amount and Source
The Joint Board budget will be exhausted by the end of September 2016. The administration’s
goal, as affirmed by all participating governments and the County Council, is to enter into a new
combined governance agreement before the fourth quarter of 2016. Our intent is to have the
agreement in place by the time the 2016 budget is considered so that the governments can decide if
and how to fund priority water resource plan actions.
Failure to reach agreement on the future of the Joint Board will likely disrupt ongoing and planned water resource plan implementation. At stake are the groundwater model for the Lynden-Everson-Nooksack-Sumas area, stream gauging and monitoring, and a comprehensive water supply plan.

The County Administration respectfully requests that the Council provide input on how to proceed.

Please contact Gary Stoyka at extension 6218, if you have any questions regarding this agenda item.

Encl.
INTERLOCAL AGREEMENT
BETWEEN
LUMMI NATION, NOOKSACK INDIAN TRIBE, WASHINGTON STATE DEPARTMENT OF FISH AND
WILDLIFE, WHATCOM COUNTY, AND THE CITIES OF BELLINGHAM, BLAINE, EVERSON,
FERNDALE, LYNDEN, NOOKSACK, AND SUMAS,
AND PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY

WHEREAS, effective natural resource management requires a collaborative and coordinated
framework for advancing a shared vision that integrates the full range of existing and future natural
resource management efforts across jurisdictions in Water Resources Inventory Area (WRIA) 1; and

WHEREAS, long-term environmental, land use, fisheries and water resource management
practices have contributed to the decline of salmonid species, including native Nooksack Chinook
populations included in the Puget Sound Chinook Evolutionarily Significant Unit listed as Threatened
under the Endangered Species Act (ESA); WRIA 1 Bull Trout that are components of the Puget Sound
and Coastal Bull Trout Distinct Population Segment (DPS) listed as Threatened under ESA; and WRIA 1
steelhead that are components of the Puget Sound Steelhead DPS listed as Threatened under ESA; and
other salmonid and shellfish resources; and

WHEREAS, a goal of the Watershed Management Project is to have water of sufficient quantity
and quality to meet the needs of current and future human generations, including the restoration of
salmon, steelhead, and other salmonid and shellfish populations to healthy and harvestable levels and
improvement of habitats on which fish rely; and

WHEREAS, another goal of the Watershed Management Project is to ensure that the water
resources in WRIA 1 are managed to balance the competing water resource demands for the WRIA in a
manner that combines and coordinates data collection efforts, is consistent with ESA recovery actions,
ensures that the water quality standards for the designated uses of each water body are achieved,
provides economic and environmental certainty for stakeholders and communities, and does not conflict
with other existing local agreements, state statutes, federal laws, tribal laws, or tribal treaty rights; and

WHEREAS, in 1999 under a Memorandum of Agreement and acting as the Initiating
Governments under RCW 90.82 and consistent with RCW 39.32 Interlocal Cooperation Act, the City of
Bellingham, Whatcom County, and Public Utility District No. 1 of Whatcom County (PUD No. 1) entered
into an Interlocal Agreement with the Lummi Nation and Nooksack Indian Tribe establishing themselves
as the “WRIA 1 Watershed Management Project Administrative Decision Makers” and designating it as
the “Watershed Management Project Joint Board” for purposes of the WRIA 1 planning process; and

WHEREAS, in 2005 the WRIA 1 Watershed Management Plan-Phase 1 was completed and
approved by the WRIA 1 Planning Unit and the councils and commissions of the local and tribal
governments in WRIA 1; and

WHEREAS, in 2004 the Lummi Nation, Nooksack Indian Tribe, and Washington State
Department of Fish and Wildlife as the fishery co-managers and Whatcom County and the cities of
Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas as land use managers entered
into an Interlocal Agreement denominating themselves as the WRIA 1 Salmon Recovery Board and
pursuant to RCW 77.85.050 designated such Board as the salmon recovery lead entity for WRIA 1 to ensure cooperative and proactive implementation of a jointly developed and adopted Chinook Recovery Plan; and

WHEREAS, in 2005 the WRIA 1 Salmonid Recovery Plan was adopted by the WRIA 1 Salmon Recovery Board and was submitted to and included in the Shared Strategy Recovery Plan for the Puget Sound Chinook ESU, which was subsequently adopted with an additional supplement by the National Marine Fisheries Service as the official recovery plan for the listed Chinook under the Endangered Species Act section 4(f); and

WHEREAS, in 2011 the Puget Sound Partnership’s Leadership Council designated the WRIA 1 integrated implementation structure under the WRIA 1 Joint Board and WRIA 1 Salmon Recovery Board as the local integrating organization for the Whatcom Action Area, and the two WRIA 1 Boards prepared a signature document accepting the designation as the WRIA 1 Policy Boards; and

WHEREAS, parties to the 1999 Interlocal Agreement are willing and desire to terminate their previous agreement establishing themselves as the Watershed Management Project Joint Board and combine the duties and functions of their roles under the 1999 Interlocal Agreement with the roles and functions of the WRIA 1 Salmon Recovery Board under a new comprehensive Interlocal Agreement; and

WHEREAS, parties to the 2004 Interlocal Agreement are willing and desire to terminate their previous agreement establishing themselves as the WRIA 1 Salmon Recovery Board and combine the duties and functions of their roles under the 2004 Interlocal Agreement with the roles and functions of the Salmon Recovery Board and establish this combined board as the salmon recovery lead entity and local integrating organization; and

WHEREAS, the dissolution of the WRIA 1 Joint Board is consistent with formalizing advancement of the integrated implementation structure that has been progressing in increments since 2007, retains a collaborative multi-jurisdictional decision-making process for tribal participation, increases efficiency of operations, and retains the integrated implementation structure in place in 2011 under which the Local Integrating Organization was established.

NOW, THEREFORE, BE IT AGREED by the parties hereto, namely the Lummi Nation, Nooksack Indian Tribe, Washington State Department of Fish and Wildlife, Whatcom County and the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas, and the PUD No. 1 that:

**WRIA 1 Ecosystem Management Board.** There is hereby established the WRIA 1 Ecosystem Management Board, hereafter referred to as the Board, consisting of one representative from each of the parties to this agreement.

The primary functions of the Board are to

1) Facilitate implementation and adaptive management of the *WRIA 1 Watershed Management Plan-Phase 1* as currently constituted or subsequently amended;

2) Coordinate the implementation and adaptive management of the *WRIA 1 Salmonid Recovery Plan* and associated implementation documents, serve as the Lead Entity for WRIA 1, coordinate participation in Puget Sound salmon recovery efforts, and coordinate
the development, implementation and adaptive management of WRIA 1 watershed
chapters of recovery plans for ESA listed salmonids and other salmonid species as
warranted;

3) Coordinate planning, implementation, monitoring and adaptive management of ecosystem
recovery actions in WRIA 1 consistent with agreed local goals and objectives, and serve
as the WRIA 1 Local Integrating Organization and a partner in the Puget Sound
Partnership in representing WRIA 1 goals and priorities; and

4) Other related activities as agreed to by the Board.

The Board defined herein is established solely for cooperative efforts within WRIA 1 and its
creation does not change the rights, authority, or responsibility for any resource management issue of
any of the participants.

It is recognized that state and federal agencies represent technical, legal, and financial resources
needed for the long-term success of the Board. Proactive engagement of and participation by state and
federal agencies may be accomplished through the Board and through the caucuses described herein,
whenever possible and appropriate.

Fishery Co-Managers Caucus. Parties to this agreement that are members of the Fishery Co-
Managers caucus include the Lummi Nation, Nooksack Indian Tribe, and Washington State Department
of Fish and Wildlife (WDFW). The Fishery Co-Managers caucus will designate a representative to serve
as a co-chair of the Board and must represent the caucus position on matters before the Board. The
Fishery Co-Managers caucus will determine its own operating procedures.

Local Government Caucus. Parties to this agreement that are members of the Local
government caucus include Whatcom County and the cities of Bellingham, Blaine, Everson, Ferndale,
Lynden, Nooksack and Sumas. The PUD No. 1, as an Initiating Government for Watershed Planning and
a signatory to this Agreement is a member of the Local Government caucus for purposes of decision-
making. For matters pertaining to all projects or programs within or otherwise affecting any portion of
WRIA 1 located within Skagit County, a representative delegated by the Skagit County Board of
Commissioners may be invited to participate in the Local Government Caucus during its deliberation and
formulation of a position for the topic under discussion. The Local Government caucus will designate a
representative to serve as a co-chair of the Board and must represent the caucus position on matters
before the Board. The Local Government caucus will determine its own operating procedures.

Discussions, Decision-Making and other Actions by the Board.

The process of the WRIA 1 Ecosystem Management Board is supported by designated teams
and work groups as described in Exhibit A. The structure and decision-making process for the Board is
described below.

1. All members of the Board and their staff may speak during agenda matters being discussed by
the Board representatives. Individuals other than Board members attending a meeting of the Board may
participate in agenda discussions only if the Board determines the matter is open to direct participation
by others.
2. Affirmative action or decision by the Board requires a consensus of all parties attending or the agreement of both caucus representatives.

In addition to actions by the caucuses, the Board may form advisory work groups to support the efforts of the Board and to assist in resolving difficult issues of science and fact.

The actions of the Board are not binding on the respective legislative bodies until approved by those bodies. It is understood and agreed that discussions and actions by the Board are to be conducted and carried out in good faith between the parties to this agreement.

**Guiding Principles.**

1. Each participant on the Board understands that this collaborative effort is not intended to diminish, expand or define the rights of any participant.

2. The relationship between federal, tribal, and state resource managers is complex. So too is the relationship between Indian treaty rights and the state and federal laws designed to protect and recover salmon. The exact parameters of these relationships have not been clearly defined in all instances. Notwithstanding these areas of uncertainty, participating tribes, the state, the federal agencies, and local governments in WRIA 1 are committed to working together to protect and restore ecosystem functions supporting sustainably harvestable salmon runs and clean water sufficient for the salmon shellfish, and community needs.

3. All parties, reserve the right to seek different or additional measures viewed as necessary to carry out treaty rights and/or ensure compliance with other local, state, or federal laws.

4. Support a way of life in Whatcom County that meets the vision of residents and their leaders.

**Budgetary and Financial Authority.** The Board does not have authority to receive, budget, or expend funds, or to hire staff or acquire assets. All actions of the Board are to be implemented through the individual parties to this agreement. The Board may designate a party to this agreement to act on its behalf as a fiscal agent for the management and execution of grants authorized and approved by the Board. A fiscal agent shall carry out administrative and fiscal duties authorized by the Board or a designated group of key staff. Parties implementing grants on behalf of the Board shall be responsible for reporting the outcomes of such grants to the Board.

**Meetings and Record Keeping.** All meetings of the Board are open to members of the public unless the Board determines the discussion of an agenda item is confidential in nature and can be discussed in closed session in compliance with RCW 42.30 Open Public Meetings Act by affected parties to this agreement.

Summary minutes, including the topics discussed, general nature of the discussion, and action items adopted by the Board will be prepared, approved by the Board, and distributed to each party to this agreement for purposes of their administrative record and other applicable legislative and/or legal requirements.
Term. This agreement shall commence on ________________ and shall continue indefinitely until cancelled by agreement of the two caucuses or due to a majority of a caucus membership terminating participation described below.

Termination. A party may terminate its participation in and under this agreement thirty days after providing written notice to the other parties of its intent to do so, subject to satisfaction of all obligations supported by and entered into on behalf of the Board.

The Lead Entity and its authority described herein shall survive termination of participation by any party to this agreement. However, should a majority of the herein-named members of either the Fishery Co-Manager Caucus or the Local Government Caucus terminate participation, then this agreement shall become null and void for all remaining parties upon satisfaction of all obligations of individual parties supported by and entered into on behalf of the Board.

Relationship of the Parties. The parties hereto agree that each is an independent entity operating pursuant to the terms and conditions of this agreement. No agent, employee, or representative of any party shall be deemed to be an agent, employee, or representative of any other party for any purpose. Each party shall be solely and entirely responsible for the acts of its agents and employees during the term of this agreement.

Indemnification. Pertaining to those matters jointly undertaken by the parties to this agreement, each party, as an indemnitor, agrees to protect, defend, hold harmless, and indemnify each other party from and against all claims, suits, and actions arising from the intentional, reckless, or negligent acts or omissions of such indemnitor and its agents or employees during the term of this agreement.

Modifications. No changes or modifications of this agreement shall be valid or binding upon any party to this agreement unless such changes or modifications are in writing and are executed by all parties.

Filing of Agreement. Notwithstanding any provision to the contrary, this agreement and any modification thereof shall not be effective until a copy hereof is filed with the appropriate person within each entity, including compliance with RCW 39.34.040 by affected parties to this agreement, PROVIDED that any delay in effecting compliance with this section shall not affect the stated term thereof.

Form of Execution. This agreement may be executed in multiple counterparts.
Governance Structure: The governance structure for integrated WRIA 1 programming and the composition and role of each organizational level are described below and appear as a diagram in Attachment A.

WRIA 1 Ecosystem Management Board: The composition of the WRIA 1 Ecosystem Management Board is established by Interlocal Agreement.

The WRIA 1 Ecosystem Management Board's role in the integrated governance structure is to represent signatory government's legislative bodies in questions of high-level WRIA 1 programming. The Ecosystem Management Board discusses watershed, salmon, and ecosystem program topics. Endorsements of programs/actions are forwarded from the WRIA 1 Ecosystem Management Board to the various Legislative Bodies as applicable. Policy representatives of federal, state, and regional agencies and/or programs are intended to interact primarily at the WRIA 1 Ecosystem Management Board level. Opportunities for Public Comment are provided on agendas of the WRIA 1 Ecosystem Management Board.

WRIA 1 Management Team: The WRIA 1 Management Team consists of management and policy level staff members representing the WRIA 1 Ecosystem Management Board signatories. The purpose of the Management Team is to engage in contextual discussions providing the framework for program integration and coordination, administer the program policies of the WRIA 1 Ecosystem Management Board, provide direction to Work Groups, and make recommendations on program policies to the WRIA 1 Ecosystem Management Board. Opportunities for Public Comment are provided on agendas of the WRIA 1 Management Team.

Watershed, Salmon, and LIO Work Groups: The Watershed, Salmon, and LIO Work Groups implement actions, programs, projects, and tasks identified by the WRIA 1 Ecosystem Management Board and/or WRIA 1 Management Team. The Watershed Work Group is composed of staff of Whatcom County, City of Bellingham, Nooksack Indian Tribe, Lummi Nation, PUD No. 1, and the Washington Department of Ecology. The composition of the Salmon Work Group includes staff of the Lummi Nation, Nooksack Indian Tribe, WDFW, Whatcom County, City of Bellingham, U.S. Forest Service, Whatcom Conservation District, Whatcom Land Trust, and Nooksack Salmon Enhancement Association. The Salmon Work Group works with the Combined Review Team, which is a combined citizen/community and technical team consistent with RCW 77.85, whose representation may change annually. The composition of the LIO Work Group includes staff from the Watershed and Salmon Work Groups with the addition of a representative of the small cities and the Whatcom County Marine Resources Committee (MRC) coordinator.

Ad Hoc Work Groups: Work Groups may be established by the Board for topic or program specific purposes with the composition determined in part by the topic or program they are formed to address. The Work Groups are intended to provide significant opportunity for involving private citizens and other community stakeholders in the local implementation process. Work Groups make recommendations to the WRIA 1 Management Team.
Exhibit A - Integrated Implementation Structure DRAFT

County Advisory Committee(s)

State and Federal Agencies' Engagement

WRIA 1 Policy Board - Ecosystem Management Board

Management Team

Ad Hoc Work Groups | LIO Work Group | Salmon Work Group | Watershed Work Group

- Councils of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, Sumas, and Whatcom County
- Tribal councils of the Lummi Nation and the Nooksack Indian Tribe
- Commission for PUD No. 1
- WDFW decision structure

Salmon Work Group Members include staff of Nooksack Indian Tribe, Lummi Nation, WDFW, USFS, Whatcom County, Bellingham, WCD, Whatcom Land Trust, and NSEA. Combined Review Team associated with Salmon Work Group has additional representation that changes annually but typically includes FCZDAC, Small Cities, Nooksack Forks Community Member, WSU/Sea Grant, WWU, and DOE among others.

Constituents represented by each of the Councils and Commissions

Constituents represented by each of the members on the WRIA 1 Policy Board.
Board entity communications with other organizations as part of ongoing programs (e.g., USFWS, USFS)
Public Comment is included on WRIA 1 Policy Board meeting agendas

Watershed Work Group Members include staff of Nooksack Indian Tribe, Lummi Nation, Whatcom County, Bellingham, PUD No. 1, Department of Ecology.

LIO Work Group composition is primarily Salmon Work Group and Watershed Work Group plus Small Cities Representative and MRC Coordinator.

Ad Hoc Work Group composition is based on topic and purpose of work.

- Nooksack Indian Tribe Representative
- Lummi Nation Representative
- WDFW Regional Manager
- Whatcom County Executive
- Mayors of all Municipalities
- Public Utility District Manager

- Designated Representative of the WRIA 1 Policy Board including: Nooksack Indian Tribe, Lummi Nation, WDFW, Whatcom County, City of Bellingham, Small Cities Representative, PUD No. 1

- Board entity communications with other organizations as part of ongoing programs (e.g., USFWS, USFS)
- Public Comment is included on meeting agendas.
INTERLOCAL AGREEMENT
BETWEEN
LUMMI NATION, NOOKSACK INDIAN TRIBE, WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE, WHATCOM COUNTY, AND THE CITIES OF BELLINGHAM, BLAINE, EVERSON, FERNDALE, LYNDEN, NOOKSACK, AND SUMAS,
AND PUBLIC UTILITY DISTRICT NO.1 OF WHATCOM COUNTY

WHEREAS, effective natural resource management requires a collaborative and coordinated framework for advancing a shared vision that integrates the full range of existing and future natural resource management efforts across jurisdictions in Water Resources Inventory Area (WRIA) 1; and

WHEREAS, long-term environmental, land use, fisheries and water resource management practices have contributed to the decline of salmonid species, including native Nooksack Chinook populations included in the Puget Sound Chinook Evolutionarily Significant Unit listed as Threatened under the Endangered Species Act (ESA); WRIA 1 Bull Trout that are components of the Puget Sound and Coastal Bull Trout Distinct Population Segment (DPS) listed as Threatened under ESA; and WRIA 1 steelhead that are components of the Puget Sound Steelhead DPS listed as Threatened under ESA; and other salmonid and shellfish resources; and

WHEREAS, a goal of the Watershed Management Project is to have water of sufficient quantity and quality to meet the needs of current and future human generations, including the restoration of salmon, steelhead, and other salmonid and shellfish populations to healthy and harvestable levels and improvement of habitats on which fish rely; and

WHEREAS, another goal of the Watershed Management Project is to ensure that the water resources in WRIA 1 are managed to balance the competing water resource demands for the WRIA in a manner that combines and coordinates data collection efforts, is consistent with ESA recovery actions, ensures that the water quality standards for the designated uses of each water body are achieved, provides economic and environmental certainty for stakeholders and communities, and does not conflict with existing state statutes, federal laws, tribal laws, or tribal treaty rights; and

WHEREAS, in 1999 under a Memorandum of Agreement and acting as the Initiating Governments under RCW 90.82 and consistent with RCW 39.32 Interlocal Cooperation Act, the City of Bellingham, Whatcom County, and Public Utility District No. 1 of Whatcom County (PUD No. 1) entered into an Interlocal Agreement with the Lummi Nation and Nooksack Indian Tribe establishing themselves as the “WRIA 1 Watershed Management Project Administrative Decision Makers” and designating it as the “Watershed Management Project Joint Board” for purposes of the WRIA 1 planning process; and

WHEREAS, in 2005 the WRIA 1 Watershed Management Plan-Phase 1 was completed and approved by the WRIA 1 Planning Unit and the councils and commissions of the local and tribal governments in WRIA 1; and

WHEREAS, in 2004 the Lummi Nation, Nooksack Indian Tribe, and Washington State Department of Fish and Wildlife as the fishery co-managers and Whatcom County and the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas as land use managers entered into an Interlocal Agreement denominating themselves as the WRIA 1 Salmon Recovery Board and
pursuant to RCW 77.85.050 designated such Board as the salmon recovery lead entity for WRIA 1 to
ensure cooperative and proactive implementation of a jointly developed and adopted Chinook Recovery
Plan; and

WHEREAS, in 2005 the WRIA 1 Salmonid Recovery Plan was adopted by the WRIA 1 Salmon
Recovery Board and was submitted to and included in the Shared Strategy Recovery Plan for the Puget
Sound Chinook ESU, which was subsequently adopted with an additional supplement by the National
Marine Fisheries Service as the official recovery plan for the listed Chinook under the Endangered
Species Act section 4(f); and

WHEREAS, in 2011 the Puget Sound Partnership’s Leadership Council designated the WRIA 1
integrated implementation structure under the WRIA 1 Joint Board and WRIA 1 Salmon Recovery Board
as the local integrating organization for the Whatcom Action Area, and the two WRIA 1 Boards prepared
a signature document accepting the designation as the WRIA 1 Policy Boards; and

WHEREAS, parties to the 1999 Interlocal Agreement are willing and desire to terminate their
previous agreement establishing themselves as the Watershed Management Project Joint Board and
combine the duties and functions of their roles under the 1999 Interlocal Agreement with the roles and
functions of the WRIA 1 Salmon Recovery Board under a new comprehensive Interlocal Agreement; and

WHEREAS, parties to the 2004 Interlocal Agreement are willing and desire to terminate their
previous agreement establishing themselves as the WRIA 1 Salmon Recovery Board and combine the
duties and functions of their roles under the 2004 Interlocal Agreement with the roles and functions of the
Salmon Recovery Board and establish this combined board as the salmon recovery lead entity and local
integrating organization; and

WHEREAS, the dissolution of the WRIA 1 Joint Board is consistent with formalizing advancement
of the integrated implementation structure that has been progressing in increments since 2007, retains a
collaborative multi-jurisdictional decision-making process for tribal participation, increases efficiency of
operations, and retains the integrated implementation structure in place in 2011 under which the Local
Integrating Organization was established.

NOW, THEREFORE, BE IT AGREED by the parties hereto, namely the Lummi Nation, Nooksack
Indian Tribe, Washington State Department of Fish and Wildlife, Whatcom County and the cities of
Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas, and the PUD No. 1 that:

WRIA 1 Ecosystem Management Board. There is hereby established the WRIA 1 Ecosystem
Management Board, hereafter referred to as the Board, consisting of one representative from each of the
parties to this agreement.

The primary functions of the Board are to

1) Facilitate implementation and adaptive management of the WRIA 1 Watershed
Management Plan-Phase 1 as currently constituted or subsequently amended;

2) Coordinate the implementation and adaptive management of the WRIA 1 Salmonid
Recovery Plan and associated implementation documents, serve as the Lead Entity for
WRIA 1, coordinate participation in Puget Sound salmon recovery efforts, and coordinate
the development, implementation and adaptive management of WRIA 1 watershed chapters of recovery plans for ESA listed salmonids and other salmonid species as warranted;

3) Coordinate planning, implementation, monitoring and adaptive management of ecosystem recovery actions in WRIA 1 consistent with agreed local goals and objectives, and serve as the WRIA 1 Local Integrating Organization and a partner in the Puget Sound Partnership in representing WRIA 1 goals and priorities; and

4) Other related activities as agreed to by the Board.

The Board defined herein is established solely for cooperative efforts within WRIA 1 and its creation does not change the rights, authority, or responsibility for any resource management issue of any of the participants.

It is recognized that state and federal agencies represent technical, legal, and financial resources needed for the long-term success of the Board. Proactive engagement of and participation by state and federal agencies may be accomplished through the Board and through the caucuses described herein, whenever possible and appropriate.

**Fishery Co-Managers Caucus.** Parties to this agreement that are members of the Fishery Co-Managers caucus include the Lummi Nation, Nooksack Indian Tribe, and Washington State Department of Fish and Wildlife (WDFW). The Fishery Co-Managers caucus will designate a representative to serve as a co-chair of the Board and must represent the caucus position on matters before the Board. The Fishery Co-Managers caucus will determine its own operating procedures.

**Local Government Caucus.** Parties to this agreement that are members of the Local Government caucus include Whatcom County and the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack and Sumas. The PUD No. 1, as an Initiating Government for Watershed Planning and a signatory to this Agreement is a member of the Local Government caucus for purposes of decision-making. For matters pertaining to all projects or programs within or otherwise affecting any portion of WRIA 1 located within Skagit County, a representative delegated by the Skagit County Board of Commissioners may be invited to participate in the Local Government Caucus during its deliberation and formulation of a position for the topic under discussion. The Local Government caucus will designate a representative to serve as a co-chair of the Board and must represent the caucus position on matters before the Board. The Local Government caucus will determine its own operating procedures.

**Discussions, Decision-Making and other Actions by the Board.**

The process of the WRIA 1 Ecosystem Management Board is supported by designated teams and work groups as described in Exhibit A. The structure and decision-making process for the Board is described below.

1. All members of the Board and their staff may speak during agenda matters being discussed by the Board representatives. Individuals other than Board members attending a meeting of the Board may participate in agenda discussions only if the Board determines the matter is open to direct participation by others.
2. Affirmative action or decision by the Board requires a consensus of all parties attending or the
agreement of both caucus representatives.

In addition to actions by the caucuses, the Board may form advisory work groups to support the
efforts of the Board and to assist in resolving difficult issues of science and fact.

The actions of the Board are not binding on the respective legislative bodies until approved by
those bodies. It is understood and agreed that discussions and actions by the Board are to be conducted
and carried out in good faith between the parties to this agreement.

Guiding Principles.

1. Each participant on the Board understands that this collaborative effort is not intended to
diminish, expand or define the rights of any participant.

2. The relationship between federal, tribal, and state resource managers is complex. So too is the
relationship between Indian treaty rights and the state and federal laws designed to protect and
recover salmon. The exact parameters of these relationships have not been clearly defined in all
instances. Notwithstanding these areas of uncertainty, participating tribes, the state, the federal
agencies, and local governments in WRIA 1 are committed to working together to protect and
restore ecosystem functions supporting sustainably harvestable salmon runs and clean water
sufficient for the salmon shellfish, and community needs.

3. All parties, reserve the right to seek different or additional measures viewed as necessary to carry
out treaty rights and/or ensure compliance with other local, state, or federal laws.

4. Support a way of life in Whatcom County that meets the vision of residents and their leaders.

Budgetary and Financial Authority. The Board does not have authority to receive, budget, or
expend funds, or to hire staff or acquire assets. All actions of the Board are to be implemented through
the individual parties to this agreement. The Board may designate a party to this agreement to act on its
behalf as a fiscal agent for the management and execution of grants authorized and approved by the
Board. A fiscal agent shall carry out administrative and fiscal duties authorized by the Board or a
designated group of key staff. Parties implementing grants on behalf of the Board shall be responsible
for reporting the outcomes of such grants to the Board.

Meetings and Record Keeping. All meetings of the Board are open to members of the public
unless the Board determines the discussion of an agenda item is confidential in nature and can be
discussed in closed session in compliance with RCW 42.30 Open Public Meetings Act by affected parties
to this agreement. .

Summary minutes, including the topics discussed, general nature of the discussion, and action
items adopted by the Board will be prepared, approved by the Board, and distributed to each party to this
agreement for purposes of their administrative record and other applicable legislative and/or legal
requirements.
**WRIA 1 Planning Unit.** The function of the WRIA 1 Planning Unit under RCW 90.82 is not intended to be changed, nor is it changed by this Agreement.

**Term.** This agreement shall commence on _________________ and shall continue indefinitely until cancelled by agreement of the two caucuses or due to a majority of a caucus membership terminating participation described below.

**Termination.** A party may terminate its participation in and under this agreement thirty days after providing written notice to the other parties of its intent to do so, subject to satisfaction of all obligations supported by and entered into on behalf of the Board.

The Lead Entity and its authority described herein shall survive termination of participation by any party to this agreement. However, should a majority of the herein-named members of either the Fishery Co-Manager Caucus or the Local Government Caucus terminate participation, then this agreement shall become null and void for all remaining parties upon satisfaction of all obligations of individual parties supported by and entered into on behalf of the Board.

**Relationship of the Parties.** The parties hereto agree that each is an independent entity operating pursuant to the terms and conditions of this agreement. No agent, employee, or representative of any party shall be deemed to be an agent, employee, or representative of any other party for any purpose. Each party shall be solely and entirely responsible for the acts of its agents and employees during the term of this agreement.

**Indemnification.** Pertaining to those matters jointly undertaken by the parties to this agreement, each party, as an indemnitor, agrees to protect, defend, hold harmless, and indemnify each other party from and against all claims, suits, and actions arising from the intentional, reckless, or negligent acts or omissions of such indemnitor and its agents or employees during the term of this agreement.

**Modifications.** No changes or modifications of this agreement shall be valid or binding upon any party to this agreement unless such changes or modifications are in writing and are executed by all parties.

**Filing of Agreement.** Notwithstanding any provision to the contrary, this agreement and any modification thereof shall not be effective until a copy hereof is filed with the appropriate person within each entity, including compliance with RCW 39.34.040 by affected parties to this agreement, PROVIDED that any delay in effecting compliance with this section shall not affect the stated term thereof.

**Form of Execution.** This agreement may be executed in multiple counterparts.
Exhibit A - DRAFT

Governance Structure: The governance structure for integrated WRIA 1 programming and the composition and role of each organizational level are described below and appear as a diagram in Attachment A.

WRIA 1 Ecosystem Management Board: The composition of the WRIA 1 Ecosystem Management Board is established by Interlocal Agreement.

The WRIA 1 Ecosystem Management Board’s role in the integrated governance structure is to represent signatory government’s legislative bodies in questions of high-level WRIA 1 programming. The Ecosystem Management Board discusses watershed, salmon, and ecosystem program topics. Endorsements of programs/actions are forwarded from the WRIA 1 Ecosystem Management Board to the various Legislative Bodies as applicable. Policy representatives of federal, state, and regional agencies and/or programs are intended to interact primarily at the WRIA 1 Ecosystem Management Board level. Opportunities for Public Comment are provided on agendas of the WRIA 1 Ecosystem Management Board.

WRIA 1 Management Team: The WRIA 1 Management Team consists of management and policy level staff members representing the WRIA 1 Ecosystem Management Board signatories. The purpose of the Management Team is to engage in contextual discussions providing the framework for program integration and coordination, administer the program policies of the WRIA 1 Ecosystem Management Board, provide direction to Work Groups, and make recommendations on program policies to the WRIA 1 Ecosystem Management Board. Opportunities for Public Comment are provided on agendas of the WRIA 1 Management Team.

Watershed, Salmon, and LIO Work Groups: The Watershed, Salmon, and LIO Work Groups implement actions, programs, projects, and tasks identified by the WRIA 1 Ecosystem Management Board and/or WRIA 1 Management Team. The Watershed Work Group is composed of staff of Whatcom County, City of Bellingham, Nooksack Indian Tribe, Lummi Nation, PUD No. 1, and the Washington Department of Ecology. The composition of the Salmon Work Group includes staff of the Lummi Nation, Nooksack Indian Tribe, WDFW, Whatcom County, City of Bellingham, U.S. Forest Service, Whatcom Conservation District, Whatcom Land Trust, and Nooksack Salmon Enhancement Association. The Salmon Work Group works with the Combined Review Team, which is a combined citizen/community and technical team consistent with RCW 77.85, whose representation may change annually. The composition of the LIO Work Group includes staff from the Watershed and Salmon Work Groups with the addition of a representative of the small cities and the Whatcom County Marine Resources Committee (MRC) coordinator.

Ad Hoc Work Groups: Work Groups may be established by the Board for topic or program specific purposes with the composition determined in part by the topic or program they are formed to address. The Work Groups are intended to provide significant opportunity for involving private citizens and other community stakeholders in the local implementation process. Work Groups make recommendations to the WRIA 1 Management Team.
Exhibit A - Integrated Implementation Structure DRAFT

Planning Unit/County Water Advisory Committee

State and Federal Agencies' Engagement

WRIA 1 Policy Board - Ecosystem Management Board

Management Team

County Council
City Councils
Tribal Councils
PUD No. 1 Commission
WDFW

Ad Hoc Work Groups
LIO Work Group
Salmon Work Group
Watershed Work Group

- Constituents represented by each of the Councils and Commissions
- Constituents represented by each of the members on the WRIA 1 Policy Board.
- Board entity communications with other organizations as part of ongoing programs (e.g., USFWS, USFS)
- Public Comment is included on WRIA 1 Policy Board meeting agendas.

- Nooksack Indian Tribe Representative
- Lummi Nation Representative
- WDFW Regional Manager
- Whatcom County Executive
- Mayors of all Municipalities
- Public Utility District Manager

- Designated Representative of the WRIA 1 Policy Board including: Nooksack Indian Tribe, Lummi Nation, WDFW, Whatcom County, City of Bellingham, Small Cities Representative, PUD No. 1

Salmon Work Group Members include staff of Nooksack Indian Tribe, Lummi Nation, WDFW, USFS, Whatcom County, Bellingham, WCD, Whatcom Land Trust, and NSEA. Combined Review Team associated with Salmon Work Group has additional representation that changes annually but typically includes FCZDAC, Small Cities, Nooksack Forks Community Member, WSU/Sea Grant, WWU, and DOE among others.

Watershed Work Group Members include staff of Nooksack Indian Tribe, Lummi Nation, Whatcom County, Bellingham, PUD No. 1, Department of Ecology.

LIO Work Group composition is primarily Salmon Work Group and Watershed Work Group plus Small Cities Representative and MRC Coordinator.

Ad Hoc Work Group composition is based on topic and purpose of work.
### WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>KSGoens</td>
<td>4/12/16</td>
<td></td>
<td>05/31/2016</td>
<td>Finance/Admin Services</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td>4/10/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>5/24/16</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Annual Presentation from the Washington Counties Risk Pool with Derek Bryan, Executive Director

**ATTACHMENTS:**
None

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>(x) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>(x) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>(x) NO</td>
<td>Requested Date:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>twh</td>
<td>05.23.16</td>
<td></td>
<td>05.31.16</td>
<td>Finance</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>5-24-16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Quarterly Finance Report and Project Budget Update

**ATTACHMENTS:**

**SEPA review required?**
- ( ) Yes
- ( ) No

**SEPA review completed?**
- ( ) Yes
- ( ) No

**Should Clerk schedule a hearing?**
- ( ) Yes
- ( ) No

**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Finance Manager, Brad Bennett will provide a review of the 2016 1st quarter financial report and update on the project budgets.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.

19
TITLE OF DOCUMENT:
Birch Bay Drive & Pedestrian Facility, CRP No. 907001: Project Update Presentation

ATTACHMENTS:
Project Narrative

SEPA review required? ( ) Yes ( x ) NO
SEPA review completed? ( ) Yes ( ) NO

Should Clerk schedule a hearing? ( ) Yes ( x ) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

A brief Power Point project update presentation will be given to the Council regarding the Birch Bay Drive & Pedestrian Facility, CRP No. 907001.

COMMITTEE ACTION:  

COUNCIL ACTION:

Related County Contract #: N/A
Related File Numbers: N/A
Ordinance or Resolution Number: N/A

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s): 2016 / 2017 / 2018

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed #R1 on the 2016-2021 Six-Year Transportation Improvement Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, RW acquisition began in 2015 and construction is planned for 2016/2017. Additional funding sources will be pursued as they become available.

Total Estimated Project Cost: $11,450,000
Expenditures to Date: $1,850,000

Funding Sources:
<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$3,200,000 (STP)</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$8,250,000</td>
</tr>
</tbody>
</table>

Environmental Permitting
Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act

Right-of-Way Acquisition (Estimate) 
TBD

County Forces (Estimate)
N/A
TITLE OF DOCUMENT: Economic Development Investment Program – EDI Board recommendation

ATTACHMENTS: Memorandum; EDI Program application from City of Bellingham; EDI Board Meeting Notes from 4/7/16; Rural Sales Tax Fund spreadsheet

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( X ) NO
Should Clerk schedule a hearing? ( ) Yes ( X ) NO
Requested Date: 

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The Economic Development Investment Board has reviewed a funding application from the City of Bellingham and is making the following recommendation for adoption by the County Council:

Approval of the City of Bellingham’s request for EDI funding in the amount of $1.1-million in support of the Waterfront project: as a grant in the amount of $1.1-million.

COMMITTEE ACTION: 

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

To: Whatcom County Council Members
From: Jack Louws, County Executive
Subject: Economic Development Investment (EDI) Board – Funding Recommendation
Date: May 13, 2016

In 2007, Whatcom County Council approved a $1.1M EDI grant for the City of Bellingham contingent upon the completion of a Design and Construction Plan. That Plan is now complete and is included in the application for EDI funding. At the April 7 EDI Board meeting there was unanimous support to recommend funding for the City of Bellingham’s Waterfront Granary/Laurel Street project. The following recommendation adopted by the Board is being presented for confirmation by the County Council. If this recommendation of the Board is adopted by the Council, the administration will proceed with the preparation of an agreement and supplemental budget for County Council review and approval.

<table>
<thead>
<tr>
<th>Project</th>
<th>Funding Request</th>
<th>Board Recommendation</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bellingham, Waterfront</td>
<td>$1,100,000 (grant)</td>
<td>$1,100,000 (grant)</td>
<td>10-0</td>
</tr>
</tbody>
</table>

The Administration has confirmed that sufficient fund balances are available for council approval of this request. The EDI funding application is attached for your review as you consider this recommendation at your meeting on September 29th.

If you have any questions on this matter, please feel free to contact me at 778-5200.

Attachments: City of Bellingham’s EDI Program application and Meeting Notes of EDI Board meeting of 4/7/16 Rural Sales Tax Fund spreadsheet 2/9/16
February 22, 2016

Economic Development Investment Board (EDI Board)
Attn: Jack Louws, Whatcom County Executive
311 Grand Avenue
Bellingham, WA 98225

EDI Board Members:

The City of Bellingham is pleased to submit the Waterfront - Granary/Laurel Street application for Whatcom County's Economic Development Investment (EDI) Program. The Granary/Laurel Street project will be the first and primary arterial street connection through the Waterfront Redevelopment Area. The project will be a multi-modal connection as outlined in the Waterfront District Master Plan adopted by the City of Bellingham and the Port of Bellingham, and will consist of a full street section with, City utilities, structural connection to Roeder, street lighting and private utilities.

EDI funding in the amount of $1.1 million, added to $6.7 million in secured Federal funding, and $2.6 million in City of Bellingham local funding, will ensure this important street connection will be constructed. The project is currently under design and is scheduled to begin construction in late 2017.

Thank you for your consideration and please let me know if you have any questions regarding this application.

Sincerely,

Ted A. Carlson
Public Works Director
City of Bellingham
Whatcom County
Economic Development Investments Program
Application for Funding

Jack Louws, Whatcom County Executive
Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Preliminary Information and Application

Note: The intent of this Program is to be consistent with State law, RCW 82.14.370

1. Who is eligible to apply: Local general or special-purpose governments and higher education.

2. What projects are covered: Construction of publically-owned infrastructure, facilities, and related improvements, which enable or encourage the creation or retention of private sector businesses and jobs in Whatcom County consistent with EDI Program Policy Objectives.

3. What activities are fundable: New construction, refurbishment, replacement, rehabilitation, renovation or repair. Demolition is allowable if tied to construction. Soft costs allowed within scope of construction budget. No land acquisition except right-of-way included in a construction project.

4. What can you use the funds for: Transportation (roads, bridges, rail), utility services (water, sewer, storm, energy, telecom) and public buildings or structures.

5. Other Limitations: Planning/feasibility only projects are not eligible. Minimum local match is 10% of EDI request. EDI Board will make recommendations to the County Council which makes the final decision.

Preferential Project Types

First Preference – “JOBS IN HAND PROJECTS” – These types of projects will allow for the immediate creation and/or retention of jobs by providing public infrastructure that directly supports jobs. A perfect example would be a private business that will build or move into a facility and hire employees if a road is built or if water/sewer lines are extended to the site. These types of proposals would include a commitment by the private sector employer to create jobs and provide private investment.

Second Preference – “BUILD IT AND JOBS WILL COME PROJECTS” – These types of projects will construct public infrastructure but are not associated with a specific commitment from a private business to locate and/or create jobs. A perfect example would be the construction of roads and utility infrastructure to serve a new business park that would benefit multiple businesses.

Third Preference – COMMUNITY ENHANCEMENT PROJECTS” – These types of projects generally improve the physical appearance or create community assets to enhance the business climate. Examples would be boardwalk, streetscaping, downtown structures, and other publicly-owned facilities that make a community or region more attractive to existing or future businesses.

Last Updated: 11/18/13
Whatcom County Economic Development Investment (EDI) Program
Roving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Preferential Project Terms

First Preference – EDI LOAN – Due to the preferred revolving nature of EDI funds, proposals that are loan only will receive higher scoring. Loan terms and interest rate structure matches the Public Works Trust Fund program. The county will maintain discretion to modify such as including a deferral period.

Second Preference – LOAN/GRANT COMBINATION – The preferred combination of grant funds and loan funds is 1/3 grant, 2/3 loan.

Third Preference – EDI GRANT – Due to the “one-shot” nature of grants, projects of equal scoring requesting a grant only will be scored lower than another similar project requesting a loan/grant mix.

Preferential* Project Amounts (Guidelines)

JOBS IN HAND PROJECTS - $1,000,000 limit if grant only. $2,000,000 limit if combination of grant and loan. $3,000,000 limit if loan only.

BUILD IT AND JOBS WILL COME PROJECTS - $500,000 limit if grant only. $1,000,000 limit if combination of grant and loan. $1,500,000 limit if loan only.

COMMUNITY ENHANCEMENT PROJECTS - $250,000 limit if grant only. $500,000 limit if combination of grant and loan. $750,000 limit if loan only.

*Based on compelling reasons, the EDI Board and County Council may consider exceptions.

Past Performance

Have you received EDI Program funding in the past? _____X_____; Yes ________ No

If yes, provide project name and EDI grant/loan awarded: Depot Market Square, $214k (2004), Bakerview Overpass $750k (2012) and Northwest Regional Stormwater Facility $2.5M (2014).

If yes, EDI Program staff and/or the EDI Board may conduct an audit to review performance measures against projected outcomes, such as job creation projections.

Has your jurisdiction received any audit findings from the Washington State Auditor in the past 10 years?

_____ Yes; _____ X ____ No. If yes, provide details:

Last Updated: 11/18/13
Whatcom County Economic Development Investment (EDI) Program  
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

THRESHOLD PROJECT CRITERIA

Evidence of Planning

YES  NO
__X______ Project included on an adopted regional economic strategy ("CEDS" list).
__X______ Project included in the applicant’s Comprehensive Plan.
__X______ Project included in the applicant’s Capital Expenditure Plan or adopted budget.

COMMENTS: ______________________________________________

________________________________________________________________

THRESHOLD PROJECT SCORING

POINTS

Preferential Project Type

NOTE: In 2007, Whatcom County Council set-aside funds for the development of an eligible Bellingham waterfront development project in lieu of participating in the Local Infrastructure Financing Tool. The grant amount set-aside is $1.1 M.

_ Jobs In Hand  10 points
_ Build It And Jobs Will Come  5 points
_ Community Enhancement  2 points

Preferential Project Terms

_ Loan Only  10 points
_ Loan/Grant  5 points
_ Grant Only  2 points

Preferential Project Amounts

_ Within Dollar Limits  5 points
_ Outside Preferred Dollar Limits  0 points

TOTAL POINTS

To proceed to other parts of the application and to receive EDI Board review, a proposed project must score 10 or more points on the above section.

Last Updated: 11/18/13
Whatcom County Economic Development Investment (EDI) Program
Roving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

PROJECT APPLICANT

Applicant Name: ____________________________ City of Bellingham
Applicant Address: ____________________________ 104 West Magnolia Street
Applicant Contact Person: ________________________ Ted Carlson
Applicant Email and Phone Number: ________________________ tcarlson@cob.org (360) 778-7998

PROJECT TITLE
Waterfront District Arterial Streets

PROJECT AMOUNT REQUESTED

$ $1,100,000* EDI TOTAL - (Loan $0; Grant $1,100,000)

$ $2,600,000 Local Match (10% of EDI request minimum)

* The County approved a $1,100,000 EDI grant in 2007 to support the development of a suitable and eligible capital project.

PROJECT TYPE

[ ] Jobs In Hand [ ] Build It And Jobs Will Come [ ] Community Enhancement

PROJECT TERMS

[ ] Loan Only [ ] Grant/Loan [ ] Grant Only If a loan, term requested: _______ (years)

PROJECT LOCATION: Waterfront District in Bellingham’s City Center, specifically within the Downtown Waterfront Area. Please see Exhibit A: Project Location.

PROJECT DESCRIPTION
(one page limit)

Last Updated: 11/18/13
Whatcom County Economic Development Investment (EDI) Program
Rumbling Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Background & Readiness
The City of Bellingham and the Port of Bellingham have made great progress in reaching the community's goal of transitioning Bellingham's waterfront from a heavy industrial abandoned site to a thriving mixed use extension of Bellingham's downtown neighborhood. Major milestones include:

✓ Entitlements - The City and the Port adopted the Waterfront District Master Plan, Development Regulations, a Planned Action Ordinance, and Development Agreement.
✓ Partner Commitments - The Interlocal Agreement was executed between the City and the Port outlining financial responsibilities for each party.
✓ Environmental Restoration - Cleanup of Whatcom Waterway, a $30M undertaking, is currently underway and cleanup of the land within the Downtown Waterfront Area is scheduled for summer of 2016.
✓ Site Preparation - The majority of the pulp and tissue plant facility and structures have been demolished.
✓ Developer - The Port entered into a Master Development Agreement with Harcourt Developments for the land within the Downtown Waterfront Area.
✓ Design and Construction of Phase 1 Development - The City has begun designing Granary and Laurel, Whatcom Waterway Park and Harcourt Development has submitted permits for the Granary building and has begun exploring feasibility of the developing the second building. The City completed a $2.1 million renovation of the Central Avenue pier improving access at the north end of the waterfront site, as well as, the $3.5 million Wharf Street roundabout improving access to the southern portion of the Waterfront site.

Reaching these milestones were important prerequisites to submitting a specific capital project per Whatcom County's direction in 2007. The City, Port and Harcourt are now prepared for implementation of specific public and private development projects.

Project
The "Project" is to design and construct the first and primary arterial street connection through the Downtown Waterfront Area site, specifically, construction of Granary Avenue and Laurel Avenue, See EXHIBIT A. The Project will be multi-modal, as outlined in the adopted Waterfront District Master Plan, and designed and built to serve pedestrians, bicyclists, vehicles and transit. The Project will consist of a full road cross section with fill, utilities, structural connection to Roeder, streetscape improvements, lighting and franchise utilities. In addition, utility and road connections to future local access streets in the Downtown Waterfront and the Log Pond area will be accommodated. The Project will meet the City's arterial street obligations until Phase 3, or until development exceeds 1 million square feet.

BASIC PROJECT INFORMATION

1. Complete the public project budget and status of funds below. If EDI funds are approved is funding 100% complete?  X Yes   No

Last Updated: 11/18/13
Whitcom County Economic Development Investment (EDI) Program
Roving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
<th>Planned/Applied For</th>
<th>Secured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Dollars</td>
<td>$6,700,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>State Dollars</td>
<td>$0</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Local Dollars</td>
<td>$2,600,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>EDI Funding</td>
<td>$1,100,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$10,400,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Describe the amount of outside (private) funding committed to the project (eg. Plant and equipment).

None. Per the Agreement entered into by the City and Port, the City is responsible for constructing Granary and Laurel arterials. Private funding is being secured by Harcourt to design and construct the buildings, which will utilize the arterial streets.

3. Describe the public infrastructure being proposed. Include engineering estimates and a site map detailing the proposed improvements as Attachments A and B.

The Project includes installation drive lanes, parking areas, bike facilities, sidewalks, street trees, utilities (public and private), signals, future connections and a railroad crossing along the proposed corridor at Laurel Avenue.

4. Describe how these improvements will enhance or encourage community vitality and stimulate other private development in the area.

The Waterfront District provides significant economic opportunities in a key part of Bellingham’s city center. Through our Agreement, the Port and the City recognized the importance in creating conditions within this District, including site cleanup and the construction of this Project, in order to make the area attractive to further investment by private developers, especially during the first phase of redevelopment.

5. List all permits and environmental reviews required for the public project and detail their status (completed, in-process, etc.)

<table>
<thead>
<tr>
<th></th>
<th>In Process</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>X</td>
<td>Dec 2015</td>
</tr>
<tr>
<td>Environmental Review</td>
<td>X</td>
<td>Prelim Dec 2013</td>
</tr>
<tr>
<td>Design Engineering</td>
<td>X</td>
<td>Final Oct 2016</td>
</tr>
<tr>
<td>Construction Permits</td>
<td></td>
<td>July 2016</td>
</tr>
<tr>
<td>Environmental Permits</td>
<td></td>
<td>Oct 2016</td>
</tr>
<tr>
<td>Bid Documents</td>
<td></td>
<td>Sept 2016</td>
</tr>
<tr>
<td>Award Construction Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Begin Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Operational</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Last Updated: 11/18/13
Whatcom County Economic Development Investment (EDI) Program
Roving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

6. Are any other public jurisdictions involved in this project? If so, in what way?

**Port of Bellingham** - The Port is the current landowner for much of the area within the Downtown Waterfront Area. The Port has an agreement with Harcourt. The Port is responsible for cleanup activities on site and will be dedicating the right-of-way for this Project.

**WSDOT** - WSDOT is overseeing the City's $6.7M. The Project will be reviewed and approved by WSDOT.

7. Who will maintain the public facility/infrastructure to be completed with EDI funds? Will this project impact utility rates within the jurisdiction?

The City of Bellingham. Utility rates will not be impacted.

8. Will this project directly generate a revenue stream that could be used to repay an EDI loan? Will this project spur indirect revenues that could be used to repay an EDI loan? If no to either question – why?

The City is not seeking an EDI loan. However, by way of background, in order to meet its financial obligations, the City will be relying on the increase in tax revenues and other fees from the development to pay for the City's share of this Project as well as future streets and park infrastructure. The City also expects to rely upon other federal and state grants to help offset its costs.

9. What other revenue sources are available for this project and have they been considered. This includes forming a Local Improvement District (LID or ULID), issuing Councilmanic Bonds, Revenue Bonds, or other source(s).

The City is responsible for several large capital projects within the Waterfront District including site cleanups, parks and other streets totaling over $100M. A variety of funding sources as well as methods for payment have and will be considered. For this specific project, grants and local Street and Real Estate Excise Tax have been determined the most suitable mix of funds. A LID is not being considered given the City and Port Agreements. Bonds as well as the Local Infrastructure Financing Tool are being considered for other City commitments (i.e. site cleanup).

10. Describe the private development project that will be supported by this public facility project. If there is a committed private sector partner include Contingency Agreement (Attachment C).

The Port has entered into a Master Development Agreement with Harcourt May 2015. The agreement can be viewed on the Port website:
http://www.portofbellingham.com/DocumentCenter/View/5409

11. Explain why the private development requires the proposed public improvement(s).

Due to the unique and expensive challenges associated with redeveloping the former industrial waterfront site, including lack of infrastructure and environmental clean-up, public funding is needed to spur private investment. Currently there is no suitable access or utility service within the Downtown Waterfront Area.
12. What is the status of the associated private development review and permits. List all permits required and give the current status (applied for, being reviewed, issued).

Note: Dates inserted are for the FIRST development project within the Downtown Waterfront Area, the Granary building. Tenant improvements will be permitted separately. The building is expected to be open to the public in 2017. Other private development review will be on-going for the next several decades.

<table>
<thead>
<tr>
<th></th>
<th>In Process</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Review</td>
<td>X</td>
<td>June 2016</td>
</tr>
<tr>
<td>Construction Permits</td>
<td>X</td>
<td>June 2016</td>
</tr>
<tr>
<td>Environmental Permits</td>
<td>X</td>
<td>June 2016</td>
</tr>
</tbody>
</table>

13. Describe the type of industry or economic activity the public development will attract. What is the strategy to attract industry to the project site?

The Downtown Waterfront Area is planned to accommodate up to 2.8 Million sf of commercial and residential development over the next 20-40 years. The Downtown Waterfront Area will be an extension of Downtown Bellingham with a full range of professions and economic sectors. In order to stimulate interest and excitement in this new District and take advantage of the wonderful views, Harcourt is planning to tenant the Granary building (at the corner of Roeder and Granary Avenue) with mix of restaurants, pubs and retail on the ground floor and professional offices on the upper floors. Harcourt is currently looking at the feasibility of redeveloping the Boardmill building (along Laurel Avenue) into a hotel and conference facility. These two buildings will serve as anchors to solicit interest from housing and professional office investors and developers.

In addition, Western Washington University plans to develop up to 450,000 square feet of class rooms, administrative offices or community meeting space within the downtown Waterfront area.

14. List the number of projected jobs, by type, to be retained and/or created by the private entity.

<table>
<thead>
<tr>
<th>Downtown Waterfront Area</th>
<th>Phase 1 Square footage / jobs</th>
<th>Phase 2 Square footage / jobs</th>
<th>Phase 3 Square footage / jobs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td>180,000 / 288</td>
<td>110,000 / 176</td>
<td>100,000 / 160</td>
</tr>
<tr>
<td>Retail</td>
<td>20,000 / 32</td>
<td>40,000 / 64</td>
<td>40,000 / 64</td>
</tr>
<tr>
<td>Residential</td>
<td>300,000 / not included</td>
<td>300,000 / not included</td>
<td>360,000 / not included</td>
</tr>
<tr>
<td>Total Jobs</td>
<td>320</td>
<td>240</td>
<td>224</td>
</tr>
</tbody>
</table>

Today, the Downtown Waterfront Area has zero permanent jobs. Phases 1 through 3 are defined by the pace of development not by years. However, the City anticipates it will take approximately 20 years to build out the square footage outlined in the table above. An additional 1.3 million square feet of development is anticipated within the Downtown Waterfront Area in Phases 4 and 5.

Last Updated: 11/18/13
Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

15. How does this project support the economy of Whatcom County and how does it fit into a county-wide economic development strategy?

The Waterfront District is a 240 acre brownfield site in Whatcom County’s regional center, downtown Bellingham. It is one of the largest underutilized sites in the County with potential to employ thousands of people and generate millions in revenue. The site can serve various sectors within our economy including marine trades and shipping, manufacturing, professional offices, technology, and higher education.

Redevelopment of the Waterfront District achieves the following adopted action items listed in the Whatcom County Comprehensive Economic Development Strategy:

- Identify, preserve and invest in our infrastructure and other physical assets to enhance the economic competitiveness of the region.
- Support the retention, growth and attraction of businesses in the region.
- Foster economic prosperity in a way that promotes the creation of opportunities that align with our shared desire to enjoy and sustain our natural environment.
- Understand that the Regions’ environmental resources are important assets that draw people here and are integral to Whatcom County’s strong sense of place.
- Advocate for and support the region’s educational institutions, especially its university and colleges.

16. What will the effect of this project be on the natural environment – does the project address any issues related to public health, pollution, or quality of life?

The Port and City commitments to the Waterfront District improve public health, pollution and quality of life in a variety of ways. Working with the State of Washington, we are cleaning up all the listed MTCA sites within the District, improving wildlife habitat and creating a healthy and dynamic place to live, work and play.

The Project, construction of roadways and utilities, will better manage area stormwater which will improve water quality for area stormwater discharging to Bellingham Bay. In addition, the roadway construction will complement the current environmental clean-up that is key to the overall site development.

17. Does this project address any existing issues related to public safety and/or does it increase public safety in the future or address a potential future public safety issue?

The installation of the railroad crossing will ensure public safety at the existing railway corridor. In addition, the looped water system will provide more reliable water service (fire flow) to the eventual residents and businesses in the Downtown Waterfront and Log Pond area. The street access through the site will support bicycle and pedestrian facilities and will increase regional connectivity.

18. Describe specific quantifiable measures of the outcomes, other than purely jobs, that will demonstrate project success. Describe how you will measure this and explain what you expect to show as progress toward the outcome.

Last Updated: 11/18/13
Whatcom County Economic Development Investment (EDI) Program
Roving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Outcomes:
✓ Completion of the project is on time and within budget.
  o Open by December 2017
  o Does not exceed $10.4 million
✓ New pedestrian, bike and vehicle access to Bellingham Bay.
  o Whatcom community has access to a part of Bellingham that has never been available to the public.
✓ Installation of access and utilities serving over 1 million square feet of development.
  o Development exceeds 1 million square feet.
✓ Improved safety at the rail crossing.
  o The new crossing at Laurel will be built to quiet zone requirements and accommodate vehicles, bike and pedestrians in both directions.
✓ High quality infrastructure requiring minimal maintenance.
  o Utilities will be built to City of Bellingham and other relevant standards to be consistent with current maintenance practices. Both public and private systems will be connected to adjacent existing systems and looped where possible.

Application for Funding – Certification

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO WHATCOM COUNTY FOR INVESTMENTS IN ECONOMIC DEVELOPMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of Responsible Public Official: [Signature] Date: 2/10/13

Last Updated: 11/18/13
### EDI Technical Advisory Committee
### PROJECT SCORING SHEET

<table>
<thead>
<tr>
<th>3 pts</th>
<th>2 pts</th>
<th>1 pt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### ECONOMIC IMPACT

- Develops economic development infrastructure
- Retains or grows existing businesses
- Spurs additional private sector investment
- Will create new jobs
- Will retain existing jobs
- Provides above average wages
- Promotes community revitalization
- Will have significant local impact
- Will have significant regional impact
- Project will likely result in lasting benefit to the local community
- Project will likely result in lasting benefit to the regional community

#### ENVIRONMENT AND QUALITY OF LIFE

- Protects and/or improves the natural environment
- Supports the sustainable use of environmental resources
- Provides significant contribution to improved health or quality of life
- Will contribute to public safety, public health, or aesthetic improvements to community
- Reduces pollution – water, wastewater, or storm drainage

#### SAFETY AND PUBLIC SUPPORT

- Project improves safety
- Project addresses a current safety issue
- Project is supported in approved local plans

#### FISCAL CONSIDERATIONS

- Project budget is well thought out and reasonable
- Match funds in hand and sufficient
- Is there a demonstrated need for financing
- Source of loan repayment demonstrated
- Asking for both grant and loan

Last Updated: 11/18/13
Whatcom County Economic Development Investment (EDI) Program
Rumbling Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

PROJECT SCORING

<table>
<thead>
<tr>
<th>3 pts</th>
<th>2 pts</th>
<th>1 pt</th>
</tr>
</thead>
<tbody>
<tr>
<td>S</td>
<td>M</td>
<td>W</td>
</tr>
</tbody>
</table>

S = Strong
M = Medium
W = Weak

PROJECT READINESS

Level of completion – engineering and design
Detailed schedule provided
Extent to which permits, approvals and other authorizations are met
Time period over which private investment will occur and jobs created

Total Number of Boxes Checked

\[ x_3 \times x_2 \times x_1 \]

Multiplied By Associated Points

TOTAL SCORING POINTS

TOTAL OF ALL SCORING POINTS (Max 81, Mid 54 and Minimum 27)

Bonus Points:

Add: 100 points if Project is “Jobs In Hand”
Add: 50 points if Project is “Build It and Jobs Will Come”
Add: 25 points if Project is “Community Enhancement”

Add: 100 points if Request is Loan Only
Add: 50 points if Request is Loan/Grant Combination
Add: 25 points if Request is Grant Only

GRAND TOTAL OF ALL SCORING POINTS (Max 281, Mid 154, Minimum 77)

SCORING ASSESSMENT

Scoring Range of Points

281 points to 170 points = Compelling Application – funding should be strongly considered
169 points to 125 points = Moderate Application – funding might be considered
Less than 125 points = Weak Application – funding should not be considered

Last Updated: 11/18/13
RESOLUTION NO. 2016-05

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION REQUESTING FUNDING FROM WHATCOM COUNTY’S ECONOMIC DEVELOPMENT INVESTMENT (EDI) PROGRAM TO PARTIALLY FUND THE CONSTRUCTION OF ARTERIAL STREETS IN THE WATERFRONT DISTRICT.

WHEREAS, the City and the Port have been working cooperatively since 2005 to redevelop the Waterfront District into a mixed-use urban waterfront with commercial, industrial, residential, public, and recreational uses; and

WHEREAS, the Waterfront District is a Brownfield site. The upland properties were historically zoned and used for industrial purposes, including marine industrial uses, fish processing, paper and pulp mill uses, two municipal landfills, a deep water shipping terminal, and wood treatment facilities. The aquatic land uses included a process water treatment facility and two federal channels; and

WHEREAS, in 2013 the City and the Port adopted a Sub-Area Plan and a Development Agreement to guide and facilitate redevelopment of the Waterfront District; and

WHEREAS, in 2013 the City adopted Development Regulations, Design Standards, and a Planned Action Ordinance to regulate development within the Waterfront District; and

WHEREAS, in 2013 the City and Port entered into an Interlocal Agreement for Facilities within the Waterfront District to allocate obligations for phased implementation of site cleanup, streets and parks; and

WHEREAS, the redevelopment of the Waterfront District is a long-term effort, requiring a phased implementation and partnerships with other agencies, including Whatcom County and state and federal agencies; and

WHEREAS, both the Port and the City agreed to direct their increased property tax revenue from the Waterfront District and surrounding properties toward meeting the City’s obligations to construct streets and parks through a state-authorized Local Infrastructure Financing Tool (“LIFT”) for a 25-year period; and

WHEREAS, in 2007 Whatcom County Council set aside funds for the development of an eligible Bellingham waterfront development project in lieu of participating in the Local Infrastructure Financing Tool; and

Resolution #2016-05

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 778-2270
WHEREAS, the City is preparing to design and construct the first and primary arterial street connection through the Downtown Waterfront Area site, specifically, the construction of Granary Avenue and Laurel Street; and

WHEREAS, constructing Granary Avenue and Laurel Street will create conditions making the area attractive to private investors and developers and this application will further the objectives of the EDI program;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLINGHAM THAT:

The Mayor of Bellingham is authorized to submit an application to Whatcom County requesting funding from Whatcom County's Economic Development Investment program to partially fund construction of arterial streets in the Waterfront District.

PASSED by the Council this 8th day of February, 2016.

[Signature]
Council President

APPROVED by me this 11th day of Feb., 2016.

[Signature]
Mayor

ATTEST:  
Finance Director

APPROVED AS TO FORM:  
Office of the City Attorney

Resolution #2016-05
GRANARY - ROEDER TO CORNWALL SUMMARY

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>PROJECT COST</th>
<th>NOTES</th>
<th>CONTINGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GRANARY-BLEODEL - SCHEDULE A</td>
<td>$ 7,194,325.76</td>
<td>Includes utilidor. No DE Piping</td>
<td>30%</td>
</tr>
<tr>
<td>2</td>
<td>LAUREL - SCHEDULE B</td>
<td>$ 2,599,058.00</td>
<td>Includes signal at Cornwall</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>LAUREL RR CROSSING - SCHEDULE C</td>
<td>$ 560,587.50</td>
<td>Updated from 2007</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>GRANARY/LAUREL CONSTRUCTION TOTAL</td>
<td>$ 10,353,971.26</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Waterfront Infrastructure Budget
Freeman Anthony - COB Public Works
Date 2/16/2016
CITY OF BELLINGHAM PUBLIC WORKS
ENGINEERS ESTIMATE OF PROJECT CONSTRUCTION COST

PROJECT: WF-1011 GRANARY BLEODEL

FREEMAN ANTHONY - JULY 2015 - NEW ALIGNMENT

This project consists of Granary-Bleodel Street which connects Roeder to Laurel with a 1300' full type 1B arterial road section. Scope includes a signal at Roeder along with structural enhancements to provide for bike lanes on Roeder southbound.

GRANARY-BLEODEL - SCHEDULE A

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>1</td>
<td>LS</td>
<td>$370,000.00</td>
<td>$370,000.00</td>
</tr>
<tr>
<td>2</td>
<td>TRAFFIC CONTROL LABOR</td>
<td>1200</td>
<td>HR</td>
<td>$48.00</td>
<td>$57,600.00</td>
</tr>
<tr>
<td>3</td>
<td>TRAFFIC CONTROL LUMP SUM</td>
<td>1</td>
<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>4</td>
<td>TESC</td>
<td>1</td>
<td>LS</td>
<td>$125,000.00</td>
<td>$125,000.00</td>
</tr>
<tr>
<td>5</td>
<td>CLEAR AND GRUB</td>
<td>1</td>
<td>LS</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>6</td>
<td>FILL CONTAINMENT</td>
<td>2000</td>
<td>SF</td>
<td>$40.00</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>7</td>
<td>STRUCTURAL FILL</td>
<td>1600</td>
<td>CY</td>
<td>$50.00</td>
<td>$800,000.00</td>
</tr>
<tr>
<td>8</td>
<td>CRUSHED SURFACING TOP COURSE</td>
<td>1300</td>
<td>TN</td>
<td>$40.00</td>
<td>$52,000.00</td>
</tr>
<tr>
<td>9</td>
<td>HMA 1/2&quot;</td>
<td>3900</td>
<td>TN</td>
<td>$130.00</td>
<td>$507,000.00</td>
</tr>
<tr>
<td>10</td>
<td>CEMENT CONCRETE SIDEWALK</td>
<td>4329</td>
<td>SY</td>
<td>$45.00</td>
<td>$194,805.00</td>
</tr>
<tr>
<td>11</td>
<td>CEMENT CONCRETE CURB AND GUTTER</td>
<td>2600</td>
<td>LF</td>
<td>$35.00</td>
<td>$91,000.00</td>
</tr>
<tr>
<td>12</td>
<td>UTILITIES</td>
<td>800</td>
<td>LF</td>
<td>$1,450.00</td>
<td>$1,160,000.00</td>
</tr>
<tr>
<td>13</td>
<td>PAVEMENT MARKING</td>
<td>1</td>
<td>LS</td>
<td>$45,000.00</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>14</td>
<td>STREET FURNISHINGS/TREES</td>
<td>1</td>
<td>LS</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>15</td>
<td>GRANARY/ROEDER SIGNAL</td>
<td>1</td>
<td>LS</td>
<td>$400,000.00</td>
<td>$400,000.00</td>
</tr>
<tr>
<td>16</td>
<td>ROEDER BRIDGE STRUCTURAL MODIFICATIONS</td>
<td>1</td>
<td>LS</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>17</td>
<td>CONSTRUCTION CONTINGENCY</td>
<td>%</td>
<td>30%</td>
<td></td>
<td>$1,257,721.50</td>
</tr>
</tbody>
</table>

CONSTRUCTION TOTAL

$5,450,126.50

SOFT COSTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESIGN (15%)</td>
<td>1</td>
<td>EST</td>
<td>$1,171,935.98</td>
</tr>
<tr>
<td>CONSTRUCTION MANAGEMENT (5%)</td>
<td>1</td>
<td>EST</td>
<td>$272,506.33</td>
</tr>
<tr>
<td>LOCAL AGENCY (5%)</td>
<td>1</td>
<td>EST</td>
<td>$272,506.33</td>
</tr>
<tr>
<td>STATE (0.5%)</td>
<td>1</td>
<td>EST</td>
<td>$27,250.63</td>
</tr>
</tbody>
</table>

SOFT COSTS TOTAL

$1,744,199.26
**GRAND TOTAL - SCHEDULE A** |  |  |  | $7,194,325.76

**LAUREL - SCHEDULE B**
This roadway consists of a 900' type 1B arterial roadway with sidewalk and bike lanes on both sides from Cornwall to Granary. This roadway will be raised an average of 2' from the RR crossing to Interim Bleodel.

**ENGINEERS ESTIMATE**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>1</td>
<td>LS</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>2</td>
<td>TRAFFIC CONTROL LABOR</td>
<td>600</td>
<td>HR</td>
<td>$48.00</td>
<td>$28,800.00</td>
</tr>
<tr>
<td>3</td>
<td>TRAFFIC CONTROL LUMP SUM</td>
<td>1</td>
<td>LS</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>4</td>
<td>TESC</td>
<td>1</td>
<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>5</td>
<td>CLEAR AND GRUB</td>
<td>1</td>
<td>LS</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>6</td>
<td>STRUCTURAL FILL</td>
<td>5850</td>
<td>CY</td>
<td>$50.00</td>
<td>$292,500.00</td>
</tr>
<tr>
<td>7</td>
<td>CRUSHED SURFACING TOP COURSE</td>
<td>1260</td>
<td>TN</td>
<td>$40.00</td>
<td>$50,400.00</td>
</tr>
<tr>
<td>8</td>
<td>HMA 1/2&quot;</td>
<td>1800</td>
<td>TN</td>
<td>$130.00</td>
<td>$234,000.00</td>
</tr>
<tr>
<td>9</td>
<td>CEMENT CONCRETE SIDEWALK</td>
<td>1800</td>
<td>SY</td>
<td>$40.00</td>
<td>$72,000.00</td>
</tr>
<tr>
<td>10</td>
<td>CEMENT CONCRETE CURB AND GUTTER</td>
<td>1800</td>
<td>LF</td>
<td>$30.00</td>
<td>$54,000.00</td>
</tr>
<tr>
<td>11</td>
<td>UTILITIES</td>
<td>900</td>
<td>LF</td>
<td>$700.00</td>
<td>$630,000.00</td>
</tr>
<tr>
<td>12</td>
<td>PAVEMENT MARKING</td>
<td>1</td>
<td>LS</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>13</td>
<td>SIGNAL AT CORNWALL</td>
<td>1</td>
<td>LS</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>14</td>
<td>CONSTRUCTION CONTINGENCY</td>
<td>%</td>
<td>20%</td>
<td>$337,540.00</td>
<td></td>
</tr>
</tbody>
</table>

**CONSTRUCTION TOTAL** | $2,362,780.00

**SOFT COSTS**

| DESIGN | 1 | EST | $ - |
| CONSTRUCTION MANAGEMENT (5%) | 1 | EST | $118,139.00 |
| LOCAL AGENCY (5%) | 1 | EST | $118,139.00 |

**SOFT COSTS TOTAL** | $236,278.00

**GRAND TOTAL - SCHEDULE C** | $2,599,058.00

**LAUREL RR CROSSING - SCHEDULE C**
This work includes an at grade crossing at Laurel that meets quite zone requirements.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>1</td>
<td>LS</td>
<td>$35,000.00</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>2</td>
<td>GATES AND SIGNALS</td>
<td>4</td>
<td>EA</td>
<td>$75,000.00</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>3</td>
<td>QUIET ZONE INDICATORS</td>
<td>3</td>
<td>EA</td>
<td>$8,500.00</td>
<td>$25,500.00</td>
</tr>
<tr>
<td>4</td>
<td>EXIT GATE MGMT SYSTEM</td>
<td>1</td>
<td>EA</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>5</td>
<td>QUIET ZONE WARNING SIGNS</td>
<td>2</td>
<td>EA</td>
<td>$500.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>6</td>
<td>GUARDRAIL</td>
<td>150</td>
<td>LF</td>
<td>$25.00</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>7</td>
<td>CONSTRUCTION CONTINGENCY</td>
<td>%</td>
<td>20%</td>
<td></td>
<td>$83,050.00</td>
</tr>
<tr>
<td></td>
<td>CONSTRUCTION TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$498,300.00</td>
</tr>
<tr>
<td></td>
<td>SOFT COSTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DESIGN (5%)</td>
<td>1</td>
<td>EST</td>
<td></td>
<td>$24,915.00</td>
</tr>
<tr>
<td></td>
<td>CONSTRUCTION MANAGEMENT (2.5%)</td>
<td>1</td>
<td>EST</td>
<td></td>
<td>$12,457.50</td>
</tr>
<tr>
<td></td>
<td>LOCAL AGENCY (2.5%)</td>
<td>1</td>
<td>EST</td>
<td></td>
<td>$24,915.00</td>
</tr>
<tr>
<td></td>
<td>SOFT COSTS TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$62,287.50</td>
</tr>
<tr>
<td></td>
<td>GRAND TOTAL - SCHEDULE C</td>
<td></td>
<td></td>
<td></td>
<td>$560,587.50</td>
</tr>
</tbody>
</table>
Notes of EDI Board Meeting

April 7, 9:00 a.m.

Board Members present at Meeting:
Jack Louws, County Executive
Kelli Linville, Mayor, City of Bellingham
Jim Kyle, Fishing Industry
David Franklin, At-Large
Jeff McLure, PUD #1
Barry Buchanan, County Council Chair
Scott Korthuis, City of Lynden Mayor
Bob Bromley, Mayor, City of Sumas
Aubrey Stargell, Timber Industry
Stephen A. Jones, Agricultural Industry

Board Members absent:
Jeff Kochman, NWEC

Staff present:
Tawni Helms, (Executive Office)

Guests present:
Brian Heinrich, City of Bellingham
Bobby Briscoe, Port Commissioner
Sylvia Goodwin, Port of Bellingham
Ted Carlson, City of Bellingham
Dan Robbins, Port Commissioner
Bob Wilson, WCOG/NWEC

1. Welcome and Introductions
Board Chair, Executive Jack Louws welcomed everyone and called the meeting to order. A review of the agenda took place and round table introductions were made.

2. EDI Fund Review – Status as of 2/29/16
A review of the Public Utilities Improvement/EDI Fund was given as of 2/29/16. Executive Louws briefly went over the revenues, expenditures and commitments noted on the spreadsheet. Total EDI sales tax revenue collected since the Fund’s inception is just under $43 million dollars. Over the life of the fund we have expended $36 million dollars and have a cash balance of $10.5 million dollars.

Of the $10.5 million dollar cash balance, $8.1 million is committed to EDI projects. That leaves a remaining balance of approximately $2.4 million. As a side note, Executive Louws indicated that the commitment to fund the Bellingham Waterfront project on today’s agenda was made years ago in 2007 and that funding is already included in the commitment total.

Executive Louws briefly reviewed the projects that have committed EDI funding. Overall we’re doing well. He reported that we are expending at about the rate we are bringing in funds and emphasized the importance of doing the very best with the fund. The County’s portion of the Fund has a cash balance of $606k. Loan expenditures reflect that we’ve loaned out more than what the allocation shows. There is a cash balance of $937k for grants. Executive Louws expressed confidence with the Fund and the process developed to support EDI projects.

Mayor Linville expressed her appreciation for how the Funds have been managed for the community over the years and is pleased that the $43 million dollars collected is being spent locally.

The question was raised why the Bellingham Waterfront project application was coming forward again when it had already been approved. It was explained that the commitment was earmarked until Bellingham completed a project application at which time they would bring forward to the EDI Board. Mayor Linville is pleased with the project development and indicated
their EDI request is for last dollars in not first dollars in. She also indicated her confidence of the project.

Executive Louws spoke of the County’s current infrastructure challenges. He hasn’t determined how all of the infrastructure projects will be funded. He is working on a capital facilities project list and determining funding for the priorities issues. Although the EDI Fund may not be used directly for criminal justice it can be used for some county capital projects. 3/5th of the County Courthouse is used for Criminal Justice the remaining 2/5 is eligible for EDI funding. As the capital plan is developed he is exploring and considering all funding options. EDI is a component of that. Years ago the EDI funding breakdown was 40% for county projects and the remaining 70% for non-county projects. Five years ago the county portion was reduced to 30%. An adjustment to the current break down is being considered, but not without involvement from the EDI Board.

Mr. Franklin asked about legal recourse for the Courthouse exterior infrastructure challenges. A settlement was made at the end of the courthouse construction work between the architect, builders and the County. We are beyond the warranty period and there is no recourse, we are 22 years beyond that.

Mayor Linville asked if other municipalities are challenged with infrastructure needs. The Port is dealing with infrastructure issues. Because most municipalities are experiencing infrastructure issues she suggested the EDI Fund be used to benefit all of the municipalities. The County Council is ultimately responsible for this Fund and they are faced with several capital challenges and will be exploring all funding options. Executive Louws indicated that the Whatcom County EDI program is very unique and everyone should be proud of the program. He further stated that he has no intention of closing down opportunities, but may be considering a re-adjustment.

The application was not reviewed by the Technical Advisory Council. Currently there are only two private business members. There are not enough TAC members to do a formal review. He is working with Dodd Snodgrass of the Port to re-develop the TAC.

Ted Carlson handed out the Waterfront District Arterial Streets project plan/blueprint and reviewed the project. The project consists of the primary arterial for the redevelopment project. The project goes all the way through the redevelopment site. In total it is a $10.5 million project. $6.7 million has come through a Federal grant. A portion of the Federal grant was spent on design. The $1.1M EDI contribution will make the project whole. The project includes installation drive lanes, parking areas sidewalks and utilities, signals, future connections and a railroad crossing proposed corridor at Laurel Avenue.

The City expects the project to be out to bid early 2017, construction shortly after and project completion is anticipated by the end of 2017. Several different phases of the waterfront development project are underway. Permits are in with the City to rehabilitate the Granary building. There is a significant amount of private investment served by this arterial. Given the challenges with this site it was

First development phase of this project accounts for approximately 300-320 jobs. Over 200 jobs with the actual construction phase of this project. It does spur a lot of economic development and jobs. It is exciting to have construction on the ground early next year.

The County Executive expressed his enthusiasm for the project.
Dave Franklin inquired about the railroad relocation. The City is still working on it. They are rehabilitating the existing rail crossing. If, and when, the rail is relocated all of the rehabilitation efforts for the existing crossing will be moved to the relocation site. The railway approved the realignment but will not contribute to the construction costs. It was acknowledged that access is a limiting factor for redevelopment until the rail is re-aligned.

Jeff McClure asked if Harcourt is responsible for building the secondary streets. Yes, Harcourt will complete the secondary streets. The City is responsible for constructing the Granary and Laurel arterials. Will the streets be elevated for sea levels? Yes, the highpoint will be close to Roeder.

Projected time of completion? The project may be phased. Construction will begin early next year. Design is 30% complete. The Granary section is to be built first.

The details regarding a signal at the intersection of Laurel and Granary is still being worked out.

Executive Louws then called for a motion. Motion from Barry Buchanan and seconded by Jack Louws to the City of Bellingham in the amount of $1,100,000 as a grant and recommendation to the Whatcom County Council. A vote was taken and the motion passed unanimously 10-0.

4. Application review process of the EDI Technical Advisory Committee (TAC)
Bob Wilson indicated there are only two private sector members left on the TAC. He is working with Dodd Snodgrass to work on reorganizing the TAC. There isn’t a lot of work for the 25 year old group. There is great value in the EDI application review process. The current bylaws do not work with the NWEC because they are constructed as a membership organization. He and Dodd are working on reconstituting the NWEC.

Mayor Linville inquired about any effect/influence on the ADO. Bob Wilson said how the NWEC and the ADO interact could have real value in terms of influence. If there is a way to interact and it is not intrusive to the Port it could have real value. Executive Louws suggested exploring all options. We want private sector thoughts and ideas. He encouraged Bob to have those conversations and report back to the EDI. Bob stated his confidence that the COG can continue facilitating the NWEC’s review of forthcoming applications. Until the re-work of the TAC is completed he encouraged EDI applications to continue going to the COG where they would be reviewed/scored.

Sylvia indicated her support that the COG is reviewing/scoring the EDI applications as it doesn’t fit in the role of the ADO since it is at the Port and they submit EDI applications. She also suggested a more active organization under the Port that could invite input from the Business community. There would be opportunity to convene events that bring businesses and practitioners together to include business opportunities and build from the ChooseWhatcom effort. A brief description of the ChooseWhatcom website unveiling scheduled for April 25 was shared. Bob agreed with the potential to expand the business connections.

Steve Jilk asked who chartered the NWEC and where does the agency live. NWEC is within the Council of Governments. The model it was based upon as well as the bylaws no longer applies. If we keep it going we need to re craft the bylaws. He suggested having only public sector members with some involvement from government. Funding is the least of their challenges and he emphasized the COG’s ability to support and facilitate the COG. There is no project work. Bob Wilson said that the landscape is a little unclear. Stay tuned for future developments as he’ll come back to the EDI Board with suggestions.
EDF Board Meeting Notes  
4/7/16  
Page 4

ROUND TABLE

Executive Louws: Point Roberts library foundation requested an EDF grant. Executive Louws suggested they apply for an EDF loan. That application may be coming soon.

Sylvia Goodwin, Port of Bellingham: Reported that the All-American project is moving quickly. I-Tec is expanding and may move downtown waterfront area near Cornwall. Good for downtown core.

Mayor Korthuis: The 4th Street Development which includes water, sewer and additional parking. That project may come through in the future.

Mayor Linville: Scalable projects will likely come up in the future either in the north end or the downtown area, nothing right now.

Jeff McLure: The PUD is looking at installing a water line in the Grandview industrial park. When the PUD acquired the property some years ago, a pond was used for detention and is now used for fire suppression. They are now at the point where it can no longer be used for fire service due to environmental regulations. That may be coming forward.

The Executive expressed his appreciation to the PUD for working on this challenge.

Port Commissioner Dan Robbins thanked the EDF Board for the EDF funding that contributed to the All-American Marine expansion. The Port would not have been able to accomplish that without the EDF support.

There being no further business, the meeting adjourned at 9:55.

NEXT MEETING DATE: TBD

Respectfully Submitted,  
Tawni Helms,  
Executive Office  
Whatcom County Executive Office
Whatcom County
Rural Sales Tax
Report as of 2/29/2016

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Totals for Years 1999-2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax Revenue</td>
<td>(26,340,594.63)</td>
<td>(2,867,602.33)</td>
<td>(3,046,040.15)</td>
<td>(3,247,487.85)</td>
<td>(3,325,480.76)</td>
<td>(3,484,041.50)</td>
<td>(630,968.16)</td>
<td>(42,943,905.40)</td>
</tr>
<tr>
<td>Grant Revenue</td>
<td>(50,000.00)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(50,000.00)</td>
</tr>
<tr>
<td>Loan Principal Payments</td>
<td>(608,868.00)</td>
<td>(255,961.00)</td>
<td>(258,801.00)</td>
<td>(609,683.00)</td>
<td>(964,927.00)</td>
<td>(389,913.00)</td>
<td>(141,011.00)</td>
<td>(3,211,164.00)</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>(208,809.00)</td>
<td>(61,302.00)</td>
<td>(57,462.00)</td>
<td>(82,066.00)</td>
<td>(69,207.00)</td>
<td>(52,161.00)</td>
<td>(17,640.00)</td>
<td>(529,847.00)</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>(27,210,261.63)</td>
<td>(3,184,865.33)</td>
<td>(3,365,903.15)</td>
<td>(3,919,236.85)</td>
<td>(4,355,614.76)</td>
<td>(3,066,116.50)</td>
<td>(768,719.15)</td>
<td>(46,734,716.40)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Facilities Exp (30%)</td>
<td>6,320,321.25</td>
</tr>
<tr>
<td>Other Agency Loans (35%)</td>
<td>5,467,745.56</td>
</tr>
<tr>
<td>Grant Expenditures (35%)</td>
<td>16,504,762.81</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>16,504,762.81</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash Balance/ Year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(10,710,548.82)</td>
<td>(962,377.16)</td>
</tr>
<tr>
<td>(905,331.79)</td>
<td>(1,632,327.39)</td>
</tr>
<tr>
<td>(4,044,884.94)</td>
<td>(6,966,877.41)</td>
</tr>
<tr>
<td>(783,461.72)</td>
<td>(10,541,950.09)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash Balance Allocation</th>
<th>Expenditures to</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax Revenue</td>
<td>Date</td>
<td>Grant Revenue</td>
</tr>
<tr>
<td>Capital Facilities Expended (30%)</td>
<td>12,883,171.62</td>
<td>12,326,725.64</td>
</tr>
<tr>
<td>Other Agency Loans (35%)</td>
<td>15,030,366.89</td>
<td>13,361,296.33</td>
</tr>
<tr>
<td>Grant Expenditures (35%)</td>
<td>15,030,366.89</td>
<td>15,094,744.34</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>42,943,905.40</td>
<td>36,192,766.31</td>
</tr>
<tr>
<td>Principal/ Interest Payments</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Adjusted Total</strong></td>
<td>42,943,905.40</td>
<td>36,192,766.31</td>
</tr>
</tbody>
</table>

*Committed equals the total remaining commitments from the table below.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Total Approved</th>
<th>Capital Facilities Fund</th>
<th>EDI Loan</th>
<th>EDI Grant Fund</th>
<th>Total Remaining Commitments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ferndale Affordable Housing (332213)</td>
<td>1,225,000.00</td>
<td>-</td>
<td>550,074.67</td>
<td>3,500.00</td>
<td>553,574.67</td>
</tr>
<tr>
<td>POB ED Consortium (332219)</td>
<td>397,500.00</td>
<td>-</td>
<td>-</td>
<td>287,257.72</td>
<td>287,257.72</td>
</tr>
<tr>
<td>FDU I-Broadband</td>
<td>217,500.00</td>
<td>-</td>
<td>-</td>
<td>217,500.00</td>
<td>217,500.00</td>
</tr>
<tr>
<td>POB C Street Terminal (332233)</td>
<td>3,000,000.00</td>
<td>-</td>
<td>2,000,000.00</td>
<td>1,000,000.00</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>POB All American Marine (332234)</td>
<td>3,000,000.00</td>
<td>-</td>
<td>2,000,000.00</td>
<td>1,000,000.00</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>COB Waterfront Project</td>
<td>1,100,000.00</td>
<td>-</td>
<td>-</td>
<td>1,100,000.00</td>
<td>1,100,000.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>8,940,000.00</td>
<td>-</td>
<td>4,580,074.67</td>
<td>3,588,257.72</td>
<td>8,138,332.39</td>
</tr>
</tbody>
</table>
TITLE OF DOCUMENT: Puget Sound Utility Easement- Phillips 66 Soccer Park

ATTACHMENTS: Easement and diagram

SEPA review required? ( ) Yes (X) NO
SEPA review completed? ( ) Yes ( ) NO
Should Clerk schedule a hearing? ( ) Yes (X) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Request authorization for the Executive to grant a utility easement to Puget Sound Energy for the purposes of providing power for athletic field lighting for the new fields at the Phillips 66 Soccer Park

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO: Jack Louws, Executive

FROM: Michael McFarlane, Director

DATE: May 20th, 2016

RE: PSE Utility Easement for Athletic Field Lighting- Phillips 66 Soccer Park

Attached is a utility easement for your signature. The easement is required for Puget Sound Energy to extend power to the athletic field lighting for the new fields at the Phillips 66 Soccer Park. The existing road poles will be used for the transformers.

Once the Council approves the easement, please sign and return to my office.

Please contact me at 5855 if you have any questions or require additional information.
RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

PSE PUGET SOUND ENERGY

EASEMENT

GRANTOR (Owner): WHATCOM COUNTY
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN: NE 1/4 S34, T39, R02E
ASSESSOR’S PROPERTY TAX PARCEL: 390234-416391-0000

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, WHATCOM COUNTY, a Washington Municipal Corporation, ("Owner" herein), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in WHATCOM County, Washington:

THE NORTHEAST QUARTER IN SECTION 34, TOWNSHIP 39 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN EXCEPT THE PARCEL WEST OF THE NORTHWEST DIAGONAL ROAD – AND LESS ROADS

SITUATE IN WHATCOM COUNTY, WASHINGTON:

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended, or relocated, (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.).

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

RW 09G220/105081525
NE34-T39-R02E

56
2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE’s work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE’s work.

4. Owner’s Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE’s facilities without PSE’s prior written consent.

5. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE’s failure to install its systems on the Easement Area.

7. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this ______ day of __________________________, 2016

OWNER
WHATCOM COUNTY, a
Washington Municipal Corporation

BY: ________________________________ ________________________________

RW 096220/105081525
NE34-T39-R02E
STATE OF Washington   
COUNTY OF  

On this ______ day of __________________, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ___________________ to me known to be the __________________ of Whatcom County, a Municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Whatcom County, for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of Whatcom County.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

residing at ________________________________

My Appointment Expires: __________________

Approved as to format

ELIZABETH L. GALLAGHER
Whatcom County Civil Prosecutor

RW 096220/105081525
NE34-T39-R02E
TITLE OF DOCUMENT: South Fork Park Trail Development 16-2065 LWCF Application and Authorization Resolution

ATTACHMENTS: Authorizing Resolution

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Request authorization for the County Executive to make application and enter into a grant agreement with the WA State Recreation and Conservation Office for funding through the Land and Water Conservation Fund in the amount of $209,000 for trail development at South Fork Park.
May 19, 2016

MEMORANDUM

TO: Whatcom County Councilmembers

FROM: Dana Brown-Davis, Clerk of the Council

SUBJ: Confirmation - Approval of Resolution 2016-018

On May 17, 2016, Council voted to approve Resolution 2016-018, a resolution authorizing the County Executive to make application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Washington Wildlife and Recreation Program for trail development at South Fork Park. The resolution was a revised version of what was originally presented in the Council packet and was submitted with the explanation that the State had moved the application from the Land and Conservation Fund to the Washington Wildlife and Recreation Program and the change needed to be included in the resolution.

The revised resolution was submitted to Council without showing changes in redline/strikethrough format. To ensure Council is aware of all revisions contained in the approved resolution, Council staff requests review of the attached redline/strikethrough version and confirmation of approval prior to processing.

Thank you.
RESOLUTION NO. ______________

RECREATION AND CONSERVATION OFFICE
LAND AND WATER CONSERVATION FUND (LWCF)
WASHINGTON WILDLIFE AND RECREATION PROGRAM (WWRP)
APPLICATION RESOLUTION/ AUTHORIZATION
WHATCOM COUNTY–DEV. SOUTH FORK PARK TRAIL DEVELOPMENT 16-2065

WHEREAS, this resolution authorizes submitting application for grant funding assistance for Land and Water Conservation Fund (LWCF) Washington Wildlife and Recreation Program (WWRP) project to the Recreation and Conservation Funding Board as provided in Title 54, U.S.C. Section 200306, 79A.15 and 79A.25 RCW, WAC 286, and other applicable authorities; and

WHEREAS, Whatcom County has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; and

WHEREAS, under provisions of the LWCF WWRP program, state grant assistance is requested to aid in financing the cost of trail development; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council:

1. That Michael McFarlane, Whatcom County Parks & Recreation Director is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.

2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office’s web site at: http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf and authorizes Jack Louws, Whatcom County Executive to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.

3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project referenced above.

4. Our organization expects our matching share of project funding will be derived from donations and real estate excise tax Real Estate Excise tax, foundation grants and force account and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.

5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project, the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.

6. We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization, the Recreation and Conservation Funding Board, and the National Park Service in the project agreement or an amendment. Acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon RCO's standard versions of those documents), to be recorded on the title of the property with the county auditor.
7. We acknowledge that any property not owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant for at least twenty-five (25) years after the project is complete unless otherwise provided and agreed to by our organization, the Recreation and Conservation Funding Board, and the National Park Service acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agrees to other restrictions in the project agreement or an amendment thereto.

8. We have read both the federal guidelines and state policies for the LWCF program and agree to abide by those guidelines and policies, and as LWCF grants are federal funds, our organization must comply with all applicable federal laws.

9. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.

10. We provided appropriate opportunity for public comment on this application.

44. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

APPROVED this ___ day of _____, 2016.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

[Signature]
Civil Deputy Prosecutor

APPROVED AS TO FORM:

Washington State Attorney General's Office
Assistant Attorney General  

Date
MEMORANDUM

TO: Dana Brown-Davis, Clerk of the Council

FROM: Michael McFarlane, Director

DATE: May 17th, 2016

RE: Resolution Change (AB 2016-168)

Attached is a revised resolution for item AB 2016-168 scheduled for approval by the Council this evening. We were notified that our application has been moved from the Land & Water Conservation Fund to the Washington Wildlife & Recreation Program. The resolution has been modified to reflect this change. Liz Gallery signed off on the original and another grant application using the same format so I don't expect any issues with obtaining her signature.

Please contact me at 5855 if you have any questions or require additional information.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>KW</td>
<td>5/17/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td>5/31/16</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Contract for Services Covenant Consultants, Inc.

**ATTACHMENTS:**

1. Memo
2. Contract Information Sheet
3. Contract and Exhibits

**SEPA review required?**  ( ) Yes  ( X ) NO
**SEPA review completed?**  ( ) Yes  ( X ) NO

**Should Clerk schedule a hearing?**  ( ) Yes  ( X ) NO
**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This contract amendment is for the provision of continuing consultant services regarding the research and valuation defense of the recent property appraisal appeals by BP Oil Refinery.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Keith Willnauer, County Assessor
RE: Covenant Consultants, Inc.
DATE: May 19, 2016

Enclosed are two (2) originals of a Professional Services Agreement Amendment between Covenant Consultants, Inc. and Whatcom County for your review and signature.

- **Background and Purpose**
  This contract amendment is for the provision of continuing consultant services regarding the research and valuation defense of the recent property appraisal appeals by BP Oil Refinery. The amendment extends the existing contract, adds a professional appraisal review report to the deliverables and compensation, and amends the travel time provision in the compensation.

- **Funding Amount and Source**
  Funding for this contract is included in the 2016 Assessor’s budget. Funding was approved in 2016 Supplemental Budget - High Value Appeal Defense Refineries.

Please contact Keith Willnauer at extension 5050, if you have any questions or concerns regarding the terms of this agreement.

Encl.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Originating Department: Assessor's Office/Executive Office
Contract or Grant Administrator: Keith Willnauer
Contractor's / Agency Name: Covenant Consultants, Inc.

Is this a New Contract? Yes X No _
If not, is this an Amendment or Renewal to an Existing Contract? Yes X No _
Yes ___ No _X__
If Amendment or Renewal, Original Contract # 201604006

Does contract require Council Approval? Yes Y No _X__

Is this a grant agreement? Yes ___ No _X__
If yes, grantor agency contract number(s) __________ CFDA # __________

Is this contract grant funded? Yes ___ No _X__
If yes, associated Whatcom County grant contract number(s) __________

Is this contract the result of a RFP or Bid process? Yes ___ No _X__
If yes, RFP and Bid number(s) __________ Cost Center: __________

Is this agreement excluded from E-Verify? No _X__ Yes ___ If no, include Attachment D Contractor Declaration

If yes, indicate exclusion(s) below:
☐ Professional services agreement for certified/licensed professional
☐ Contract work is for less than 120 days
☐ Contract less than $100,000.
☐ Contract for Commercial off the shelf items (COTS)
☐ Contract work is all performed outside U.S.
☐ Work related subcontract less than $25,000.
☐ Interlocal Agreement (between Gov't's)
☐ Public Works - Local Agency/Federally Funded FHWA

Contract Amount:(sum of original contract amount and any prior amendments)
$ __20,000, ____________

This Amendment Amount:
$ __45,000

Total Amended Amount:
$ __65,000

Contracts that require Council Approval (incl. agenda bill & memo)
- Professional Services Agreement above $20,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.

Summary of Scope:
This contract is for the provision of review and consultation regarding the appraisal reports and appeal valuation defense.

Term of Contract: 12 months
Expiration Date: 6/15/2017

Contract Routing Steps & Signoff: [sign or initial][indicate date transmitted]
1. Prepared by:
2. Attorney reviewed:
3. AS Finance reviewed:
4. IT reviewed if IT related
5. Corrections made:
6. Attorney signoff:
7. Contractor signed:
8. Submitted to Exec Office
9. Council approved (if necessary)
10. Executive signed:
11. Contractor Original Returned to dept; 
12. County Original to Council

[signature]
Date __5/14/16__ [electronic]
Date __5/14/16__ [electronic]
Date __5/14/16__ [electronic]
Date __5/14/16__ [electronic] hard copy printed
Date ____________ [summary via electronic; hardcopies]
THIS AMENDMENT is to the Contract between Whatcom County and Covenant Consultants, Inc., dated April 7, 2016 and designated "Whatcom County Contract No. 201604006". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through June 15, 2017, and increases the maximum consideration by $45,000 to a total consideration of $65,000.

This Amendment also changes the following item in the Exhibit "A" (Scope of Work):

Delete current item d. and replace with "d. Write a USPAP (Uniform Standards of Professional Appraisal Practice) compliant review appraisal report for the 2013 appraisal year appeal. Provide PDF files for the Assessor's Answer to the appeal."

In addition, this Amendment also changes the following in Exhibit "B" (Compensation):

Delete current first paragraph and replace with: "Total fee for services described in Exhibit "A" will not exceed $65,000. With the exception of item "d.", the County will pay Covenant Consultants, Inc. at the following hourly rates: $175 per hour for travel time, $400 per hour to the appellant for dispositions, and $350 per hour for other work performed. Item "d." shall be compensated at a flat rate of $20,000 as follows: The Contractor shall be entitled to a $15,000 retainer fee with the remaining $5,000 payable upon timely delivery of the review appraisal report."

Delete the first sentence of the second paragraph which reads: "The contractor shall be entitled to 6 hours administrative time per onsite visit to Whatcom County."

Delete the first sentence of the third paragraph and replace it with: "Contractor will be compensated after completion of services and deliverables and acceptance of those services and deliverables by the County except the Review Appraisal Report retainer."

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: June 15, 2016, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Covenant Consulting, Inc. have executed this Amendment on the date and year below written.

DATED this _________________ day of __________________, 20__

CONTRACTOR:

Covenant Consultants, Inc.

__________________________
John Lifflander, President

Contract for Services
Covenant Consultants, Inc.
WHATCOM COUNTY:
Recommended for Approval:

________________________________________  ________________________
Department Director                     Date

Approved as to form:

________________________________________  5-19-16
Prosecuting Attorney                     Date

Approved:
Accepted for Whatcom County:

By: ________________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON    ss
COUNTY OF WHATCOM

On this ___________ day of ____________, 20 __, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at ___________________. My commission expires ____________________.

CONTRACTOR INFORMATION:

Covenant Consultants, Inc.

John Lifflander, President

Address:
4702 NE 248th Circle
Ridgefield, WA 98642

Mailing Address:
________________________________________

Contact Name: John Lifflander

Contact Phone: 360-687-1602

Contact Email: john@ccitax.com

Contract for Services
Covenant Consultants, Inc.
Birch Bay Community Park Master Plan, Consulting Services Contract

1. Birch Bay Community Park Consulting Services Contract

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Parks requests approval of the attached contract with Robert W. Droll, Landscape Architect, PS for professional design services for Birch Bay Community Park.

PARKS REQUESTS APPROVAL OF THE ATTACHED CONTRACT WITH ROBERT W. DROLL, LANDSCAPE ARCHITECT, PS FOR PROFESSIONAL DESIGN SERVICES FOR BIRCH BAY COMMUNITY PARK.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Michael McFarlane
RE: Design Services Contract for Birch Bay Community Park
DATE: May 18, 2016

Enclosed are two (2) originals of Birch Bay Master Plan, design services contract between Whatcom County and Robert W. Droll, Landscape Architect, PS for your review and signature.

• Background and Purpose
Parks requests approval of the attached contract with Robert W. Droll, Landscape Architect for professional design services required for future park improvements at Birch Bay Community Park.

This contract will complete the master planning, site design, programming and provide initial cost estimates for the proposed park improvements at the Birch Bay Community Park.

• Funding Amount and Source
This project will be funded by REET II funds. ASR 2015-5363 ($50,000) approved by County Council on November 24, 2014 (Ordinance No. 2014-065).

• Differences from Previous Contract
This is a new contract

Please contact Rod Lamb at extension 5858, if you have any questions or concerns regarding the terms of this agreement,

Encl.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Parks  
**Contract or Grant Administrator:** Rod Lamb  
**Contractor’s / Agency Name:** Robert W. Droll

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ☑</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes ☑</td>
<td>No ☐</td>
</tr>
<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does contract require Council Approval?</th>
<th>Yes ☑</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If No, include WCC:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
<th>Yes ☑</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, grantor agency contract number(s):</td>
<td>N/A</td>
<td>CFDA#: N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this contract grant funded?</th>
<th>Yes ☑</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, Whatcom County grant contract number(s):</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Yes ☑</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, RFP and Bid number(s):</td>
<td>16-07</td>
<td>Cost Center: 3240616003</td>
</tr>
</tbody>
</table>

| Is this agreement excluded from E-Verify? | Yes ☑ | No ☐ |

| If YES, indicate exclusion(s) below:  
☑ Professional services agreement for certified/licensed professional.  
☐ Contract work is for less than $100,000.  
☐ Contract work is for less than 120 days.  
☐ Interlocal Agreement (between Governments).  
☐ Contract for Commercial off the shelf items (COTS).  
☐ Work related subcontract less than $25,000.  
☐ Public Works - Local Agency/Federally Funded FHWA.  
☐ Contracts that require Council Approval (incl. agenda bill & memo)  
• Professional Services Agreement above $20,000.  
• Bid is more than $50,000.  
• Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)  
☑ RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract. |

<table>
<thead>
<tr>
<th>Contract Amount:(sum of original contract amount and any prior amendments):</th>
<th>$ 50,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Amendment Amount:</td>
<td>$ N/A</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

**Summary of Scope:** This professional services contract will complete initial master planning for the Birch Bay Community Park. Specific tasks include: site survey, geotechnical investigation, community outreach, conceptual design and master planning, preliminary stormwater management design, and cost estimating.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>7 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date:</td>
<td>12/31/2016</td>
</tr>
</tbody>
</table>

**Contract Routing:**  
1. Prepared by: R. Lamb  
   Date: 5/9/2016  
2. Attorney signoff:  
   Date: 5/17/16  
3. AS Finance reviewed:  
   Date: 5/28/16  
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:  

V2.0

72
CONTRACT FOR SERVICES AGREEMENT
Birch Bay Community Park Master Plan

Robert W. Droll, Landscape Architect, PS, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 2 to 9,
- Exhibit A (Scope of Work), pp. 10 to 16,
- Exhibit B (Compensation), pp. 11 to 17,
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 18th day of May, 2016, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2016.

The general purpose or objective of this Agreement is to: provide master planning design services for Birch Bay Community Park, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $50,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.1, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ________________, 20___.

CONTRACTOR:  

Robert W. Droll, Landscape Architect, PS

(TYPE IN NAME OF CONTRACTOR/FIRM) Add more lines if more than one party

STATE OF WASHINGTON  

COUNTY OF WHATCOM  

SS.

On this 18th day of May, 2016 before me personally appeared Robert W. Droll, who is known to me to be the President (title) of ______________ (Company) and who executed the above instrument and who acknowledged to me the fact of signing and sealing thereof.

ANGELA M. BINION
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES SEPTEMBER 19, 2018

My commission expires ___________. My address is _______________.

Contract for Services Agreement
Birch Bay Community Park Master Plan

V2.0
WHATCOM COUNTY
Recommended for Approval:

[Signature] 5-18-16
Department Director Date

Approved as to form:

[Signature] 5-18-16
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: ___________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

On this _______ day of ________, 20 __, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

________________________________________
NOTARY PUBLIC in and for the State of Washington, residing at
________________________________________. My commission expires ____________________.

CONTRACTOR INFORMATION:

Robert W. Droll, Landscape Architect, PS
(Type in Name of Contractor/Firm)

President
(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address:
4405 7th Avenue, SE
Lacey, WA 98503

Mailing Address:
4405 7th Avenue, SE
Lacey, WA 98503

Contact Name: Robert W. Droll

Contact Phone: (360) 456-3813

Contact FAX: (360) 493-2063

Contact Email: bob@rwdroll.com

Contract for Services Agreement
Birch Bay Community Park Master Plan

V2.0

74
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

Contract for Services Agreement
Birch Bay Community Park Master Plan

Page 3

V2.0
Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys’ fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

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

31.2 Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

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

34.1 Proof of insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00.
General Liability & Property Damage for bodily injury- $1,000,000.00.

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

Professional Liability - $1,000,000 per occurrence:
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.
A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

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

34.3 Indemnification by Contractor:
To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County for the value of the contract or $1,000,000, whichever is less. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

a. Participation by County – No Waiver.
The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

b. Survival of Contractor's Indemnity Obligations.
The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

c. Indemnity by Subcontractors.
In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

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

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

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

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

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

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

Whatcom County, Parks and Recreation
Rod Lamb, Design & Development Supervisor

3373 Mt. Baker Hwy
Bellingham, WA 98226
360-778-5850

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

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

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

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

40.1 Modifications:

Contract for Services Agreement
Birch Bay Community Park Master Plan

Page 7

V2.0

79
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

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

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

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

42.1 Disputes:

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

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

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

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

Contract for Services Agreement
Birch Bay Community Park Master Plan

v2.0
nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

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

43.1 **Venue and Choice of Law:**

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

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

45.1 **Public Records Act:**

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order enjoining that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

46.1 ** Entire Agreement:**

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

Birch Bay Community Park Master Plan

Scope of Work
This assignment includes the work to be performed by Robert W. Droll, Landscape Architect, PS, (hereinafter RWD) for Birch Bay Community Park (Project) on behalf of the Whatcom County Parks and Recreation Department (hereinafter Parks). It is understood this Project’s Goal is to prepare the Park Master Plan to guide future park development and include the Park’s development into Parks’ Capital Facility Planning.

Basis of Proposal
This Scope of Services and Fee Proposal is based upon written documentation, and discussions with Parks Project Manager Rodney Lamb, PLA, LEED AP. RWD proposes the following Scope of Services to accomplish the work necessary to accomplish Project Goals.

Project Team
Several subconsultants compose the RWD Project Team; they are listed in our RFP and are shown in Exhibit B herein. For simplicity, when the term RWD is used hereinafter, it shall mean RWD Staff Members and our subconsultants. Exhibit B defines what Tasks our subconsultants, as well as RWD Staff Members, are involved in.

Scope of Services

<table>
<thead>
<tr>
<th>Task 1.01</th>
<th>Site Visit</th>
</tr>
</thead>
<tbody>
<tr>
<td>RWD will visit Site with Client, Survey Crew, and Archaeologist to review site conditions and discuss Project issues.</td>
<td></td>
</tr>
</tbody>
</table>

Task 1.02 Design Survey
RWD will prepare the fieldwork and mapping necessary for a Design Survey of the Project and shall include the following.

- Examine existing conditions and as-built / record drawings
- Recover/emplace Durable Survey Control
- Topo Survey of Road Prism to 50’ Beyond Prop. Lines
- Topo Survey of Project Site: 1-foot contour-interval standard
- Topo Existing Structure and Extant Utilities as marked by One-Call Utility Locate service
- Prepare Base Map of existing conditions in Civil 3D

Task 1.03 Geotech Reconnaissance
RWD will provide the following Geotechnical Services.

- Review geologic and hydrogeologic references and available in-house geotechnical reports or information regarding subsurface and groundwater conditions in the project vicinity.
- Complete a minimum of three (3) hand auger explorations to depths of 5 to 6 feet below ground surface (or practical refusal) and perform laboratory tests on samples obtained, specifically moisture tests and grain size distribution tests.
- Evaluation stormwater management considerations including a discussion of the expected range of design infiltration rates based on correlation with the results of grain-size analysis and groundwater conditions encountered, if appropriate.

Robert W. Droll, Landscape Architect, PS
Provide a brief geotechnical memorandum with our conclusions and recommendations, summary of site conditions encountered and exploration logs, a site sketch of exploration locations, and any supporting test data will be included. Design recommendations for other park elements are not included in this scope.

**Task 1.04  Archaeological Fieldwork & Report**
RWD would excavate a short interval grid of shovel probes across the entire property to gauge the extent and character of the known archaeological deposits associated with the precontact and historic shell matrix site 45WH67. Below are a list of tasks necessary for outlining the extent of the site deposits and compiling a detailed map of the site extent and characteristics. Deliverables for the present effort will include a report and an updated Archaeological Site Inventory Form required by DAHP.

- Updating the known background information using the WISAARD database and other relevant records, as needed, pertaining to previously recorded sites and surveys within the project area. Background research will also address ethnographic scoping and research into Tribal affiliations (for use in determining Traditional Cultural Property [TCP] likelihood), if requested.
- Drayton Archaeology will inspect the subject property to determine the total extent of known archaeological deposits with subsurface shovel probes.
- Test probes would be excavated to sterile soil using a shovel (backfilled upon completion of each) but would not be excavated through intact site deposits.
- Soils will be screened through ¼-inch steel mesh mounted on standing screens.
- Observations on soils, inclusions, and any cultural materials will be noted in field notebooks.
- Locations of the shovel probes and any resources will be recorded in notes, on project maps, and as possible utilizing a handheld GPS instrument.
- Overview photographs will be taken of each probed area, along with any cultural materials observed during survey, and details of each photograph will be entered in a photograph log.
- Completion of a survey report discussing methodology and the results of background research, fieldwork, testing, and site evaluation. Appropriate maps and site forms would be included in the final report.
- A final map of the archaeological extent on the property will be produced.
- Address any client/agency comments on the report.

**Considerations not budgeted here:**
The present proposal assumes that Human Remains, graves, or burial offerings will not be located during soil testing. Additional time, which is not accounted for herein, would be required if human remains are encountered (i.e. pursuant to state law reporting would become more involved).

**Task 1.05  Obtain Planning/Design Data, Develop Master Planning Parameters**
RWD will research existing and available Planning, Zoning, and projects that may influence Master Plan Development. RWD and Client will develop Master Planning Parameters. RWD will acquire known information of utilities adjacent to the site, bring into the CAD drawing and determine the ability to utilize these to service the potential improvements. Specifically the ability to gravity sewer from buildings or restrooms. If gravity cannot be accommodated, pump stations will need to be included in the cost estimates.

**Task 1.06  Site Opportunities/Constraints Analysis**
RWD will prepare Site Analysis Plan graphically defining the site’s opportunities and constraints.

**Task 1.07  Master Plan Concepts**
RWD will prepare two Concepts, based upon two different scenarios defined by Client, in ACAD format over the Design Survey and aerial photo. RWD will prepare a list of Pros and Cons for each scenario as well as an Estimate of Probable Costs.
Task 1.08  Public Workshop 1 - Program Elements, Site Analysis & Concept Plans Review
RWD and Parks will conduct Public Workshop 1 and discuss Program Elements and the Site's influencing characteristics. RWD will present two Master Plan scenarios followed by the Public Workshops working in small groups to discuss all of the findings and concepts with the goal of arriving at a consensus on preferred Program Elements and Master Plan.

Task 1.09  Preferred Master Plan Refinement
Based upon Parks direction, RWD will revised and refined the Preferred Master Plan Option of a combination of two of the Concepts into one Preferred Master Plan Option. Prepare Stormwater computer model of site runoff. Determine up to three stormwater options for Preferred Master Plan. Prepare Estimate of Probable Costs.

Task 1.10  Steering Committee Meeting 2 - Preferred Master Plan Review
Parks will conduct Steering Committee Meeting 1 without RWD. RWD and Parks will meet with the Steering Committee to discuss the refinement of the Preferred Master Plan.

Task 1.11  Public Workshop 2 - Preferred Master Plan Review
RWD and Parks will conduct Public Workshop 2. RWD will summarize the design process to date, previous discussions, and the Preferred Master Plan and Estimate of Probable Cost to the Public.

Task 1.12  Preliminary Stormwater Memo
RWD will prepare the following tasks.

☑ Refine stormwater concept
☑ Cost estimate for stormwater treatment
☑ Prepare exhibits for Stormwater Letter/Technical Memorandum

Task 1.13  Preferred Master Plan Revision
Based upon the findings and Client directions from previous Tasks, RWD revise the Preferred Master Plan graphic. RWD will prepare Phasing Plan and Estimate of Probable Cost by Phase based upon Client direction.

Task 1.14  Steering Committee Meeting 3 – Refined Preferred Master Plan & Phasing Plan Review
RWD will attend and conduct, with Parks, Steering Committee 3 to gather input on the Refined Master Plan, Phasing Plan and Estimate of Probable Cost by Phase.

Task 1.15  Public Workshop 3 – Preferred Master Plan and Phasing Plan
RWD and Parks will conduct Public Workshop 3 to discuss the Preferred Master Plan, Phasing Plan, and Project Capital/Maintenance Cost, Funding Options and Next Steps.

Task 1.16  Final Master Plan Executive Summary
RWD will prepare the Final Birch Bay Community Park Master Park Executive Summary (10-15 pages) organized as the following Table of Contents indicates.

Table of Contents
Executive Summary
Site Analysis
Master Plan Improvements Summary
Master Plan Estimate of Probable Project Development Costs by Phase
Master Plan Estimate of Probable Maintenance Costs by Phase
Project Funding Summary
Public Involvement Summary

List of Tables
Table 1 Project Development Costs by Phase

Robert W. Droll, Landscape Architect, PS
Table 2 Annual Maintenance Costs by Phase

List of Figures
Figure 1 Vicinity Map
Figure 2 Use Areas
Figure 3 Master Plan
Figure 4 Master Plan Phasing

Appendices
Appendix A Master Plan Estimate of Probable Project Development Costs by Phase
Appendix B Master Plan Estimate of Probable Maintenance Costs by Phase
Appendix C Preliminary Stormwater Report
Appendix D Geotechnical Reconnaissance Letter
Appendix E Public Involvement Summary

Task 1.17 Project Management
This Task accounts for the RWD’s time to manage the Project’s contractual elements, scheduling, billing and timing of Project, communication with Client, and manage the coordination of, and the execution of the Project Schedule (to be determined).

Additional, Excluded Services
Specific items that are not within the scope of work/services include, but are not limited to, the following. RWD can provide these services at an additional cost.

- Biological Baseline Characterization
- Wetland or Critical Area Report
- Full Geotechnical Investigation & Report
- Traffic Studies, Traffic Impact Analysis
- Stormwater Drainage report/studies/design other than as described herein
- Biological Evaluation
- Architectural, Mechanical, Electrical, Civil or Structural engineering services other than as described herein
- 30%, 65%, 95% & 100% Plans, Estimate and Specifications, Bidding Services or Construction Services for On, or Offsite improvements
- Observation Services of any on-site or off-site, mitigation and building improvements other than defined in the Scope of Services
- Legal Descriptions of easements, Rights-of-Ways, etc.
- Web-site preparation and hosting, visual impact analysis, photo-simulations,
- SITES or LEEDS accreditation
- Tree valuation, Tree removal quantity count
- Noise Studies, Air Quality Studies
- Boundary and ALTA Surveys
- Meeting attendance other than those listed herein
- Stream or Ordinary High Water Mark delineation, Wetland, Wildlife, Habitat & Fisheries investigations & Impact Analysis other than as described herein
- Environmental Assessments
- Groundwater monitoring
- Grants Writing & Applications
- SEPA, JARPA, any environmental or regulatory permitting
- Hydrogeologic Report, Hydrology Studies, Environmental Studies, Water Quality Testing & Monitoring
- Visual Impact Analysis
☐ Cultural Resources investigations & monitoring, Heritage Documentation Programs, other than defined herein
☐ Public Presentations, Neighborhood meetings, Hearing Examiner meetings, etc. other than defined herein
☐ Mitigation Site Identification and Analysis, Mitigation Design
☐ Latecomers Fees, Permit Fees, & Impact Fees will be provided by Client
☐ Typed up Meeting Notes.

Professional Fee
Professional Fees to accomplish the Scope of Services are shown on Exhibit B. RWD will perform the Scope of Services on a Lump Sum Basis.

Client Responsibilities
Client shall provide the following information or services as required for performance of the work. RWD assumes no responsibility for the accuracy of such information or services and shall not be liable for errors and omissions therein. Should RWD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

☐ Parks will organize Selection Committee composition
☐ Parks will arrange and pay for all meeting notices & meeting spaces
☐ Parks will identify, pursue & process permits and permit fees
☐ Existing as-built site engineering and utility base information for any proposed design projects in the area
☐ Planning Documents & Data that may impact Birch Bay Community Park Master Plan Development.
Birch Bay Community Park Master Plan  
Whatcom County Parks and Recreation Department  
Exhibit B - Fee

<table>
<thead>
<tr>
<th>Master Plan Tasks</th>
<th>Task Total</th>
<th>Bob Droll, ASLA</th>
<th>Landscape Tech III, ASLA</th>
<th>Clerical</th>
<th>Wilson Engineering total</th>
<th>Drayton Archaeology total</th>
<th>RMC Architects total</th>
<th>GeoEngineers total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01 Site Visit</td>
<td>$1,080.00</td>
<td>8</td>
<td>$1,080.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>1.02 Design Survey</td>
<td>$6,300.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$6,300.00</td>
</tr>
<tr>
<td>1.03 Geotech Reconnaissance</td>
<td>$3,150.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>1.04 Archaeological Fieldwork &amp; Report</td>
<td>$6,915.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$6,915.00</td>
<td>$-</td>
</tr>
<tr>
<td>1.05 Obtain Planning/Design Data that will influence Master Plan Development, Develop Master Planning Parameters</td>
<td>$5,355.00</td>
<td>2</td>
<td>$270.00</td>
<td>6</td>
<td>$570.00</td>
<td>$-</td>
<td>$-</td>
<td>$4,515.00</td>
</tr>
<tr>
<td>1.06 Site Opportunities/Constraints Analysis</td>
<td>$1,790.00</td>
<td>2</td>
<td>$270.00</td>
<td>16</td>
<td>$1,520.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>1.07 Master Plan Concepts (2 Plans w/ Pros/Cons Lists &amp; Estimate of Capital Probable Costs)</td>
<td>$7,563.00</td>
<td>16</td>
<td>$2,160.00</td>
<td>32</td>
<td>$3,040.00</td>
<td>$-</td>
<td>$-</td>
<td>$2,363.00</td>
</tr>
<tr>
<td>1.08 Public Workshop 1 - Program Elements, Site Analysis &amp; Concept Plans Review</td>
<td>$1,080.00</td>
<td>8</td>
<td>$1,080.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>1.09 Preferred Master Plan Refinement</td>
<td>$2,060.00</td>
<td>4</td>
<td>$540.00</td>
<td>16</td>
<td>$1,520.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>1.10 Steering Committee 2 - Refined Master Plan Review</td>
<td>$1,080.00</td>
<td>8</td>
<td>$1,080.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>1.11 Public Workshop 2 - Refined Master Plan Review, Consensus on Preferred Master Plan &amp; Phasing Plan</td>
<td>$2,540.00</td>
<td>16</td>
<td>$2,160.00</td>
<td>4</td>
<td>$380.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>1.12 Preliminary Stormwater Letter</td>
<td>$4,305.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$4,305.00</td>
</tr>
<tr>
<td>1.13 Preferred Master Plan Revision</td>
<td>$1,300.00</td>
<td>4</td>
<td>$540.00</td>
<td>8</td>
<td>$760.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>1.14 Steering Committee 3 - Refined Preferred Master Plan &amp; Phasing Plan Review</td>
<td>$810.00</td>
<td>6</td>
<td>$810.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>1.15 Public Workshop 3 - Preferred Master Plan &amp; Phasing Plan</td>
<td>$1,080.00</td>
<td>8</td>
<td>$1,080.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>1.16 Final Master Plan Executive Summary, Graphic, Phasing Plan, Estimate of Probable Costs by Phase, Estimate of Annual Maintenance Cost by Phase</td>
<td>$1,080.00</td>
<td>8</td>
<td>$1,080.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>1.17 Project Management</td>
<td>$2,460.00</td>
<td>16</td>
<td>$2,160.00</td>
<td>$-</td>
<td>6</td>
<td>$300.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Master Plan Subtotal $49,948.00
Direct Expenses $52.00

Master Plan Total $50,000.00
EXHIBIT "B"
(COMPENSATION)

The maximum consideration for the initial term of this AGREEMENT or for any renewal term shall not exceed $50,000.

The Contract Number, set forth, shall be included on all invoices or correspondence in connection therewith.

Invoices shall include a monthly statement of work performed. This statement must give the actual quantity and cost of the completed work as listed in the scope of work or by executed change order.

The CONTRACTOR must submit invoices to the County no later than the 5th day of the month following the month in which the work was completed. The County will process and issue warrants for the completed work by the end of the month in which the statement was submitted. Invoices submitted later than the above date will be paid at the end of the next month or within 60 days.

The CONTRACTOR shall send invoices to:

Whatcom County Parks & Recreation
Attn: Rod Lamb
3373 Mt. Baker Hwy
Bellingham, WA 98226

CONTRACTOR may invoice the COUNTY progressively not more than once per month. Progressive billings will be for the amount of work completed.

CONTRACTOR may invoice the COUNTY upon completion of the project in its entirety for the full contract amount upon acceptance of the project by the Contract Administrator.
### TITLE OF DOCUMENT:
Local Agency Standard Consultant Agreement between Whatcom County and Reichhardt and Ebe Engineering, Inc.

### ATTACHMENTS:
1. Agenda Bill
2. Cover Memo
3. Contract Information Sheet
4. Project Narrative
5. Local Agency Standard Consultant Agreement
6. Insurance Certificate and Endorsements

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This Local Agency Standard Consultant Agreement between Whatcom County and Reichhardt and Ebe Engineering provides for the design and preparation of a construction bid package associated with the West Badger Road/Bertrand Creek Bridge No. 50 Replacement Project.

### COMMITTEE ACTION:

### COUNCIL ACTION:

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Memorandum

To: The Honorable Jack Louws, Whatcom County Executive and The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director
       James E. Lee, P.E., Engineering Manager

Date: May 16, 2016

Re: West Badger Road/Bertrand Creek Bridge No. 50 Replacement
    CRP No. 915024, Fed Aid No. BRS-2037(107)
    Local Agency Standard Consultant Agreement with Reichhardt and Ebe Engineering, Inc.

Enclosed for your review and signature are two (2) originals each of the above referenced contract between the Reichhardt and Ebe Engineering and Whatcom County for the West Badger Road/Bertrand Creek Bridge No. 50 Replacement Project (CRP No. 915024).

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to enter into a contract with the selected engineering consultant for the West Badger Road/Bertrand Creek Bridge No. 50 Replacement Project.

Background and Purpose
Whatcom County was awarded federal 2014 Bridge Replacement Advisory Committee (BRAC) funds to replace the Bertrand Creek Bridge No. 50 on West Badger Road. This bridge is a major collector and a vital haul route.

Reichhart and Ebe Engineering was determined by the selection committee as the most qualified after review of the four (4) firms that responded to the Request for Proposals (RFP No. 16-04) and subsequent interview.

Funding Amount and Source
The total project cost is estimated to be $1,807,509. Whatcom County has been awarded $1,430,008 in federal funds for this project, with the remainder, $377,501 coming from the local Road Fund. The not-to-exceed amount for this design contract is $252,077.50. This project is listed as Item No. 35 on the approved 2016 Annual Construction Program.

Please contact Christina Schoenfelder at extension 6274 with any questions regarding this contract.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>James E. Lee, Engineering Manager</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Reichhardt and Ebe Engineering, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ☒ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes ☐ No ☒</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does contract require Council Approval?</th>
<th>Yes ☒ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If No, include WCC:</td>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
<th>Yes ☒ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, grantor agency contract number(s):</td>
<td>CFDA#:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this contract grant funded?</th>
<th>Yes ☒ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, Whatcom County grant contract number(s):</td>
<td>201510004</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, RFP and Bid number(s):</td>
<td>16-04</td>
</tr>
<tr>
<td>Cost Center:</td>
<td>915024</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this agreement excluded from E-Verify?</th>
<th>No ☐ Yes ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
<td></td>
</tr>
</tbody>
</table>

If YES, indicate exclusion(s) below:

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

<table>
<thead>
<tr>
<th>Contract Amount:(sum of original contract amount and any prior amendments):</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 252,077.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>This Amendment Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amended Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

**Summary of Scope:** This Standard Local Agency Consultant Contract provides for the design and preparation of a construction bid package associated with the West Badger Road/Bertrand Creek Bridge No. 50 Replacements project.

**Term of Contract:** Not to Exceed **Expiration Date:** 12-31-2019

**Contract Routing:**

1. Prepared by: Christina Schoenfelder
2. Attorney signoff: Daniel L. Gibson
3. AS Finance reviewed: bbennett
4. IT reviewed (if IT related):
5. Contractor signed: 
6. Submitted to Exec.: 
7. Council approved (if necessary): 
8. Executive signed: 
9. Original to Council: 

<table>
<thead>
<tr>
<th>Date:</th>
<th>4/21/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>05/13/16</td>
</tr>
<tr>
<td>Date:</td>
<td>5/20/16</td>
</tr>
</tbody>
</table>

Last Edited 060414
W. Badger Road/Bertrand Creek Bridge No. 50
CRP # 915024

Construction Funding Year(s): 2017

Project Narrative:
This project is located west of Lynden in Section 12 & 14, T40N, R2E. This is to replace this structurally deficient bridge. This project is listed #B13 on the 2016-2021 Six Year Transportation Improvement Program.

Project Status: BRAC funding has been secured.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$1,801,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Sources:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$1,430,000 (BRAC)</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$371,000 (STIP 2016-2021)</td>
</tr>
</tbody>
</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Local Agency A&E Professional Services
Negotiated Hourly Rate Consultant Agreement

Agreement Number: [201605013]

Firm/Organization Legal Name (do not use dba's):
Reichhardt & Ebe Engineering, Inc.

Address
P.O. Box 978 - 423 Front St., Lynden, WA 98264

Federal Aid Number
BRS-2037(107)

UBI Number
601434842

Federal TIN or SSN Number
91-1582135

Execution Date

Completion Date
12/31/18

1099 Form Required
☐ Yes  ☑ No

Federal Participation
☐ Yes  ☑ No

Project Title
West Badger Road / Bertrand Creek Bridge No. 50 Replacement

Description of Work
Reichhardt & Ebe Engineering, Inc. (CONSULTANT) shall provide professional engineering services to the COUNTY for the design and related documents for replacement of the bridge including Plans, Specifications and Estimate for bidding purposes. In addition, the CONSULTANT shall support the COUNTY, as needed on the project for environmental documentation and permitting efforts.

☐ Yes  ☑ No DBE Participation

☑ Yes  ☑ No MBE Participation

☐ Yes  ☑ No WBE Participation

☐ Yes  ☑ No SBE Participation

Maximum Amount Payable: $252,077.50

Index of Exhibits

Exhibit A   Scope of Work
Exhibit B   DBE Participation
Exhibit C   Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D   Prime Consultant Cost Computations
Exhibit E   Sub-consultant Cost Computations
Exhibit F   Title VI Assurances
Exhibit G   Certification Documents
Exhibit H   Liability Insurance Increase
Exhibit I   Alleged Consultant Design Error Procedures
Exhibit J   Consultant Claim Procedures
THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the Whatcom County hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereinafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.
Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Usefulness Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Christina Schoenfelder, P.E.
Agency: Whatcom County
Address: 322 N. Commercial St., Suite 301
City: Bellingham State: WA Zip: 98225
Email: cschoenf@co.whatcom.wa.us
Phone: (360) 778-6274
Facsimile:

If to CONSULTANT:
Name: Nathan Zylstra, P.E.
Agency: Reichhardt & Ebe Engineering, Inc.
Address: P.O. Box 978 - 423 Front St.
City: Lynden State: WA Zip: 98264
Email: nathanz@recivil.com
Phone: (360) 354-3687
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:
V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:
B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT’s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit “D,” including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT’s employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all P&ES plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT’s “Audit Guide for Consultants,” Chapter 23 “Resolution Procedures,” the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and/or at the request of the AGENCY’s Project Manager.

Agreement Number:
VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.
VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 et. seq.)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 et. seq.)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

Agreement Number:
The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII “Extra Work.”

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer’s decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit “J”. In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number:
to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT’s negligence or the negligence of the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY’s, their agents’, officers’ and employees’ failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT’s relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT’s own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor’s failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Agreement Number:
Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

   Name: Christina Schoenfelder, P.E.
   Agency: Whatcom County
   Address: 322 N. Commercial St., Suite 301
   City: Bellingham    State: WA    Zip: 98264
   Email: cschoenf@co.whatcom.wa.us
   Phone: (360) 778-6274
   Facsimile:  

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

Agreement Number:
XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars ($100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number:
XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.
The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. “Proprietary and/or confidential information” is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as “Proprietary and/or confidential information” or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant’s proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY’s said disclosure of sub-consultants’ information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all “documents” pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all “documents” pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT’s place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. “Documents” shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, “documents” means every writing or record of every type and description, including electronically stored information (“ESI”), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT’s, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.
For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

[Signature]

5/16/16

[Date]

SEE ATTACHED WHATCOM CO SIGNATURE SHEET

[Signature]

[Date]

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.
WHATCOM COUNTY:
Recommended for Approval:

[Signature] 5/17/14
Jon Hutchings Date
Department Director

Approved as to form:

[Signature] 05/20/16
Daniel L. Gibson Date
Chief Civil Deputy Prosecutor

Approved:
Accepted for Whatcom County:

Jack Louws
Whatcom County Executive

STATE OF WASHINGTON } ss
COUNTY OF WHATCOM } ss

On this _____ day of __________, 20_____, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at __________________________
My commission expires __________________________
See Attached Exhibit A-1
EXHIBIT A-1
WEST BADGER ROAD / BERTRAND CREEK BRIDGE NO. 50 REPLACEMENT
SCOPE OF WORK
PLANS SPECIFICATIONS AND ESTIMATE

I. PROJECT UNDERSTANDING

General
Whatcom County (COUNTY) has obtained $1,430,008 in BRAC funding for the purpose of replacing the West Badger Road / Bertrand Creek Bridge No. 50. The existing Bridge No. 50 is a 2-lane, 69-foot long, 3 span reinforced concrete channel beam bridge with concrete abutments, 28 timber piles and 4 timber pile caps. The existing structure has advanced rot in several of the caps. The existing multi-bent channel beam configuration does not meet today’s design standards. The Pier #3 cap has been crushed and an emergency temporary repair was completed in 2014. This route is a major collector and is a vital haul route.

The new bridge is anticipated to be approximately 90 to 120 feet in span length, 40 feet in width and will be constructed along the same basic lines and grades as the existing bridge.

Reichhardt & Ebe Engineering Inc., (CONSULTANT) shall provide professional services to the COUNTY for the design and related documents for replacement of the bridge including Plans, Specifications and Estimate for bidding purposes. In addition, the CONSULTANT shall support the COUNTY, as needed on the project for environmental documentation and permitting efforts.

Project Schedule
The anticipated schedule is as follows:
- Notice to Proceed, May 2016
- 60% PS&E Documents, February 2017
- Final PS&E Documents, December 2017
- Advertise for Construction, February 2018
- Commence Construction May 2018

II. WORK TASKS

1.0 PROJECT MANAGEMENT AND ADMINISTRATION

Coordination with Whatcom County
The CONSULTANT shall coordinate with the County to discuss project issues, schedule, progress, review comment resolution and general coordination of effort, as needed.

Subconsultant Coordination
The CONSULTANT shall create new sub-consultant contracts for KPFF, NHC, and GeoEngineers. The CONSULTANT will be the main point of contact for the multidiscipline team.
Meetings
The CONSULTANT shall facilitate and conduct the meetings in coordination with the COUNTY as described below. Assumptions as to the number of meeting conducted are indicated.

- Kick-Off Meeting (1)
- Preliminary Design / Alternatives Workshop (1)
- Post Workshop Agency Meeting (1)
- COUNTY Coordination Meetings (2)
- COUNTY Submittal Review Meetings (2, 60%, 90%)

Design Schedule
The CONSULTANT shall prepare an estimated design schedule in Microsoft Project. The schedule will be prepared and submitted at the outset of the design phase and will be updated periodically as the project design progresses.

Construction Schedule
The CONSULTANT shall prepare an estimated construction schedule in Microsoft Project. The schedule will be prepared and submitted with the 90% submittal and will be updated and resubmitted with the 100% submittal.

Progress Reports & Invoicing
The CONSULTANT shall prepare monthly progress reports that describe the tasks or percentage of tasks that were accomplished during a given month, as well as a forecast of work to be completed over the following month. The monthly progress reports will also identify any other issues or problems that may occur in any given month, as well as proposed dates and times for upcoming coordination meetings. The CONSULTANT shall submit these monthly progress reports to the COUNTY with the monthly invoices. As a part of the Progress Reports and Invoicing, the following task items will be performed.

- Monitor Scope
- Monitor Budget
- Monitor Schedule / Prepare Schedule Updates
- Prepare Monthly Status Reports and Invoices
- Prepare Supporting Documentation for Invoices

Quality Control / Quality Assurance
The CONSULTANT shall implement a quality control/quality assurance program consisting of regular coordination meetings with CONSULTANT and Subconsultant staff, in-house review of design elements and contract documents as well as COUNTY review of design elements and contract documents.

Deliverables
- Meeting notes and Minutes
- Design Schedule (*.pdf or *.mpp)
- Construction Schedule (*.pdf or *.mpp)
- Monthly Progress Reports
- Monthly Invoices
- Notes to Design File
2.0 DESIGN SURVEY AND BASE MAP

Design survey, base map and all related topographic survey and research is to be provided by the COUNTY in accordance with the attached survey exhibit map. Such tasks shall at a minimum include the following:

Topographic Survey:
- Topo of existing topography, 1 ft. contours.
- Any and all surface features, anything visible from the surface.
- Vegetation including brush lines, and all trees 8 in. diameter and greater.
- Surface monuments within survey limits (if present).
- Roadway channelization markings.
- All underground utilities:
  - Communications, anticipated on the south side.
  - Power, anticipated on the north side.
  - Water, anticipated on the north side.
  - Drainage, anticipated on the north side.
- All overhead utilities including mainlines and services (not just poles, where the lines are located too):
  - Communications, anticipated on the south side.
  - Power anticipated on the north side.
- Complete survey of the existing bridge including above and below structure limits, curb locations, guardrails, pile locations, bridge supported utilities, etc.
- Boring locations (May be located by the COUNTY or the CONSULTANT by rag tape and offset or triangulation due to schedule of work).
- Bertrand Creek Channel Cross-Sections
  - Up to 12 channel cross-sections for the creek reach as outlined.
  - At each cross-section collect 10 to 15 points at breaks along the wetted channel.
  - Collect 3 to 5 points up each bank.
  - One OHW point at each cross section.

Deliverables
- A complete AutoCAD Civil 3D base map including all the line work, an existing grade surface, all topo points and all ROW, boundary lines and easements within the project vicinity.
- A point descriptor list showing the point descriptor and a brief explanation of the meaning (i.e. EOP = Edge of Pavement, etc.)

3.0 RIGHT-OF-WAY / PROPERTY OR EASEMENT ACQUISITION

The COUNTY will be the lead for obtaining all property rights in connection with the project including to but not limited to estimations of value, acquisition, negotiation, recording and certification. The CONSULTANT shall provide supporting documentation for the acquisition as described in this section. It is anticipated that one temporary easement may be required to facilitate the project. No impacts to structures or relocation is anticipated.
Identify ROW Needs
Based on survey information, horizontal and vertical design, roadway and bridge geometry, scour protection measures, utilities and storm drainage improvements, the CONSULTANT shall identify the additional ROW and/or easements needed in order to facilitate construction and ongoing maintenance and operations of the project.

Prepare ROW Plan
The CONSULTANT shall prepare a ROW Plan for COUNTY approval, showing all ROW or easements to be acquired. The ROW plan will be prepared in accordance with WSDOT Northwest Region Local Agency Coordinator requirements.

Prepare Preliminary ROW Exhibit
The CONSULTANT shall prepare a ROW exhibit to be used by the COUNTY in communications and negotiations with private property owners. The ROW exhibit shall include the following information:
- Existing and proposed ROW or easement
- Area of additional ROW or easement to be acquired
- Property owner information

Identify Impacted Improvements
The CONSULTANT shall identify existing improvements which will be impacted by the project both on public and private property.

Meetings with Property Owners
The CONSULTANT shall meet with the property owner(s) of the affected parcel in coordination with the COUNTY to discuss matters pertaining to the design, construction or acquisition of ROW or easements needed for this project. It is assumed that one meeting will take place.

4.0 ENVIRONMENTAL PROCESS AND PERMITTING

The COUNTY will be the lead for obtaining all project permits and approvals. The design team will support the COUNTY by providing text, exhibits and quantities necessary for the environmental documentation.

Deliverables:
- Project Description, including anticipated equipment (.docx) – R&E
- Estimated Construction Duration and Schedule, highlighting in-water work; including Construction Equipment, Sequence, Access, Staging (PDF or .mpp) – R&E lead, KPFF/NHC to support/review
- Hydraulic Technical Memorandum (.pdf) – NHC
- In-water work plan: diversion/bypass system (owner designed), installation/removal approach, #days in place –NHC to provide for diversion/ bypass and bank protection (as req’d). KPFF to provide for structure removal.
- Geotechnical Report, including section on GeoHazards (.pdf) – GeoEngineers
- Cut and Fill Volumes, anticipated depth of excavation, horizontal limits of project impact including staging areas and detours (.pdf) – R&E (NHC for volume below OHWM)
- Total project footprint (SF), including easement, project alignment, staging areas, access points, mitigation site, etc. – R&E lead
• Total disturbed area (acres) – R&E
• Fill material and source; quantities of each type of material (CY) – R&E to Lead, KPFF/NHC to provide applicable numbers to R&E.
• Stormwater Memo (.pdf) – R&E
• Figures for In-water work in JARPA format (.pdf) – NHC
• Area (SF) of riparian clearing and type of vegetation - R&E to provide SF and location of clearing. County to provide type of vegetation to be cleared.
• Traffic plan – lane closures, detours, etc. (does not have to be final plan, just impact area) - R&E
• Site stabilization/revegetation plan - R&E to provide hatched area on a plan sheet showing areas to be cleared (assuming this is the same location for revegetation); NHC to provide in-water bank stabilization (assume rip-rap, quarry slaps or streambed sediment); If revegetation is required (beyond hydoseed), County to provide species, spacing and applicable special provisions and costs.
• It is assumed that the 60% submittal plans will be used as attachments to the permits. No additional permit submittals have been assumed.

5.0 GEOTECHNICAL

The purpose of the geotechnical engineering services is to evaluate the subsurface soil and groundwater conditions underlying the bridge location as a basis for providing geotechnical design information. Geotechnical scope will be completed by GeoEngineers, Inc. as subconsultant to Reichhardt & Ebe Engineering. Their scope is described below.

• Complete a preliminary site visit to locate borings and call in utility locate in advance of drilling explorations.
• Obtain a right-of-way permit from Whatcom County to drill the explorations in the travel lane.
• Subcontract traffic control for the explorations. It is assumed that one lane of traffic will be closed while the explorations are completed and two flaggers will be required.
• Drill one boring at each bridge abutment. The borings will be advance to a depth of up to 100 feet each. The explorations are expected to penetrate upper sandy glacial outwash soils and into the underlying glaciomarine drift clay and identify the contact between the sand and clay units. The explorations are expected to require up to two days to complete. The borings will be patched with concrete plugs.
• Drill cuttings will be disposed of offsite.
• Evaluate pertinent physical and engineering characteristics of the site soils from laboratory tests performed on samples obtained from the soil boring explorations. A limited number of moisture content, grain size analysis, and Atterberg limits will be completed to characterize the soils encountered.
• Provide a discussion of site geologic hazards and mitigation measures as appropriate to meet Whatcom County Critical Areas Ordinance (CAO).
• Provide seismic design considerations including the site acceleration, AASHTO soil type, and a discussion on the risks associated with liquefaction and mitigation strategies if appropriate.
• Provide pile foundation recommendations based on LRFD methodology, including type, recommended length, vertical capacities, and L-Pile input parameters to determine lateral capacities.
• Provide recommendations for earthwork including overexcavation and placement of structural fill for abutment walls, use of on-site soils for structural fill, imported soils, and compaction criteria.
• Provide lateral soil pressures and lateral resistance parameters for subsurface elements.
• Provide a general discussion of anticipated temporary shoring and dewatering requirements.
• Provide a discussion of stormwater management including estimated design infiltration rates based on grain size analysis. A pilot infiltration test (PIT) is not included in our scope at this time.
• Provide recommendations for a design pavement section based on AASHTO methodology and observed soil conditions. We assume that traffic count data or projections will be provided by the COUNTY.
• Provide a draft and final geotechnical engineering report with our conclusions and recommendations. Exploration logs, a site plan, and any supporting test data will be included.

Assumptions
• It is assumed that no restriction will be applied on the working hours.
• An encroachment permit will be prepared for Whatcom County approval of the explorations within right-of-way; however, it is anticipated that the permit fees will be waved.
• Traffic count data and/or projections will be provided by the COUNTY for use in pavement design.
• Construction support is not included in our scope or fee estimate.

Deliverables
• Draft and Final Geotechnical Engineering Reports

6.0 HYDRAULIC AND SCOUR ANALYSIS

Northwest Hydraulic Consultants Inc. (NHC) will provide hydrologic, hydraulic and geomorphic analyses as a subconsultant to support Reichhardt & Ebe Engineering in the design of the replacement bridge. The following scope of work describes NHC’s tasks to evaluate and design scour and/or bank erosion countermeasures for the replacement bridge.

Kickoff Meeting, Site Inspection and Data Collection
NHC will gather and review available hydrologic and hydraulic information that is relevant to the bridge replacement project. NHC anticipates reviewing streamflow records, bridge plans, bridge inspection and maintenance reports, soil information, previous hydraulic and hydrologic analyses, floodplain mapping, topography and aerial photography.

A NHC Hydraulic Engineer will make a single trip to Whatcom County to participate in the kickoff meeting and visit the site. Up to 8 hours has been allotted for the Hydraulic Engineer to perform this trip.

Hydrologic and Hydraulic Analysis
NHC will perform a flood frequency analysis using available stream gage record and perform a basin transfer to develop peak instantaneous discharge estimates for the 2-, 10-, 25-, 50-, 100-, 200- and 500-year recurrence intervals at the bridge. NHC will review available gage records such as Bertrand Creek (WA-DOE), Fishtrap Creek at Front Street (USGS) and other nearby gages prior to selecting the most
appropriate gage record for analysis. NHC will incorporate the most recent annual peaks through water year 2016 depending on data availability.

NHC will develop a simple steady-state HEC-RAS hydraulic model of Bertrand Creek at the Badger Road Bridge #50 crossing using the digital elevation model (DEM) provided by the COUNTY. This scope assumes the COUNTY will combine the channel and topographic survey data and available LiDAR into a single DEM of the entire floodplain for use in model development. NHC will develop geometry for the existing bridge crossing, up to 3 alternate replacement bridge geometries, and the final selected proposed design geometry (corresponding to the 30 or 60% design plans). This scope assumes bridge replacement alternatives will be simple variations of the proposed bridge opening length and/or upstream bank protection and not require complex surface development.

NHC will run the Bertrand Creek HEC-RAS hydraulic model to estimate the water surface elevations for the 2 through 500-year events at Badger Road. NHC will review simulated depths and velocities for use in designing scour and/or bank erosion countermeasures. Given that Bertrand Creek is shown as an approximate A Zone on the effective FEMA maps, NHC will not develop a floodway and will assume the project may be allowed to cause up to one foot of rise during the 100-year flood. NHC will provide the existing conditions and proposed conditions 100-year water surface elevations for comparing the effect of the project.

Assumptions
- The drainage ditch and culvert on the north east side of the crossing will be evaluated by R&E as part of the drainage analysis. NHC may provide hydraulic engineering assistance for relocating the culvert or drainage outfall to Bertrand Creek.

Geomorphic Evaluation of Scour and Bank Erosion
NHC will evaluate the basic geomorphic conditions at the crossing in regards to scour depth and bank stability at the proposed Badger Road crossing. NHC will briefly investigate conditions of the site during the kickoff meeting then analyze the collected information, hydraulic modeling results, topographic data, and aerial photographs. NHC will calculate depths of scour for the proposed bridge using FHWA HEC-18 guidance and other sources as relevant to the site conditions encountered during the field visit. NHC will identify potential bank erosion locations and approximate the extent of erosion in areas that could threaten the long-term stability of the crossing.

Assumptions
- R&E will provide basic/preliminary geotechnical and structural information prior to hydraulic and scour related tasks

Preliminary Hydraulic Results
NHC will briefly summarize the preliminary results of the hydrologic, hydraulic and geomorphic analyses in a technical letter (up to 2 pages). The purpose of the technical letter will be to provide the preliminary hydraulic results to the project design team prior to the bridge design and alternatives workshop. This scope assumes no revisions will be made to the preliminary technical letter.

Deliverables
- Technical letter (up to 2 pages) regarding preliminary hydraulic results.
Preliminary Design / Alternatives Workshop
A NHC Hydraulic Engineer will attend and participate in the Preliminary Design / Alternatives Workshop to discuss potential project components. If requested by R&E, NHC will provide concept level (hand-sketch) figures and budget level cost estimates to describe up to 3 alternatives. Depending on the outcomes of the workshop and at the request of R&E, NHC will provide up to one page of brief discussion regarding hydraulic and/or geomorphic analysis of the selected design via email to be incorporated into a TS&L Summary Memo.

Deliverables
- Workshop 10% plans/sketches (11x17pdf).
- Budget level cost estimates.

Hydraulic Technical Documentation
NHC will prepare a hydraulic technical memorandum (up to 5 pages) to briefly summarize the hydrologic, hydraulic and geomorphic analyses; recommend scour and/or erosion countermeasures as necessary; document the 100-year water surface elevations; and provide the scour code for the proposed replacement bridge.

If requested, NHC will revise the hydraulic technical memorandum once prior to project completion. Comments from the COUNTY and R&E shall be provided to NHC by R&E in a succinct format. This scope assumes revisions will be minor and not exceed 4 hours of the Hydraulic Engineer’s time.

Deliverables
- Draft hydraulic engineering technical memorandum.
- Revised final hydraulic engineering technical memorandum.

Initial Design (30% and 60%)
NHC will develop the design of bank erosion protection and/or scour countermeasures as necessary for the proposed bridge replacement project. For the purposes of this scope, the hydraulic design components have been assumed to be rock revetment and/or large woody debris (LWD) primarily placed to protect the upstream approach fills and upstream left bank (for up to 100 ft from Badger Road centerline). NHC anticipates developing up to 4 sheets for the 60% design to show:
  - Rock Revetment plan view
  - Rock Revetment section view and/or details
  - Bank protection and/or LWD plan view
  - Bank protection and/or LWD details

NHC will provide the plans digitally in PDF format at the 30% and 60% level to R&E via email. This scope assumes that R&E will provide to NHC all basemap and formatted AutoCAD files for use in the project, such as titleblocks, titles, plot styles (ctb), and design base linework (proposed bridge and road locations for use as overlay).

This scope assumes that NHC will begin developing special provisions at the 60% level. Comments to be incorporated into the 60% design will be compiled into a single set and provided to NHC by R&E in a timely manner. If requested by R&E/County, NHC will provide the 60% hydraulic engineering plans in JARPA format to support the County’s permitting efforts. This scope assumes NHC will not attend any meetings with stakeholders or provide additional permit support.
Deliverables

- 30% check prints: NHC will prepare up to 2 sheets (11x17 PDF) to demonstrate plan and typical section information of the design.
- 60% PSE:
  - Plans: NHC will prepare up to 4 sheets (11x17 PDF) to demonstrate the location and details of the design
  - Specifications: NHC will provide an outline or table of contents (MS Word .docx) of the anticipated special provisions referencing the WSDOT Standard Specifications.
  - Estimates: NHC will develop basic quantity and cost estimates (MS Excel .xlsx).

Final Design (90% and 100%)

NHC will develop 90% and 100% plans, special provisions and cost estimates by revising the 60% design submittal to add detail and respond to comments from the project team. Comments on the 60% and 90% designs will be compiled into a single set (1 set for 60% and 1 set for 90%) and provided to NHC by R&E in a timely manner for NHC to revise the design. This scope assumes that NHC will not attend design review meetings, and instead R&E will coordinate comments and any necessary discussion related to the hydraulic design.

In addition to the 60% plans and depending on the design, NHC may develop for the 90% submittal a simple isolation or dewatering plan for the hydraulic design features. This scope assumes that the isolation or dewatering plan will be shown on a single plan sheet, be a contractor designed gravity system not requiring cofferdams and comply with the project HPA.

This scope assumes that NHC’s design will be substantially complete at the 90% submittal, and only minor revisions will be made from 90 to 100%. The minor revisions are anticipated to be note changes, special provision word processing, and/or minor linework revisions. The final design package will be stamped and sealed by a Washington State registered professional engineer and be submitted digitally to R&E. This scope assumes R&E will be responsible for compiling NHC’s hydraulic design plans, special provisions, and estimates into the project design package.

Deliverables

- 90% PSE:
  - Plans: NHC will prepare up to 5 sheets (11x17 PDF) to demonstrate the location and details of the design
  - Specifications: NHC will provide special provision text (MS Word .docx) referencing the WSDOT Standard Specifications.
  - Estimates: NHC will develop basic quantity and cost estimates (MS Excel .xlsx).
- 100% Final PSE:
  - Plans: NHC will prepare up to 5 sheets (11x17 hard copy – 2 sets, 22x34 hard copy – sets, CD with CAD drawing file)
  - Specifications: NHC will provide special provision text (MS Word .docx) referencing the WSDOT Standard Specifications.
  - Estimates: NHC will provide engineer’s quantity and cost estimates (MS Excel .xlsx).
  - Hydraulic Final model on CD
7.0 BRIDGE DESIGN

All bridge and foundation design shall be per current WSDOT and AASHTO LRFD standards. WSDOT design standards shall control over AASHTO.

The bridge design will take place in two phases. The first phase will be a preliminary design. The goal of the preliminary design is to research the possible structure alternatives and then narrow these alternatives down to a single preferred alternative. The second phase will take the preferred alternative from the preliminary design stage through the design and development of complete PS&E.

Assumptions
All work will comply with Whatcom County, WSDOT and AASHTO guidelines. Structural design and PS&E document preparation will be in accordance with the WSDOT Bridge Design Manual 2015, the AASHTO LRFD Bridge Design Specifications, 7th Edition and the Washington State Standard Specifications, Amendments and General Special Provisions 2016.

Structures Project Administration

Preparation of Contract Documents, Invoices and Progress Reports
A monthly invoice and progress report will be prepared and submitted to R&E. The progress report will describe the work represented by the invoice being submitted and include percentage of completion and billings to date.

Meetings
KPFF will participate in up to 7 meetings to discuss project-related issues/topics. It is assumed that KPFF will attend 4 of the meetings in person either at the Whatcom County offices (Bellingham) or the R&E offices and/or the bridge site (Lynden). KPFF will participate in the other 3 meetings via conference call or video conferencing.

- Kick-Off Meeting (1)
- Preliminary Design / Alternatives Workshop (1)
- Post Workshop Agency Meeting (1)
- COUNTY Coordination Meetings (2)
- COUNTY Submittal Review Meetings (2, 1 each at 60% and 90%)

Environmental Documentation / Permitting Support
KPFF will support the COUNTY and R&E by providing text, exhibits and quantities necessary for the environmental documentation.

Deliverables:
- Estimated Construction Duration and Schedule, including construction equipment and sequence (.pdf or .mpp) – R&E lead, KPFF to support/review with structural components
- In-water work plan: Structure removal.
- Fill material and quantities: Structures

Structural QA/QC
KPFF will provide structural QA/QC for the project design and for the documents submitted to R&E and/or the County.

**Deliverables**
- Monthly Invoices, including a progress report (during 23-month project duration, assume 12 invoices).
- Estimated Construction Schedule and updates.
- Text as necessary to provide structural support for the preparation of environmental documents.

**Existing Site Conditions**

**Site Visits**
This scope assumes a total of one site visit to verify site conditions. The site visit will be completed on the same day as one of the project meetings.

**Review of Existing Bridge Documentations**
KPFF Engineers will review the following information:
- As-built plans
- Inspection reports
- Previous Load Rating Analysis if available

**Preliminary Design / Alternatives Workshop**
Prior to the Alternatives Workshop, KPFF will study the potential substructure and superstructure types, the span, and the location (TS&L) of the new bridge for replacing the existing three-span timber supported structure over Bertrand Creek.

KPFF bridge engineers will attend and participate in an alternatives workshop with the design team and County staff to compare alternatives and arrive at a preferred bridge replacement option. Items to assist in the selection include 10% level design/sketches, estimated construction and lifecycle cost, environmental impact and constructability.

**Deliverables**
- TS&L Memo outlining the Pros and Cons of two to three alternatives and the process used to choose the preferred alternative. (PDF).

**Assumptions**
- The bridge superstructure will consist of precast concrete girders with an added cast-in-place concrete deck/overlay or asphalt overlay.
- The road will be fully closed during construction. Phased construction will not be utilized.
- The TS&L Memo will include:
  - Preliminary Bridge Sheets / Workshop Submittal at an approximately 10% level of design (Bridge plan, elevation and section identifying structural members and locations in relation to OHWM, Roadway R/W, etc.)
  - Draft Design Criteria
Bridge Design and Documentation

KPFF will provide structural engineering and preparation of the Plans, Specifications and Engineer’s Estimate (PS&E). The design shall include the bridge superstructure and abutments on both sides of the Bertrand Creek.

For the purposes of this scope/fee, it is anticipated that the preferred alternative will consist of a single-span precast prestressed concrete girder bridge with a cast-in-place concrete deck supported on concrete pile caps and steel piles. It is assumed that there will be no sidewalks or pedestrian railings on the structure.

KPFF will prepare the structural contract/bid documents for this project, based on the results of the design. Plans, specifications, an engineer’s cost estimate and will be prepared.

Anticipated Structural Plan Sheets (Sheet Count: 27+)

- Structural Abbreviations & General Notes
- Plan & Elevation
- Typical Section
- Proposed Demolition Plan / Construction Sequence (up to 2 sheets)
- Foundation Layout
- Pile Details
- Abutment Plan, Elevation and Details (up to 3 sheets)
- Wing/Curtain Wall Sections and Details
- Scour/Bank Erosion Protection Wall Plan & Details (2 Sheets, if necessary)
- Bearing Details
- Framing Plan
- Girder Details (up to 3 Sheets)
- Intermediate/End Diaphragms (2 Sheets)
- Deck Reinforcing Plan and Section (up to 2 sheets)
- Traffic Barrier Details (2 Sheets)
- Approach Slab Plan and Details (2 sheets, if necessary)
- Bridge-Supported Utility Supports
- Bar list

Specifications/Contract Bid Package

Project specifications will be prepared to supplement the 2016 or 2018 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. KPFF will provide all specifications required for the structural elements of the project.

KPFF will provide the following:

- General Special Provisions (GSP), APWA Special Provisions, Bridge Special Provisions (BSP) and Project-Specific Special Provisions for Divisions 2 & 6, as they relate to structural components.
- All technical special provisions required for any non-standard bid items
- Bid List for structural elements
**Engineer's Estimate of Construction Costs**

KPFF will compile quantities and unit costs for bid items that correspond to the bridge specifications and plan set. These quantities and costs will be updated for each PS&E submittal, as noted below. They will include backup documentation for each item quantity and the associated cost. Unit costs will be based upon historic unit prices, items as defined within WSDOT bid histories and based on conversations with local Contractors, if necessary.

**Deliverables**

- **Preliminary Check Prints (approx. 30% level of design):**
  - Preliminary Level Plan Set, 3 sheets anticipated (11x17 PDF)

- **60 Percent PS&E Submittal:**
  - Final Design Criteria Memo
  - 60% level plan set (11x17 PDF)
  - Specification Outline (PDF)
  - Estimated Quantities and Associated Costs (PDF)

- **90 Percent PS&E Submittal (For WSDOT H&LP Contract Review):**
  - 90% level plan set (11x17 PDF)
  - Draft Specifications (PDF)
  - Updated Estimated Quantities and Associated Costs (PDF)
  - Draft Estimated Construction Schedule (PDF)
  - Response to County 60% comments (PDF and/or Excel)

- **100 Percent/Ad Ready PS&E Submittal:**
  - 100%/Final plan set (2 sets – 11x17; 2 sets – 22x34; 1 CD with CAD)
  - Final Specifications (Word and PDF)
  - Finalized Estimated Quantities and Associated Costs (Excel and PDF)
  - Final Estimated Construction Schedule (PDF)
  - Response to County 90% PS&E Comments (PDF and/or Excel)
  - Stamped Structural Design Calculations.

**Assumptions**

- **Others (R&E or the COUNTY) will combine and compile the deliverables for the entire multi-discipline team.**

- **Temporary Utility Supports are anticipated to maintain the existing water main during construction. It is anticipated that this support system will be Contractor-Designed. KPFF will support R&E by creating concept level sketches and cost estimates for the temporary support. All plans and/or specifications required for the temporary support will be prepared by others.**

**Load Rating**

A post-construction load rating analysis will be completed in accordance with Chapter 13 of the WSDOT BDM and Chapter 6 of the AASHTO Manual for Bridge Evaluation (MBE).
Assumptions
The following tasks are assumed to be completed by others:

- Flag and survey OHWM limits.
- Coordinate construction access with property owners.
- Obtain permission to access private property adjacent to West Badger Road, as necessary for survey, geotechnical, cultural resources, wetland delineation verification and other design field work.
- Obtain necessary permits required for the project, including environmental and construction permits, except as specifically outlined in this scope of work.
- Purchase any additional right-of-way needed to complete the project.
- Coordinate the design of improvements with WSDOT, utility owners, property owners, and other stakeholders, except as specifically outlined in this scope of work.
- Coordinate all comments and input from other departments within the County and with permitting agencies.
- Advertise the project for selection of a contractor.
- No hazardous, dangerous, or contaminated soil/groundwater will be encountered on or within the project limits. Should any of these materials be encountered, addressing the situation will be extra work. Disposal of the existing creosote timbers is excluded from this statement.
- This design scope/fee does not include construction management or technical construction support services. At the County’s and R&E’s discretion, this contract may be amended to include construction support services.
- No work shall be performed until notice-to-proceed is issued by R&E.

8.0 CIVIL DESIGN

Public Meetings
The CONSULTANT shall attend one public meeting at the request of the COUNTY. The COUNTY will be responsible for notifying property owners, planning, holding and conducting the meeting. The CONSULTANT shall be available for technical questions relating to the design, property impacts and ROW. The CONSULTANT shall provide project exhibits for viewing by the public.

Preliminary Design / Alternatives Workshop

Alternatives Workshop
The CONSULTANT shall attend and participate in the alternatives workshop and coordinate among the disciplines to provide preliminary (10%) level design sketches, budget level cost estimates and discussion level pro’s and con’s for each alternative. The workshop is anticipated to be held after the completion of the survey, preliminary geotechnical explorations and report, and preliminary hydraulics memo.

Design Documentation
The CONSULTANT will prepare the design documentation for civil items and collect and compile design documentation from all disciplines within this scope of work in accordance with the WSDOT LAG Manual Chapter 42, October 2015.

The Design documentation will be provided in memorandum format to the COUNTY with the TS&L Summary Memo and at the 30% and 60% levels.
TS&L Summary Memo
Following the alternatives workshop and follow up agency meeting, a TS&L summary memo shall be prepared. The memo shall summarize the alternatives explored and identify the criteria and supporting justification for the chosen alternative.

Channelization and Signing Plan
The CONSULTANT will prepare channelization plans to be reviewed and approved by the COUNTY. The channelization plan will match the current roadway channelization through the area of improvements and will not include the addition of lanes of any type or significant changes in horizontal alignment. The channelization plan will include the intersection of W. Badger Rd. and Berthusen Rd. if the intersection is affected by the proposed improvements. Channelization of the intersection may be adjusted slightly to match current design standards and practices.

The signing plan will be incorporated into the channelization plan. Sign locations will be shown in the plan along with a table identifying all new and relocated signs.

This item assumes that no design deviations will be necessary. The final channelization plans will only be prepared for one alternative. Work will be performed in accordance with the following tasks.

- Preliminary Channelization Plan Alternatives
- Prepare Channelization and Signing Plan

Roadway Geometry

Design Deviations
It is assumed that no design deviations for civil design elements will be necessary.

Geometry
The CONSULTANT will design the roadway geometry in accordance with the standards as noted in this scope of work. This work will be to accommodate the horizontal and vertical location of the proposed bridge structure. It is anticipated that the same roadway section will be utilized with only minor changes in horizontal alignment. The vertical alignment may change to accommodate the required vertical clearance to the lowest cord of the proposed bridge structure. Work shall be performed in accordance with the following tasks.

- Horizontal Alignment
- Vertical Profile
- Cross Sections

Private Property Matches
The CONSULTANT will determine matches of the proposed improvement to private property and define appropriate property restoration. The private property accesses will be designed in accordance with current County standards. Up to four (4) private property accesses may be impacted within the project limits. One is located westerly of the proposed bridge and three easterly. Work will be performed in accordance with the following tasks.
• Property Access
• Define Property Matches
• Define Property Restoration

Traffic Elements

Guardrail
The CONSULTANT will evaluate the need and design guardrail for the approaches to the bridge. Guardrail is assumed to be necessary on all four quadrants. Guardrail will be designed in accordance with the County and WSDOT standards as applicable.

Traffic Control / Detour Plan
Traffic control plans will be developed for the closure of W. Badger Rd. at the Bertrand Creek bridge to allow for the bridge replacement. Traffic will be detoured using Berthusen Rd., Loomis Trail Rd. and Weidkamp Rd. around the construction area. The traffic control plans will be developed to reflect this detour route.

Franchise Utilities
Franchise utilities are considered to be Puget Sound Energy, Frontier Communications, Comcast, Cascade Natural Gas and Delta Water Association. R&E will verify with the respective utility if they are present at the project site and obtain as-built or system maps from each utility if present.

R&E will prepare the preliminary design to avoid known utility conflicts if practical. R&E will identify utilities that will be affected by the improvements. It is anticipated that overhead utilities may need to be temporarily or permanently relocated in order to accommodate the proposed bridge construction. Permanent relocation may be due to physical impact to the utilities existing infrastructure. Temporary impacts may be due to clearances needed for bridge construction such as crane clearance.

R&E will provide exhibits showing the proposed design and surveyed features, which can be used by franchise utilities impacted by the project or for the utility to plan proposed improvements and/or relocations within the project corridor. All coordination with the franchise utility for temporary or permanent relocation will be performed by the COUNTY.

It is assumed that a temporary water main will be necessary to provide continuous water service for Delta Water Association customers during the course of construction. The CONSULTANT shall develop plans for a temporary water main of 4 inches in diameter or less and likely of HDPE or similar continuous piping material. It is anticipated that the temporary water main can either be installed by laying it on the ground surface including the creek bed or by simply spanning the creek by means of temporary cable or beam supports.

Drainage Design
It is assumed that due to a vertical change of the bridge deck surface, re-grading and reconstruction of the bridge approaches will be necessary. Based on existing surveyed conditions as well as the proposed design, R&E will determine the area in square feet of existing impervious surface as well as the area in square feet of new and replaced hard or impervious surface.
Based on the above information, R&E will document the storm drainage requirements in accordance with the Stormwater Management Manual for Western Washington, 2012 edition or the WSDOT Highway Runoff Manual. Included will be a review of the exception to categorical exemptions found on page 2-3 of Volume I of the 2012 Stormwater Management Manual for Western Washington. It is assumed that the existing roadway surface consists of hot mix asphalt with a BST (chip seal) wearing course. Existing hard surface (pavement) conditions will be verified by the geotechnical engineer. The results of our findings will be presented in a memorandum.

It is assumed that thresholds requiring the treatment and flow control of stormwater will not be triggered by the project improvements. As such no stormwater evaluation, modeling, water quality design, flow control design, or stormwater report is included in the scope of work. Any stormwater work beyond that described in this scope of work will require a supplement.

**Stormwater Conveyance**

The CONSULTANT shall conduct a site visit to become familiar with the project site and coordinate with the COUNTY to gather additional existing drainage data. The CONSULTANT shall evaluate the existing drainage system to determine the existing drainage course and available capacity of the existing system. The evaluation will be made based on existing as-builts, drainage reports, topographic survey, and the COUNTY’S comprehensive drainage plan.

The CONSULTANT shall review with the COUNTY the design criteria, and probable alternatives for storm drainage collection and conveyance. It is anticipated that an existing culvert on the north side of the existing bridge will be impacted by the project and will require replacement and/or relocation. Options to be explored will include elimination of the culvert, replacement of the culvert outside of the proposed structure limits or incorporation of the culvert into the structure such as by means of a penetration in the proposed abutment. Further localized stormwater collection and conveyance is anticipated and will consist of a simple system of catch basins and drainage pipe of 12 inches in diameter or less.

No new stormwater outfalls to Bertrand Creek are anticipated, however the location of the existing outfall may be modified.

**Plans**

The CONSULTANT shall prepare civil plan sheets as noted below to be incorporated into the overall plan set and will coordinate and assemble plan sheets for each discipline for the project submittals.

**30% Check Print Plans**

The CONSULTANT will prepare the plans in accordance with County and WSDOT standards as listed in this scope of work. The plans will be prepared in *.pdf or equivalent format. 30% check print plans will be prepared after the completion of the alternatives workshop and subsequent agency meeting. Plans will include, at the very least, the following:

- Roadway Plan and Profile
- Typical Roadway Sections
- Other plan sheets as noted by the respective discipline.

**60% Plans**

After the COUNTY reviews the preliminary plans, the CONSULTANT shall prepare the 60% plans which will include, at the very least, the following:
• Modifications and/or revisions from the preliminary plans
• Standard Legend and Symbols
• Channelization Layout
• Roadway Plan and Profile
• Typical Roadway Sections
• Storm Drain Plan and Profile
• Other plan sheets as noted by the respective disciplines.

90% Plans
After the COUNTY reviews the 60% plans, the CONSULTANT will prepare the 90% plans, which will include the following:

• Modifications and/or revisions from the 60% review
• Standard Legend and Symbols
• Channelization Layout
• Roadway Plan and Profile
• Typical Roadway Sections
• Storm Drain Plan and Profile
• Construction Details
• Temporary Erosion Control Plans
• Traffic Control / Detour Plans
• Other plan sheets as noted by the respective disciplines.

Final Plans (100%)
After the COUNTY reviews the 90% plans, the CONSULTANT will prepare the final project plans including final design of project elements identified in this scope of work. Work shall be performed in accordance with the following task.

• Plan and Profile Sheets
• Construction Details
• Traffic Control Plans
• Temporary Erosion Control Plans

Deliverables
• Preliminary Check Prints (approx. 30% level of design):
  - Preliminary Level Plan Set (11x17 PDF)

• 60 Percent PS&E Submittal:
  - Final Design Criteria Memo
  - 60% level plan set (11x17 PDF)
  - Specification Outline (PDF)
  - Estimated Quantities and Associated Costs (PDF)

• 90 Percent PS&E Submittal (For WSDOT H&LP Contract Review):
  - 90% level plan set (11x17 PDF)
- Draft Specifications (PDF)
- Updated Estimated Quantities and Associated Costs (PDF)
- Draft Estimated Construction Schedule (PDF)
- Response to County 60% comments (PDF and/or Excel)

• 100 Percent/Ad Ready PS&E Submittal:
  - 100%/Final plan set (2 sets – 11x17; 2 sets – 22x34; 1 CD with CAD)
  - Final Specifications (Word and PDF)
  - Finalized Estimated Quantities and Associated Costs (Excel and PDF)
  - Final Estimated Construction Schedule (PDF)
  - Response to County 90% PS&E Comments (PDF and/or Excel)
  - Stamped Structural Design Calculations.

Estimates
The CONSULTANT will determine quantities and prepare a preliminary cost estimate for work at the 60%, 90% and Final design levels to be submitted to the COUNTY for review with the respective plans submittal. Work will be performed in accordance with the following tasks.

• Quantity Take-Offs
• Cost Estimates

Specifications
Project specifications will be prepared to supplement the 2016 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. The CONSULTANT will provide all specifications required for the elements of the project described in this scope of work and lead the effort required for preparing and compiling the contract bid documents.

The County will be responsible for providing to the CONSULTANT the following sections for inclusion in the final document:

• Contract Forms
• Bid Procedures and Conditions
• Division 1 - General Requirements, including applicable special provisions

Specifications shall be prepared at the 60%, 90% and Final design levels. The CONSULTANT shall prepare the list of bid items and specifications to include amendments to the WSDOT Standard Specifications, Local Agency and APWA GSP’s and Special Provision. Work will be performed in accordance with the following tasks.

• Review Amendments
• Review Local Agency and APWA GSP’s
• Bid Proposal Form
• Special Provisions
• Compile Project Specifications
9.0 SUBCONSULTANTS
The CONSULTANT will contract and coordinate with the following subconsultants in accordance with the scope of work and task items identified.

- Geotechnical – GeoEngineers
- Hydraulics and Scour – Northwest Hydraulic Consultants
- Bridge Design – KPFF Consulting Engineers

10.0 REIMBURSABLES

Exhibit B provides budget amounts for reimbursables such as shipping, reproductions, office supplies and non-professional services directly related to the completion of the work and which will be charged at the actual cost incurred. Also included are the estimated amounts for reproductions. Budgeted amounts shown are estimates of the actual costs for reimbursables.

III. SUPPLEMENT FOR ADDITIONAL CONSULTING SERVICES

If mutually agreed upon by the COUNTY and the CONSULTANT, this contract may be supplemented to include work not specifically addressed in sections I and II above. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants or subcontractors.
N/A
Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following: See Exhibit A - Scope of Work

I. Surveying, Roadway Design & Plans Preparation Section
   A. Survey Data

   B. Roadway Design Files

   C. Computer Aided Drafting Files

Agreement Number:
D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided
II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data
A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format
EXHIBIT D  
MANHOUR AND COST ESTIMATE

WEST BADGER ROAD / BERTRAND CREEK BRIDGE NO. 50 REPLACEMENT  
Manhour and Cost Estimate  
May 10, 2016

Plans, Specifications, and Estimate

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Classification and Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 PROJECT MANAGEMENT AND ADMINISTRATION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Coordination with Whatcom County</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>1.2 Subconsultant Coordination</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>1.3 Project Meetings</td>
<td>1.3.1 Kick-Off Meeting (1)</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>1.3.2 Preliminary Design / Alternatives Workshop (1)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>1.3.3 Post Workshop Agency Meeting (1)</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>1.3.4 County Coordination Meetings (2)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>1.3.5 County Submittal Review Meetings (2, 60%, 80%)</td>
<td>4</td>
</tr>
<tr>
<td>1.4 Design Schedule</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>1.5 Construction Schedule</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>1.6 Progress Reports and Invoicing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6.1 Monitor Scope</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>1.6.2 Monitor Budget</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>1.6.3 Monitor Schedule / Prepare Schedule Updates</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>1.6.4 Prepare Monthly Status Reports and Invoices</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>1.6.5 Prepare Supporting Documentation for Invoices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7 Quality Control / Quality Assurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Sub-Total</td>
<td>89</td>
</tr>
<tr>
<td></td>
<td>Hourly Rate</td>
<td>$122.62</td>
</tr>
<tr>
<td></td>
<td>Task 1.0 Subtotal</td>
<td>$10,790.56</td>
</tr>
<tr>
<td></td>
<td>Task 1.0 Total</td>
<td>$16,233.54</td>
</tr>
</tbody>
</table>

2.0 DESIGN SURVEY AND BASE MAP

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Classification and Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Base Map Review</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Sub-Total</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Hourly Rate</td>
<td>$122.62</td>
</tr>
<tr>
<td></td>
<td>Task 2.0 Subtotal</td>
<td>$245.24</td>
</tr>
<tr>
<td></td>
<td>Task 2.0 Total</td>
<td>$756.62</td>
</tr>
</tbody>
</table>

3.0 RIGHT OF WAY / PROPERTY OR EASEMENT ACQUISITION

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Classification and Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Identify ROW Needs</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>3.2 Prepare ROW Plan</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>3.3 Prepare Preliminary ROW Exhibit (1)</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>3.4 Identify Impacted Improvements</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>3.5 Meetings with Property Owners (1)</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Sub-Total</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Hourly Rate</td>
<td>$122.62</td>
</tr>
<tr>
<td></td>
<td>Task 3.0 Subtotal</td>
<td>$490.48</td>
</tr>
<tr>
<td></td>
<td>Task 3.0 Total</td>
<td>$2,636.38</td>
</tr>
</tbody>
</table>

4.0 ENVIRONMENTAL PROCESS AND PERMITTING

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Classification and Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 Descriptions, Volumes and Details</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>4.2 Figures Exhibits and Plans</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>4.3 County and Subconsultant Coordination</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>Sub-Total</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Hourly Rate</td>
<td>$122.62</td>
</tr>
<tr>
<td></td>
<td>Task 4.0 Subtotal</td>
<td>$1,716.68</td>
</tr>
<tr>
<td></td>
<td>Task 4.0 Total</td>
<td>$4,168.72</td>
</tr>
</tbody>
</table>

5.0 GEOTECHNICAL

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Classification and Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 Subconsultant Coordination</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>5.2 ESAL Calculations for Pavement Design</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>5.3 Geotechnical Report Review</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Sub-Total</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Hourly Rate</td>
<td>$122.62</td>
</tr>
<tr>
<td></td>
<td>Task 5.0 Subtotal</td>
<td>$1,718.68</td>
</tr>
<tr>
<td></td>
<td>Task 5.0 Total</td>
<td>$2,978.85</td>
</tr>
</tbody>
</table>
### 6.0 HYDRAULICS AND SCOUR ANALYSIS

<table>
<thead>
<tr>
<th>Sub-consultant Coordination</th>
<th>16</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulics and Scour Technical Memorandum Review</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>19</td>
<td>9</td>
</tr>
<tr>
<td><strong>Hourly Rate</strong></td>
<td>$122.62</td>
<td>$106.67</td>
</tr>
<tr>
<td><strong>Task 6.0 Subtotal</strong></td>
<td>$2,329.76</td>
<td>$962.73</td>
</tr>
<tr>
<td><strong>Task 6.3 Total</strong></td>
<td>$3,292.51</td>
<td></td>
</tr>
</tbody>
</table>

### 7.0 BRIDGE DESIGN

<table>
<thead>
<tr>
<th>Sub-consultant Coordination</th>
<th>30</th>
<th>10</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sub-Total</strong></td>
<td>30</td>
<td>10</td>
<td>8</td>
</tr>
<tr>
<td><strong>Hourly Rate</strong></td>
<td>$122.62</td>
<td>$106.67</td>
<td>$74.36</td>
</tr>
<tr>
<td><strong>Task 7.0 Subtotal</strong></td>
<td>$3,678.60</td>
<td>$1,069.70</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Task 7.0 Total</strong></td>
<td>$5,311.82</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 8.0 CIVIL DESIGN

<table>
<thead>
<tr>
<th>Public Meetings</th>
<th>3</th>
<th>3</th>
<th>5</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Design / Alternatives Workshop</td>
<td>4</td>
<td>8</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>Design Documentation</td>
<td>2</td>
<td>6</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>TS&amp;L Summary Memo</td>
<td>3</td>
<td>6</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Channelization and Signing Plan</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Prepare Channelization and Signing Plan</td>
<td>2</td>
<td>4</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Roadway Geometry</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Horizontal Alignment</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Vertical Profile</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Cross Sections</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Private Property Matches</td>
<td>2</td>
<td>3</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Property Access</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Define Property Matches</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Define Property Restoration</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Traffic Elements</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Guardrail</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Traffic Control / Detour Plan</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Franchise Utilities</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Identify Impacts</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Impacted Utility Exhibits</td>
<td>6</td>
<td>6</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Delta Temporary Water Main</td>
<td>1</td>
<td>4</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Delta Permanent Water Main</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Drainage Design</td>
<td>5</td>
<td>10</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Stormwater Conveyance</td>
<td>8.10 Plans</td>
<td>8.11.1 30% Check Prints</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8.11.2 60% Plans</td>
<td>1</td>
<td>3</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>8.11.3 90% Plans</td>
<td>1</td>
<td>3</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>8.11.4 Final Plans</td>
<td>1</td>
<td>3</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>Estimates</td>
<td>8.12.1 Quantity Take-Offs</td>
<td>6</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>Cost Estimate</td>
<td>3</td>
<td>6</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Specifications</td>
<td>8.13.1 Review Amendments to Standard Specs</td>
<td>1</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>8.13.2 Review Local Agency and APWA GSPs</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>8.13.3 Bid Proposal Form</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>8.13.4 Special Provisions</td>
<td>5</td>
<td>10</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>8.13.5 Compile Project Specifications</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>59</td>
<td>115</td>
<td>149</td>
<td>88</td>
</tr>
<tr>
<td><strong>Hourly Rate</strong></td>
<td>$122.62</td>
<td>$106.97</td>
<td>$74.36</td>
<td>$70.44</td>
</tr>
<tr>
<td><strong>Task 8.0 Subtotal</strong></td>
<td>$7,234.58</td>
<td>$12,301.56</td>
<td>$11,079.04</td>
<td>$6,057.84</td>
</tr>
<tr>
<td><strong>Task 8.3 Total</strong></td>
<td>$37,758.13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL TASKS 1.0 THRU 8.0**

$73,122.97
## 9.0 SUBCONSULTANTS

<table>
<thead>
<tr>
<th>Sub-consultant</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geochemical - GeoEngineers</td>
<td>$19,206.27</td>
</tr>
<tr>
<td>Hydraulics and Scour - Northwest Hydraulic Consultants</td>
<td>$28,847.40</td>
</tr>
<tr>
<td>Bridge Design - KPFF Consulting Engineers</td>
<td>$130,301.66</td>
</tr>
</tbody>
</table>

Sub-Total: $178,455.33

## 10.0 REMBURSABLES

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Size Plan Sets</td>
<td>100</td>
<td>$2.50</td>
<td>$250.00</td>
</tr>
<tr>
<td>Half Size Plan Sets</td>
<td>100</td>
<td>$3.50</td>
<td>$350.00</td>
</tr>
<tr>
<td>Specifications</td>
<td>4</td>
<td>$60.00</td>
<td>$240.00</td>
</tr>
</tbody>
</table>

Sub-Total: $840.00

**GRAND TOTAL**

$282,275.33
<table>
<thead>
<tr>
<th>Discipline or Job Title</th>
<th>Hourly Rate</th>
<th>Overhead</th>
<th>Profit 131.90%</th>
<th>Profit 29%</th>
<th>Rate per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-I</td>
<td>22.25</td>
<td>29.35</td>
<td>6.45</td>
<td></td>
<td>58.05</td>
</tr>
<tr>
<td>E-II</td>
<td>25.50</td>
<td>33.63</td>
<td>7.40</td>
<td></td>
<td>66.53</td>
</tr>
<tr>
<td>E-III</td>
<td>28.50</td>
<td>37.59</td>
<td>8.27</td>
<td></td>
<td>74.36</td>
</tr>
<tr>
<td>E-IV</td>
<td>33.50</td>
<td>44.19</td>
<td>9.72</td>
<td></td>
<td>87.40</td>
</tr>
<tr>
<td>E-V</td>
<td>37.00</td>
<td>48.80</td>
<td>10.73</td>
<td></td>
<td>96.53</td>
</tr>
<tr>
<td>E-VI</td>
<td>41.00</td>
<td>54.08</td>
<td>11.89</td>
<td></td>
<td>106.97</td>
</tr>
<tr>
<td>E-VII</td>
<td>46.50</td>
<td>61.33</td>
<td>13.49</td>
<td></td>
<td>121.32</td>
</tr>
<tr>
<td>E-VII</td>
<td>47.00</td>
<td>61.99</td>
<td>13.63</td>
<td></td>
<td>122.62</td>
</tr>
<tr>
<td>Technical/CAD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-I</td>
<td>15.00</td>
<td>19.79</td>
<td>4.35</td>
<td></td>
<td>39.14</td>
</tr>
<tr>
<td>T-II</td>
<td>19.00</td>
<td>25.06</td>
<td>5.51</td>
<td></td>
<td>49.57</td>
</tr>
<tr>
<td>T-III</td>
<td>22.00</td>
<td>29.02</td>
<td>6.38</td>
<td></td>
<td>57.40</td>
</tr>
<tr>
<td>T-IV - INS</td>
<td>26.00</td>
<td>34.29</td>
<td>7.54</td>
<td></td>
<td>67.83</td>
</tr>
<tr>
<td>T-IV - CAD</td>
<td>25.00</td>
<td>32.98</td>
<td>7.25</td>
<td></td>
<td>65.23</td>
</tr>
<tr>
<td>T-IV - CA</td>
<td>24.75</td>
<td>32.65</td>
<td>7.18</td>
<td></td>
<td>64.57</td>
</tr>
<tr>
<td>T-V</td>
<td>27.00</td>
<td>35.61</td>
<td>7.83</td>
<td></td>
<td>70.44</td>
</tr>
<tr>
<td>T-VI</td>
<td>39.00</td>
<td>51.44</td>
<td>11.31</td>
<td></td>
<td>101.75</td>
</tr>
<tr>
<td>Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-I</td>
<td>11.75</td>
<td>15.50</td>
<td>3.41</td>
<td></td>
<td>30.66</td>
</tr>
<tr>
<td>C-II</td>
<td>15.00</td>
<td>19.79</td>
<td>4.35</td>
<td></td>
<td>39.14</td>
</tr>
<tr>
<td>C-III</td>
<td>18.00</td>
<td>23.74</td>
<td>5.22</td>
<td></td>
<td>46.96</td>
</tr>
<tr>
<td>C-IV</td>
<td>20.00</td>
<td>26.38</td>
<td>5.80</td>
<td></td>
<td>60.14</td>
</tr>
</tbody>
</table>
July 23, 2015

Reichhardt & Ebe Engineering, Inc.
423 Front Street
Lynden, WA 98264

Subject: Acceptance FYE 2014 ICR – Risk Assessment Review Correction

Dear Mr. Dale Buys:

Based on Washington State Department of Transportation’s (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2014 ICR of 131.90%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

☐ WSDOT Agreements
☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EJKJkal
### Direct Labor Base

<table>
<thead>
<tr>
<th>Description</th>
<th>R&amp;E, Inc</th>
<th>WSDOT Accepted</th>
<th>Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Labor Costs</td>
<td>$917,874</td>
<td>$918,171</td>
<td>$846,661</td>
</tr>
</tbody>
</table>

### Fringe Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>Ref</th>
<th>Amount</th>
<th>R&amp;E, Inc Adjustments</th>
<th>WSDOT Accepted Amount</th>
<th>Current %</th>
<th>Prior Year</th>
<th>Prior Year %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical &amp; R&amp;E Group</td>
<td>K</td>
<td>$194,061</td>
<td>-</td>
<td>$194,061</td>
<td>21.14%</td>
<td>210,246</td>
<td>24.83%</td>
</tr>
<tr>
<td>Payroll Tax Expense</td>
<td></td>
<td>$141,060</td>
<td>-</td>
<td>$141,060</td>
<td>15.36%</td>
<td>121,466</td>
<td>14.35%</td>
</tr>
<tr>
<td>Vac/Holiday/Personal Wages</td>
<td></td>
<td>$86,326</td>
<td>-</td>
<td>$86,326</td>
<td>9.40%</td>
<td>81,242</td>
<td>9.60%</td>
</tr>
<tr>
<td>Simple IRA-Company Contribution</td>
<td></td>
<td>$27,614</td>
<td>-</td>
<td>$27,814</td>
<td>3.01%</td>
<td>26,607</td>
<td>3.14%</td>
</tr>
<tr>
<td>Moving Reimbursement</td>
<td></td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td></td>
<td>3,000</td>
<td>0.33%</td>
</tr>
</tbody>
</table>

**Total Fringe Benefits**  
$449,061 - $449,061 48.91% - $442,591 52.27%

### Additional Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Ref</th>
<th>Amount</th>
<th>R&amp;E, Inc Adjustments</th>
<th>WSDOT Accepted Amount</th>
<th>Current %</th>
<th>Prior Year</th>
<th>Prior Year %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job SubConsultant Costs</td>
<td>A</td>
<td>$814,091</td>
<td>$814,091</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Employee Bonus</td>
<td></td>
<td>$221,410</td>
<td>-</td>
<td>$221,410</td>
<td>24.11%</td>
<td>120,505</td>
<td>14.23%</td>
</tr>
<tr>
<td>Admin/General Wages</td>
<td></td>
<td>$150,471</td>
<td>-</td>
<td>$150,471</td>
<td>16.39%</td>
<td>154,761</td>
<td>18.28%</td>
</tr>
<tr>
<td>Reimbursable Job Costs</td>
<td>A</td>
<td>$141,985</td>
<td>(141,985)</td>
<td>0.00%</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Rent</td>
<td>G</td>
<td>$100,800</td>
<td>(58,009)</td>
<td>$42,791</td>
<td>4.68%</td>
<td>37,327</td>
<td>4.11%</td>
</tr>
<tr>
<td>BEO Taxes-WA &amp; Bham</td>
<td></td>
<td>$51,231</td>
<td>-</td>
<td>$51,231</td>
<td>5.58%</td>
<td>50,065</td>
<td>5.66%</td>
</tr>
<tr>
<td>Depreciation</td>
<td>M</td>
<td>$43,647</td>
<td>-</td>
<td>$43,647</td>
<td>4.75%</td>
<td>50,825</td>
<td>6.00%</td>
</tr>
<tr>
<td>Business, Property, Bond Ins</td>
<td></td>
<td>$39,623</td>
<td>-</td>
<td>$39,623</td>
<td>3.42%</td>
<td>43,982</td>
<td>4.90%</td>
</tr>
<tr>
<td>Telephone-Cell-Phone-Internet</td>
<td></td>
<td>$36,331</td>
<td>-</td>
<td>$36,331</td>
<td>3.96%</td>
<td>25,586</td>
<td>3.02%</td>
</tr>
<tr>
<td>Computer R&amp;M, Upgrade, Consult - Other</td>
<td></td>
<td>$32,939</td>
<td>-</td>
<td>$32,939</td>
<td>3.59%</td>
<td>29,986</td>
<td>3.54%</td>
</tr>
<tr>
<td>Professional Fees</td>
<td></td>
<td>$29,567</td>
<td>-</td>
<td>$29,567</td>
<td>3.22%</td>
<td>36,746</td>
<td>4.34%</td>
</tr>
<tr>
<td>Automobile Expenses % DOT</td>
<td>J</td>
<td>$27,067</td>
<td>(10,767)</td>
<td>$16,280</td>
<td>1.77%</td>
<td>7,147</td>
<td>0.84%</td>
</tr>
<tr>
<td>Office R&amp;M (Building)</td>
<td></td>
<td>$14,645</td>
<td>-</td>
<td>$14,645</td>
<td>1.60%</td>
<td>12,326</td>
<td>1.46%</td>
</tr>
<tr>
<td>SOQ Wages</td>
<td></td>
<td>$14,047</td>
<td>-</td>
<td>$14,047</td>
<td>1.53%</td>
<td>30,276</td>
<td>3.58%</td>
</tr>
<tr>
<td>A/R Bad Debt</td>
<td>C</td>
<td>$13,333</td>
<td>(13,333)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Office Supplies</td>
<td></td>
<td>$12,821</td>
<td>-</td>
<td>$12,821</td>
<td>1.41%</td>
<td>9,056</td>
<td>1.08%</td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td>$10,407</td>
<td>-</td>
<td>$10,407</td>
<td>1.13%</td>
<td>9,473</td>
<td>1.12%</td>
</tr>
<tr>
<td>Interest Expense - N/A DOT</td>
<td></td>
<td>$9,781</td>
<td>(9,781)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Automobile Ins</td>
<td>J</td>
<td>$8,612</td>
<td>(3,432)</td>
<td>$5,180</td>
<td>0.56%</td>
<td>2,040</td>
<td>0.24%</td>
</tr>
<tr>
<td>Janitorial &amp; Cleaning Supplies</td>
<td></td>
<td>$8,142</td>
<td>-</td>
<td>$8,142</td>
<td>0.89%</td>
<td>8,469</td>
<td>1.00%</td>
</tr>
<tr>
<td>Office Expenses - Other</td>
<td></td>
<td>$8,136</td>
<td>-</td>
<td>$8,136</td>
<td>0.89%</td>
<td>2,041</td>
<td>0.24%</td>
</tr>
<tr>
<td>Property Tax Expense</td>
<td></td>
<td>$6,675</td>
<td>-</td>
<td>$6,675</td>
<td>0.73%</td>
<td>5,721</td>
<td>0.68%</td>
</tr>
<tr>
<td>Meals &amp; Entertain N/A DOT</td>
<td>K &amp; E</td>
<td>$5,228</td>
<td>(5,228)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Donations - Other</td>
<td>D</td>
<td>$3,900</td>
<td>(3,900)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Marketing Wages N/A DOT</td>
<td>B</td>
<td>$3,616</td>
<td>(3,616)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>(Gain) / loss on fixed asset</td>
<td></td>
<td>$3,321</td>
<td>-</td>
<td>$3,321</td>
<td>0.36%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Subscriptions/Publications</td>
<td></td>
<td>$3,161</td>
<td>-</td>
<td>$3,161</td>
<td>0.34%</td>
<td>1,945</td>
<td>0.23%</td>
</tr>
<tr>
<td>Gifts - N/A DOT</td>
<td>H</td>
<td>$2,888</td>
<td>(2,888)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Parking</td>
<td></td>
<td>$2,865</td>
<td>-</td>
<td>$2,865</td>
<td>0.31%</td>
<td>2,221</td>
<td>0.26%</td>
</tr>
<tr>
<td>Field Supplies &amp; Expenses</td>
<td></td>
<td>$1,616</td>
<td>-</td>
<td>$1,616</td>
<td>0.16%</td>
<td>931</td>
<td>0.11%</td>
</tr>
<tr>
<td>Oues-DOT allowed</td>
<td></td>
<td>$1,418</td>
<td>-</td>
<td>$1,418</td>
<td>0.15%</td>
<td>1,436</td>
<td>0.17%</td>
</tr>
<tr>
<td>Advertising/Marketing - N/A DOT</td>
<td>B</td>
<td>$1,330</td>
<td>(1,330)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Licenses and Permits</td>
<td></td>
<td>$1,313</td>
<td>-</td>
<td>$1,313</td>
<td>0.14%</td>
<td>1,535</td>
<td>0.16%</td>
</tr>
<tr>
<td>Seminars/Cont Ed</td>
<td></td>
<td>$1,285</td>
<td>-</td>
<td>$1,285</td>
<td>0.14%</td>
<td>745</td>
<td>0.09%</td>
</tr>
<tr>
<td>Meals &amp; Entertain DOT allowed</td>
<td></td>
<td>$1,121</td>
<td>-</td>
<td>$1,121</td>
<td>0.12%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Travel Expense</td>
<td></td>
<td>$654</td>
<td>-</td>
<td>$654</td>
<td>0.07%</td>
<td>761</td>
<td>0.09%</td>
</tr>
<tr>
<td>Job Related Costs - Other</td>
<td></td>
<td>$525</td>
<td>-</td>
<td>$525</td>
<td>0.06%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Dues-N/A DOT</td>
<td>M</td>
<td>$390</td>
<td>(390)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Charitable Contributions</td>
<td>D</td>
<td>$380</td>
<td>(380)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>N/J Job Labor Costs</td>
<td>I</td>
<td>$297</td>
<td>(297)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bank Fees/Service chgs</td>
<td></td>
<td>$220</td>
<td>-</td>
<td>$220</td>
<td>0.02%</td>
<td>41</td>
<td>0.00%</td>
</tr>
<tr>
<td>Donated Services</td>
<td>D</td>
<td>$81</td>
<td>(81)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Miscellaneous Expense</td>
<td></td>
<td>$47</td>
<td>-</td>
<td>$47</td>
<td>0.01%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Political Contrib - N/A DOT</td>
<td>L</td>
<td>$38</td>
<td>(38)</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Description</td>
<td>Statement Ref</td>
<td>Base Inc. Adjustments</td>
<td>WSDOT Adjustments</td>
<td>WSDOT Accepted Amount</td>
<td>Current %</td>
<td>Prior Year</td>
<td>Prior Year %</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>---------------</td>
<td>------------------------</td>
<td>-------------------</td>
<td>-----------------------</td>
<td>-----------</td>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Employee Recruitment Advert</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>435</td>
<td>0.05%</td>
</tr>
<tr>
<td>Lunch/Break Room Supplies</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>916</td>
<td>0.11%</td>
</tr>
<tr>
<td>Office Equipment R&amp;M</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>6,578</td>
<td>0.70%</td>
</tr>
<tr>
<td>Office Furniture under $350</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>293</td>
<td>0.03%</td>
</tr>
<tr>
<td>Cont Ed Wages</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>2,220</td>
<td>0.26%</td>
</tr>
<tr>
<td>Severance Pay</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>11</td>
<td>0.00%</td>
</tr>
<tr>
<td>Use Tax - State of WA</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>11</td>
<td>0.00%</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>1,113</td>
<td>0.40%</td>
</tr>
<tr>
<td>Taxes - Non-Employee - Other</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>28</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total General Overhead</strong></td>
<td>1,832,165</td>
<td>(1,070,176)</td>
<td>-</td>
<td>761,989</td>
<td>82.99%</td>
<td>670,797</td>
<td>79.23%</td>
</tr>
<tr>
<td><strong>Total Overhead Costs</strong></td>
<td><strong>$ 2,201,226</strong></td>
<td><strong>$ (1,070,176)</strong></td>
<td>-</td>
<td><strong>$ 1,211,050</strong></td>
<td><strong>131.00%</strong></td>
<td><strong>$ 1,113,388</strong></td>
<td><strong>131.50%</strong></td>
</tr>
</tbody>
</table>

Reichhardt & Ebe Adjustments

A. Direct costs on other projects unallowable in overhead per 48 CFR 31.202(a).
B. Public relations and advertising unallowable per 48 CFR 31.205-1. (Direct proposal costs are allowed)
C. Bad debts, including actual or estimated losses arising from uncollectible accounts receivable are unallowable per FAR 31.205-3
D. Contributions unallowable per 48 CFR 31.205-8L.
G. Common control rent adjustments per 48 CFR 31.205-36(b)(3).
H. Gifts unallowable per 48 CFR 31.205-13(b)
I. Reclass labor non billable jobs as direct
J. Personal auto use charge unallowable per 48 FAR 31.205-6(n)(2).
K. Entertainment (meals) unallowable - 48 CFR 31.205-14
L. Lobbying and political activity costs unallowable per 48 CFR 31.205-22
M. Dues unallowable per 48 CFR 31.205-14
Exhibit E
Sub-consultant Cost Computations

There isn’t any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See Attached:

GeoEngineers - See Attached Exhibit E-1

Northwest Hydraulic Consultants - See Attached Exhibit E-2

KPFF Consulting Engineers - See Attached Exhibit E-3

Agreement Number:
EXHIBIT
E-1
GeoEngineers
Fee Schedule
WSDOT ICR Letter
<table>
<thead>
<tr>
<th>Task</th>
<th>Principal</th>
<th>Associate</th>
<th>Senior Eng/Sci</th>
<th>Staff Eng/Sci</th>
<th>Senior Technician</th>
<th>CAD Designer</th>
<th>Admin/Estimatet 1</th>
<th>Admin/Estimatet 2</th>
<th>Admin/Estimatet 3</th>
<th>Admin/Estimatet 4</th>
<th>Total Direct</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 100</td>
<td>Review and collect available information</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>Task 101</td>
<td>Laboratory analysis</td>
<td>2</td>
<td>4</td>
<td>6</td>
<td>8</td>
<td>10</td>
<td>12</td>
<td>14</td>
<td>16</td>
<td>18</td>
<td>20</td>
<td>22</td>
</tr>
<tr>
<td>Task 102</td>
<td>Project management</td>
<td>2</td>
<td>4</td>
<td>6</td>
<td>8</td>
<td>10</td>
<td>12</td>
<td>14</td>
<td>16</td>
<td>18</td>
<td>20</td>
<td>22</td>
</tr>
<tr>
<td>Task 103</td>
<td>Total Hours</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td>Current Direct Labor Rate</td>
<td>$20.00</td>
<td>$25.20</td>
<td>$30.40</td>
<td>$35.60</td>
<td>$40.80</td>
<td>$46.00</td>
<td>$51.20</td>
<td>$56.40</td>
<td>$61.60</td>
<td>$66.80</td>
<td>$72.00</td>
<td>$77.20</td>
</tr>
<tr>
<td>Full Burdened Rate</td>
<td>$25.00</td>
<td>$30.21</td>
<td>$35.42</td>
<td>$40.63</td>
<td>$45.84</td>
<td>$51.05</td>
<td>$56.26</td>
<td>$61.47</td>
<td>$66.68</td>
<td>$71.89</td>
<td>$77.10</td>
<td>$82.31</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$314.43</td>
<td>$369.65</td>
<td>$424.87</td>
<td>$479.09</td>
<td>$534.31</td>
<td>$589.53</td>
<td>$644.75</td>
<td>$699.97</td>
<td>$755.19</td>
<td>$810.41</td>
<td>$865.63</td>
<td>$920.85</td>
</tr>
<tr>
<td>Direct Expenses</td>
<td>$15.43</td>
<td>$15.43</td>
<td>$15.43</td>
<td>$15.43</td>
<td>$15.43</td>
<td>$15.43</td>
<td>$15.43</td>
<td>$15.43</td>
<td>$15.43</td>
<td>$15.43</td>
<td>$15.43</td>
<td>$15.43</td>
</tr>
<tr>
<td>0.54 = Vehicle (current R63 mileage)</td>
<td>$8,863.00</td>
<td>$8,863.00</td>
<td>$8,863.00</td>
<td>$8,863.00</td>
<td>$8,863.00</td>
<td>$8,863.00</td>
<td>$8,863.00</td>
<td>$8,863.00</td>
<td>$8,863.00</td>
<td>$8,863.00</td>
<td>$8,863.00</td>
<td>$8,863.00</td>
</tr>
</tbody>
</table>
# Subconsultant Fee Estimate

**Labor Rates Table - Actuals Not To Exceed (NTE)**  
**Badger Road/Bertrand Creek Bridge**  
**Lynden, Washington**

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Direct Labor Rates</th>
<th>Overhead 194.81%</th>
<th>Fixed Fee 29.00%</th>
<th>Hourly Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$ 65.00</td>
<td>$ 126.63</td>
<td>$ 18.85</td>
<td>$ 210.48</td>
</tr>
<tr>
<td>Associate</td>
<td>$ 62.80</td>
<td>$ 122.34</td>
<td>$ 16.21</td>
<td>$ 203.35</td>
</tr>
<tr>
<td>Senior Engineer/Scientist</td>
<td>$ 48.33</td>
<td>$ 94.15</td>
<td>$ 14.02</td>
<td>$ 156.50</td>
</tr>
<tr>
<td>Project Engineer/Scientist</td>
<td>$ 39.19</td>
<td>$ 76.35</td>
<td>$ 11.37</td>
<td>$ 126.90</td>
</tr>
<tr>
<td>Staff Engineer/Scientist 3</td>
<td>$ 29.46</td>
<td>$ 57.39</td>
<td>$ 8.54</td>
<td>$ 95.39</td>
</tr>
<tr>
<td>Staff Engineer/Scientist 2</td>
<td>$ 27.38</td>
<td>$ 53.34</td>
<td>$ 7.94</td>
<td>$ 88.66</td>
</tr>
<tr>
<td>CAD Designer</td>
<td>$ 33.74</td>
<td>$ 65.73</td>
<td>$ 9.78</td>
<td>$ 109.25</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$ 21.64</td>
<td>$ 42.16</td>
<td>$ 6.28</td>
<td>$ 70.07</td>
</tr>
<tr>
<td>Administrator 2</td>
<td>$ 28.48</td>
<td>$ 55.48</td>
<td>$ 8.28</td>
<td>$ 92.22</td>
</tr>
<tr>
<td>Administrator 1</td>
<td>$ 20.62</td>
<td>$ 40.17</td>
<td>$ 5.98</td>
<td>$ 66.77</td>
</tr>
</tbody>
</table>

Invoiced labor rates may be less than the minimum rate shown but may not exceed the NTE Rate

Reimbursable Items:
- Mileage: IRS Rate
- Outside Consultants: At Cost
- Suppliers: At Cost
June 9, 2015

GeoEngineers, Inc.
8410 154th Avenue NE
Redmond, WA 98052

Subject: Acceptance FYE 2014 ICR – Audit Office Review

Dear Mr. Michael C. McGaranahan:

Transmitted herewith is the WSDOT Audit Office’s memo of “Acceptance” of your firm’s FYE 2014 Indirect Cost Rate (ICR) of 213.19%. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate will be applicable for:

☒ WSDOT Agreements
☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck
Certification of Final Indirect Costs

Firm Name: GeoEngineers, Inc.

Indirect Cost Rate Proposal: 213.19%

Date of Proposal Preparation (mm/dd/yyyy): 03/01/2015

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2014 to 12/31/2014

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm’s ownership, organization and indirect cost rates have been disclosed.

Signature: [Signature]

Name of Certifying Official* (Print): Carla Rorem

Title: CFO

Date of Certification (mm/dd/yyyy): 03/01/2015

*The “Certifying Official” must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref: FHWA Directive 4470.1A available on line at:

O/H Certification: Nov 2010
<table>
<thead>
<tr>
<th>Description</th>
<th>Financial Statement Amount</th>
<th>GeoEngineers Adjustments</th>
<th>Accepted Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Labor</td>
<td>$13,354,043</td>
<td></td>
<td>$13,354,043</td>
<td>100%</td>
</tr>
<tr>
<td>Indirect Costs:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>$2,244,492</td>
<td>($179,597) A</td>
<td>$2,064,895</td>
<td>15.46%</td>
</tr>
<tr>
<td>Group Insurance</td>
<td>2,889,714</td>
<td></td>
<td>2,889,714</td>
<td>21.64%</td>
</tr>
<tr>
<td>Worker's Compensation</td>
<td>147,858</td>
<td></td>
<td>147,858</td>
<td>1.11%</td>
</tr>
<tr>
<td>Vacation, Holiday and Sick Pay</td>
<td>3,117,246</td>
<td></td>
<td>3,117,246</td>
<td>23.34%</td>
</tr>
<tr>
<td>Profit Sharing and 401(k) Contributions</td>
<td>1,019,820</td>
<td></td>
<td>1,019,820</td>
<td>7.64%</td>
</tr>
<tr>
<td>Bonuses and Severance</td>
<td>4,801,977</td>
<td>(1,790,182) B</td>
<td>3,011,795</td>
<td>22.56%</td>
</tr>
<tr>
<td>Total Fringe Benefits</td>
<td>$14,221,107</td>
<td>($1,989,779)</td>
<td>$12,251,328</td>
<td>91.74%</td>
</tr>
<tr>
<td>General Overhead</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Billable Labor</td>
<td>$5,837,133</td>
<td></td>
<td>$5,837,133</td>
<td>43.71%</td>
</tr>
<tr>
<td>Bid &amp; Proposal Labor</td>
<td>888,460</td>
<td></td>
<td>888,460</td>
<td>6.65%</td>
</tr>
<tr>
<td>Direct Selling Labor</td>
<td>2,439,573</td>
<td>($1,244,816) C</td>
<td>1,194,757</td>
<td>8.95%</td>
</tr>
<tr>
<td>Office Rent &amp; Maintenance</td>
<td>2,208,874</td>
<td>(20,503) D</td>
<td>2,188,370</td>
<td>16.39%</td>
</tr>
<tr>
<td>Telecommunications</td>
<td>298,015</td>
<td></td>
<td>298,015</td>
<td>2.23%</td>
</tr>
<tr>
<td>Bus. Taxes &amp; Other than Federal</td>
<td>676,023</td>
<td></td>
<td>676,023</td>
<td>5.66%</td>
</tr>
<tr>
<td>Subscriptions, Stationery &amp; Supplies</td>
<td>407,116</td>
<td>(15,695) E</td>
<td>391,221</td>
<td>2.93%</td>
</tr>
<tr>
<td>Administrative Travel</td>
<td>1,264,266</td>
<td>(665,227) F</td>
<td>599,039</td>
<td>4.46%</td>
</tr>
<tr>
<td>Professional Dues, Meetings &amp; Proposals</td>
<td>472,884</td>
<td>(78,760) G</td>
<td>394,116</td>
<td>2.95%</td>
</tr>
<tr>
<td>Depreciation</td>
<td>747,817</td>
<td>(8,595) H</td>
<td>739,221</td>
<td>5.54%</td>
</tr>
<tr>
<td>Equipment Rental &amp; Maintenance</td>
<td>168,556</td>
<td>(1,278) I</td>
<td>167,278</td>
<td>1.25%</td>
</tr>
<tr>
<td>Bad Debt</td>
<td>72,000</td>
<td>(72,000) I</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Professional Consultants</td>
<td>639,921</td>
<td>(73,518) J</td>
<td>566,365</td>
<td>4.24%</td>
</tr>
<tr>
<td>Business Development/Marketing</td>
<td>363,902</td>
<td>(345,070) K</td>
<td>18,831</td>
<td>0.14%</td>
</tr>
<tr>
<td>Field and Laboratory Supplies</td>
<td>206,866</td>
<td>(67,156) L</td>
<td>139,708</td>
<td>1.05%</td>
</tr>
<tr>
<td>Insurance</td>
<td>818,047</td>
<td>(5,321) M</td>
<td>812,726</td>
<td>6.09%</td>
</tr>
<tr>
<td>Computer Maintenance and Software</td>
<td>1,151,174</td>
<td>(5,259) N</td>
<td>1,145,914</td>
<td>8.58%</td>
</tr>
<tr>
<td>Relocation</td>
<td>28,055</td>
<td></td>
<td>28,055</td>
<td>0.21%</td>
</tr>
<tr>
<td>Contributions</td>
<td>64,199</td>
<td>(84,199) O</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Fines/Penalties/Unallowable</td>
<td>9,744</td>
<td>(9,744) P</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Employee Health &amp; Welfare</td>
<td>97,129</td>
<td>(14,827) Q</td>
<td>82,302</td>
<td>0.62%</td>
</tr>
<tr>
<td>Total General Overhead</td>
<td>$18,895,752</td>
<td>($2,692,290)</td>
<td>$16,167,462</td>
<td>121.07%</td>
</tr>
<tr>
<td>Total Indirect Costs &amp; Overhead</td>
<td>$33,080,859</td>
<td>($4,662,069)</td>
<td>$28,418,790</td>
<td>212.81%</td>
</tr>
<tr>
<td>Indirect Cost Rate (Less FCCM)</td>
<td>247.72%</td>
<td>212.81%</td>
<td>212.81%</td>
<td></td>
</tr>
<tr>
<td>Facilities Capital Cost of Money</td>
<td>$33,080,859</td>
<td>($4,661,458)</td>
<td>$28,419,401</td>
<td></td>
</tr>
<tr>
<td>Indirect Cost Rate (Includes FCCM)</td>
<td></td>
<td></td>
<td>213.19%</td>
<td></td>
</tr>
</tbody>
</table>

*GeoEngineers, Inc.*

"Indirect Cost Rate still subject to WSDOT Audit"

References

GeoEngineers Adjustments:
- A Fringe benefits adjustment for unallowable Direct Selling labor and unallowable bonuses per 48 CFR 31.201-6(e)(2), in the amount of $179,597.
- B Unallowable bonuses per 48 CFR 31.205-6(f), in the amount of $1,790,182.
- C Unallowable marketing activities per 48 CFR 31.205-1,14,38 and 41, in the amount of $1,244,816.
- D Assigned parking costs unallowable per 48 CFR 31.201-2 & 31.201-3
GeoEngineers, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2014

F  Vehicle costs unallowable per 48 CFR 31.201-2(d), in the amount of $270,844; Travel in excess of Federal per-diem unallowable per 48 CFR 31.205-46.
H  Depreciation on vehicles unallowed per 48 CFR 31.201-2(d).
I  Bad debts unallowable per 48 CFR 31.205-3, in the amount of $72,000.
J  Direct project costs unallowable per 48 CFR 31.202(a); Acquisition and Organization costs unallowable per 48 CFR 31.205-27(a); Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38; Patent Costs unallowable per 48 CFR 31.205-30; Outside Board Bonuses unallowable per 48 CFR 31.205-6(f).
K  Acquisition and Organization costs unallowable per 48 CFR 31.205-27(a); Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38; Entertainment unallowable per 48 CFR 31.205-14; Advertising unallowable per 48 CFR 31.205-38(b)(1); Contributions unallowable per 48 CFR 31.205-8.
Q  Memberships in dining organizations unallowed per 48 CFR 31.205.14; Social activities unallowable per 48 CFR 31.205-14; Employee gifts & recreation unallowable per 48 CFR 31.205-13(b).
R  Costs of money adjustment per 48 CFR 31.205-10(a).
June 8, 2015

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Schatzie Harvey, Agreement Compliance Audit Manager

SUBJECT: GeoEngineers, Inc. Indirect Cost Rate for Fiscal Year End December 31, 2014

We are accepting the GeoEngineers proposed rate of 213.19% of direct labor for the above referenced fiscal year based on our risk assessment process (rate includes 0.38% Facilities Capital Cost of Money). GeoEngineers provided a FHWA Certificate of Final Indirect Costs indicating all costs included in the indirect cost rate schedule are in compliance with Federal Acquisition Regulations (FAR), Subpart 31. We did not complete a review for this firm.

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006, or via email at harveys@wsdot.wa.gov

cc: Steve McKerney
File
EXHIBIT

E-2

Northwest Hydraulic Consultants, Inc.

Fee Schedule

WSDOT ICR Letter
## Labor Detail

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Principal</th>
<th>Senior Engineer 2</th>
<th>Junior Engineer</th>
<th>Scientist</th>
<th>GIS/CAD Analyst</th>
<th>Prod. Specialist</th>
<th>Task Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1 Kickoff Meeting, Site Inspection and Data Collection</td>
<td>12</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td>$2,343.20</td>
</tr>
<tr>
<td>6.2 Hydrologic and Hydraulic Analyses</td>
<td>13</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,455.37</td>
</tr>
<tr>
<td>6.3 Geomorphic Evaluation of Scour and Bank Erosion</td>
<td>1</td>
<td>8</td>
<td>8</td>
<td>2</td>
<td></td>
<td></td>
<td>$2,437.86</td>
</tr>
<tr>
<td>6.4 Preliminary Hydraulic Results</td>
<td>1</td>
<td>4</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td>$905.93</td>
</tr>
<tr>
<td>6.5 Preliminary Design / Alternatives Workshop</td>
<td>14</td>
<td>4</td>
<td>1</td>
<td>4</td>
<td></td>
<td></td>
<td>$2,875.63</td>
</tr>
<tr>
<td>6.6 Hydraulic Technical Documentation</td>
<td>20</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td></td>
<td>$3,994.62</td>
</tr>
<tr>
<td>6.7 Initial Design (30, 60%)</td>
<td>2</td>
<td>20</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>1</td>
<td>$6,779.72</td>
</tr>
<tr>
<td>6.8 Final Design (90, 100%)</td>
<td>18</td>
<td>1</td>
<td>1</td>
<td>32</td>
<td>1</td>
<td></td>
<td>$5,676.27</td>
</tr>
</tbody>
</table>

Total Hours: 8.0          109.0          25.0          18.0          79.0          3.0

Direct Rate (Category Max)  
- Principal: $71.31  
- Senior Engineer 2: $45.37  
- Junior Engineer: $28.79  
- Scientist: $32.77  
- GIS/CAD Analyst: $23.38  
- Prod. Specialist: $22.40

Overhead (199.03% * Direct):  
- Principal: $141.93  
- Senior Engineer 2: $90.30  
- Junior Engineer: $57.30  
- Scientist: $65.22  
- GIS/CAD Analyst: $46.53  
- Prod. Specialist: $44.58

Fee (29% * Direct):  
- Principal: $20.68  
- Senior Engineer 2: $13.16  
- Junior Engineer: $8.35  
- Scientist: $9.50  
- GIS/CAD Analyst: $6.78  
- Prod. Specialist: $6.50

Total Hourly Rate (Cost Based):  
- Principal: $233.92  
- Senior Engineer 2: $148.83  
- Junior Engineer: $94.44  
- Scientist: $107.49  
- GIS/CAD Analyst: $76.69  
- Prod. Specialist: $73.48

Total Labor: $28,668.60

## Direct Expense Detail

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage (2 trips: site visit/kickoff mtg; alternative workshop)</td>
<td>470</td>
<td>$0.540</td>
<td>$253.80</td>
</tr>
<tr>
<td>Reproduction (50 sheets at $0.50/sheet)</td>
<td>50.00</td>
<td>$0.50</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

Total Direct Expenses: $278.80

## Cost Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Labor</td>
<td>$28,668.60</td>
</tr>
<tr>
<td>Total Direct Expenses</td>
<td>$278.80</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$28,947.40</td>
</tr>
</tbody>
</table>
SCHEDULE OF NHC NEGOTIATED HOURLY RATES FOR W BADGER ROAD BRIDGE #150 REPLACEMENT DESIGN PROJECT NOT TO EXCEED CATEGORY MAXIMUMS (May 5, 2016)

<table>
<thead>
<tr>
<th>Labor</th>
<th>Direct ($/hr)</th>
<th>Overhead ($/hr)</th>
<th>Fee ($/hr)</th>
<th>Total Hourly ($/hr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$71.31</td>
<td>$141.93</td>
<td>$20.68</td>
<td>$233.92</td>
</tr>
<tr>
<td>Sr. Engineer 2</td>
<td>$48.97</td>
<td>$97.46</td>
<td>$14.20</td>
<td>$160.63</td>
</tr>
<tr>
<td>Engineer 1</td>
<td>$40.72</td>
<td>$81.05</td>
<td>$11.81</td>
<td>$133.58</td>
</tr>
<tr>
<td>Engineer 2</td>
<td>$38.65</td>
<td>$76.93</td>
<td>$11.21</td>
<td>$126.79</td>
</tr>
<tr>
<td>Scientist</td>
<td>$32.77</td>
<td>$65.22</td>
<td>$9.50</td>
<td>$107.49</td>
</tr>
<tr>
<td>Jr. Engineer</td>
<td>$28.79</td>
<td>$57.30</td>
<td>$8.35</td>
<td>$94.44</td>
</tr>
<tr>
<td>GIS/CAD Analyst</td>
<td>$23.38</td>
<td>$46.53</td>
<td>$6.78</td>
<td>$76.69</td>
</tr>
<tr>
<td>Doc. Production Specialist</td>
<td>$22.40</td>
<td>$44.58</td>
<td>$6.50</td>
<td>$73.48</td>
</tr>
</tbody>
</table>

NHC’s WSDOT-approved ICR Overhead Rate (Nov 2015) = 1.9903

Negotiated Profit = 0.29

Hourly Fee = Direct Rate * (1 + OH + Profit)
November 17, 2015

Northwest Hydraulic Consultants, Inc.
16300 Christensen Road, Suite 350
Seattle, WA 98188

Subject: Acceptance FYE 2015 ICR – Audit Office Review

Dear Ms. Frances Hunt:

Transmitted herewith is the WSDOT Audit Office’s memo of “Acceptance” of your firm’s FYE June 30, 2015 Indirect Cost Rate (ICR) of 199.03%. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate will be applicable for:

- WSDOT Agreements
- Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

[Signature]

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck
November 12, 2015

TO: Erik Jonson, Contracting Services Manager

FROM: Schatzie Harvey, Agreement Compliance Audit Manager

SUBJECT: Northwest Hydraulic Consultants Indirect Cost Rate for Fiscal Year Ended June 30, 2015

We have completed our review of the Northwest Hydraulic Consultants (NHC) Indirect Cost Rate for the above referenced fiscal year. We reviewed the documentation supporting the rate for compliance with criteria contained in the Federal Acquisition Regulations (FAR), Subpart 31. Our review included a site visit to the firm.

Based on our review we are issuing this memo establishing the NHC Indirect Cost Rate for fiscal year ending June 30, 2015, at 199.03% of direct labor (rate includes 0.31% Facilities Cost of Capital). NHC provided a FHWA Certificate of Final Indirect Costs indicating all costs included in the indirect cost rate schedule comply with FARs.

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006, or via email at harveys@wsdot.wa.gov.

Cc: Steve McKerney
    File
EXHIBIT

E-3

KPFF Consulting Engineers

Fee Schedule

WSDOT ICR Letter
## COST ESTIMATE: W BADGER / BERTRAND CREEK BRIDGE REPLACEMENT

### May 12, 2016

**W BADGER / BERTRAND CREEK BRIDGE REPLACEMENT**

<table>
<thead>
<tr>
<th>Item</th>
<th>SCOPE OF WORK</th>
<th>KPFF Consulting Engineers</th>
<th>KPFF</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Principal</td>
<td>Project Manager/Struct. Eng.</td>
</tr>
<tr>
<td>7.10</td>
<td>Structures Project Administration</td>
<td>12</td>
<td>$65.72</td>
</tr>
<tr>
<td>7.1.1</td>
<td>Preparation of Contract Documents, Invoices &amp; Progress Reports</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>7.1.2</td>
<td>Meetings</td>
<td>20</td>
<td>32</td>
</tr>
<tr>
<td>7.1.3</td>
<td>Environmental Documentation / Permitting Support</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>7.1.4</td>
<td>Structural QA/QC</td>
<td>12</td>
<td>20</td>
</tr>
<tr>
<td>7.20</td>
<td>Existing Site Conditions</td>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>7.30</td>
<td>Preliminary Design / Alternatives Workshop</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>7.40</td>
<td>Bridge Design &amp; Documentation</td>
<td>8</td>
<td>40</td>
</tr>
<tr>
<td>30 / 60 / 90 / 100% Design/Calculations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plan Preparation</td>
<td>8</td>
<td>120</td>
<td>60</td>
</tr>
<tr>
<td>Specifications/Contract Provisions</td>
<td>4</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Engineer's Estimate</td>
<td>4</td>
<td>8</td>
<td>24</td>
</tr>
<tr>
<td>Comment Responses</td>
<td>2</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>7.50</td>
<td>Load Rating</td>
<td>2</td>
<td>8</td>
</tr>
</tbody>
</table>

| Labor Subtotal | 22 | 130 | 322 | 410 | 260 | 28 | 0 | | $129,869.86 |
| Reimbursables | | | | | | | | | $432.00 |
| Labor Sum | 22 | 130 | 322 | 410 | 260 | 28 | 0 | | $129,869.86 |
| Reimbursable Sum | | | | | | | | | $432.00 |

**KPFF $130,301.86**
EXHIBIT E-1
KPFF Consulting Engineers
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
W BADGER / BERTRAND CREEK BRIDGE REPLACEMENT

<table>
<thead>
<tr>
<th>Classification</th>
<th>Direct Hourly Rate</th>
<th>Total Hours</th>
<th>Negotiated Hourly Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$65.72</td>
<td>22.00</td>
<td>$168.35</td>
<td>$3,703.81</td>
</tr>
<tr>
<td>Project Manager/ Struct. Eng.</td>
<td>$55.69</td>
<td>130.00</td>
<td>$142.66</td>
<td>$18,545.94</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$47.53</td>
<td>322.00</td>
<td>$121.77</td>
<td>$39,209.66</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>$36.49</td>
<td>410.00</td>
<td>$93.48</td>
<td>$38,325.34</td>
</tr>
<tr>
<td>CADD Technician</td>
<td>$42.37</td>
<td>260.00</td>
<td>$108.54</td>
<td>$28,220.20</td>
</tr>
<tr>
<td>Project Coordinator</td>
<td>$26.00</td>
<td>28.00</td>
<td>$66.60</td>
<td>$1,864.92</td>
</tr>
<tr>
<td>Administrative</td>
<td>$22.00</td>
<td>0.00</td>
<td>$56.36</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>(Blank)</td>
<td></td>
<td>(Blank)</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal $129,869.86

Reimbursables

| Mileage                      | (800 Miles x $0.54/mile) | $432.00 |
| Reprographics                | (## Sheets x $X.xx/sheet) | $0.00   |
| Subcontract                  | (Sub Name & Task)        |        |
| (Blank)                      | (Allowance)              |        |

Subtotal $432.00

Subconsultant Costs (See Exhibit G) $0.00

GRAND TOTAL: $130,301.86
October 9, 2015

KPFF, Inc.
1601 Fifth Avenue, Suite 1600
Seattle, WA 98101

Subject: Acceptance FYE 2015 ICR – CPA Report

Dear Ms. Marci Monroe-Jones:

We have accepted your firm’s FYE 2015 Indirect Cost Rate (ICR) of:

Field Office Rate: 94.47% of direct labor (Rate includes 0.17% FCCM)
Home Office Rate: 127.17% of direct labor (Rate includes 0.04% FCCM)

Based on the “Independent CPA Report,” prepared in accordance with Part 31 of the FAR, by Clark Nuber, PS. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

- WSDOT Agreements
- Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

[Signature]

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rcr
October 8, 2015

TO: Erik Jonson, Contracting Services Manager
FROM: Schatie Harvey, Agreement Compliance Audit Manager
SUBJECT: KPFF Inc. and Subsidiary Indirect Cost Rate
For Fiscal Year Ended April 30, 2015

We accept the audit work performed by Clark Nuber, PS related to the KPFF Inc. and Subsidiary Indirect Cost Rate for the above referenced fiscal year. Clark Nuber audited the KPFF indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31. Our office did not review their audit work.

Based on our acceptance of the CPA’s audit, we are issuing this memo establishing the KPFF Indirect Cost Rate for fiscal year ending April 30, 2015 at:

Field Office Rate: 94.47% of direct labor (Rate includes 0.17% FCCM)
Home Office Rate: 127.17% of direct labor (Rate includes 0.04% FCCM)

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006, or via email at harveys@wsp.dot.wa.gov.

Attachment

cc: Steve McKerney
    File
During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   • Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   • Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:
<table>
<thead>
<tr>
<th>Exhibit G-1(a)</th>
<th>Certification of Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit G-1(b)</td>
<td>Certification of [N/A]</td>
</tr>
<tr>
<td>Exhibit G-2</td>
<td>Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions</td>
</tr>
<tr>
<td>Exhibit G-3</td>
<td>Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying</td>
</tr>
<tr>
<td>Exhibit G-4</td>
<td>Certificate of Current Cost or Pricing Data</td>
</tr>
</tbody>
</table>
Exhibit G-1(a)  Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Reichhardt & Ebe Engineering, Inc.
whose address is
P.O. Box 978, 423 Front St., Lynden, WA 98264
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Whatcom County and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Reichhardt & Ebe Engineering, Inc.
Consultant (Firm Name)

[Signature]  5/16/16
Signature (Authorized Official of Consultant)  Date

Agreement Number:
Exhibit G-1(b)  Certification of  N/A

I hereby certify that I am the:

☑

☐ Other

of the , and

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

______________________________
Signature

______________________________
Date

Agreement Number:

WSDOT Form 140-089 EF Exhibit G
Revised 10/30/2014
Exhibit G-2  Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Reichhardt & Ebe Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant) 5/16/16

Date
Exhibit G-3  Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

Reichhardt & Ebe Engineering, Inc.

Consultant (Firm Name)

[Signature]  5/16/16

Signature (Authorized Official of Consultant)  Date

Agreement Number:
Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of W. Badger/Bertrand Cr. Bridge No. 50 Rep.* are accurate, complete, and current as of 4/28/16. **

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Reichhardt & Ebe Engineering, Inc.

[Signature]

Principal

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:
Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $1,000,000.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $1,000,000.

Such insurance coverage shall be evidenced by one of the following methods:
- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $
- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

WSDOT Form 140-089 EF Exhibit H
Revised 10/30/2014
Exhibit 1

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant’s alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency’s Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency’s project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer’s concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant’s alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.

- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant’s agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:
Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General’s Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.

- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.
The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant’s claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant’s claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement’s scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency’s project manager.

The consultant’s claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant’s Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency’s project manager. The project manager will review the consultant’s claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project’s funding, forward a copy of the consultant’s claim and the Agency’s recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant’s claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant’s claim, proceed to step 3 of the procedures.
Step 3 Preparation of Support Documentation Regarding Consultant’s Claim(s)

If the Agency does not agree with the consultant’s claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency’s summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency’s summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant’s claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant’s claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant’s Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**
Guide Insurance Services, Inc.
P.O. Box 473
8108 Guide Meridian
Lynden, WA 98264
Joel Kok

**INSURED**
Reichhardt & Ebe Engineering
423 Front St. Suite 201
Lynden, WA 98264

**CONTACT NAME:** Vicki Smollen
**PHONE:** 360-354-2200
**FAX:** 360-933-4145
**E-MAIL ADDRESS:** vickis@guideinsuranceservices.com

**INSURER(S) AFFORDING COVERAGE**
**NAIC #**

| INSURER A | Ohio Security Ins. Co |
| INSURER B | Ohio Casualty Ins. Co. |
| INSURER C | Travelers Casualty & Surety Co |
| INSURER D |
| INSURER E |
| INSURER F |

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADD'L SUBRIS.</th>
<th>INSURER</th>
<th>WDV</th>
<th>POLICY NUMBER</th>
<th>EXPIRY DATES</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X</td>
<td>OCCUR</td>
<td>BKS55331932</td>
<td>01/01/2016 - 01/01/2017</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>X</td>
<td>OCCUR</td>
<td>BAS55331932</td>
<td>01/01/2016 - 01/01/2017</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>X</td>
<td>CLAIMS-MADE</td>
<td>USO55331932</td>
<td>01/01/2016 - 01/01/2017</td>
<td>EACH OCCURRENCE $2,000,000</td>
</tr>
<tr>
<td>PROFESSIONAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>105364561</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**WHACO-1**

**CERTIFICATE HOLDER**

Whatcom County
322 N. Commercial, #301
Bellingham, WA 98225

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

© 1988-2014 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

SUBJECT

NON-OWNED AIRCRAFT 2
NON-OWNED WATERCRAFT 2
PROPERTY DAMAGE LIABILITY - ELEVATORS 2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) 2
MEDICAL PAYMENTS EXTENSION 3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGE A AND B 3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT 3

PRIMARY AND NON-CONTRIBUTORY - ADDITIONAL INSURED EXTENSION 5

ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE" 6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES 6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES 7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES 7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT 7
LIBERALIZATION CLAUSE 7
BODILY INJURY REDEFINED 7
EXTENDED PROPERTY DAMAGE 8

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU 8
With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by
the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability,
exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of
the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other
valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically
in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under
this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability,
Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and
(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability,
Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property
damage" results from the use of elevators. For the purpose of this provision, elevators do not include
vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other
Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance,
whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant’s Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the follow-
ing:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage
by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:
(i) Premises rented to you for a period of 7 or fewer consecutive days; or
(ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of
more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of
premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of
Insurance.
b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premise:
   (1) While rented to you; or
   (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGE A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to $3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

   (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

   (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

   (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

      (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

      (b) The construction, erection, or removal of elevators; or

      (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

   (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respect to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend any additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.
2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "Bodily injury" or "property damage" occurring after:
   (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the contract or agreement; or
   b. Available under the applicable Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

   If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.
b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDs - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE

WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insured for "bodily injury" or "personal and
advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
   d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
P. EXTENDED PROPERTY DAMAGE
Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and

2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>PROVISION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT</td>
<td>3</td>
</tr>
<tr>
<td>ACCIDENTAL AIRBAG DEPLOYMENT</td>
<td>12</td>
</tr>
<tr>
<td>AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS</td>
<td>18</td>
</tr>
<tr>
<td>AMENDED FELLOW EMPLOYEE EXCLUSION</td>
<td>5</td>
</tr>
<tr>
<td>AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE</td>
<td>13</td>
</tr>
<tr>
<td>BROAD FORM INSURED</td>
<td>1</td>
</tr>
<tr>
<td>BODILY INJURY REDEFINED</td>
<td>21</td>
</tr>
<tr>
<td>EMPLOYEES AS INSUREDS (including employee hired auto)</td>
<td>2</td>
</tr>
<tr>
<td>EXTENDED CANCELLATION CONDITION</td>
<td>22</td>
</tr>
<tr>
<td>EXTRA EXPENSE - BROADENED COVERAGE</td>
<td>10</td>
</tr>
<tr>
<td>GLASS REPAIR - WAIVER OF DEDUCTIBLE</td>
<td>15</td>
</tr>
<tr>
<td>HIRED AUTO PHYSICAL DAMAGE (including employee hired auto)</td>
<td>6</td>
</tr>
<tr>
<td>HIRED AUTO COVERAGE TERRITORY</td>
<td>20</td>
</tr>
<tr>
<td>LOAN / LEASE GAP</td>
<td>14</td>
</tr>
<tr>
<td>PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)</td>
<td>16</td>
</tr>
<tr>
<td>PERSONAL EFFECTS COVERAGE</td>
<td>11</td>
</tr>
<tr>
<td>PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE</td>
<td>8</td>
</tr>
<tr>
<td>RENTAL REIMBURSEMENT</td>
<td>9</td>
</tr>
<tr>
<td>SUPPLEMENTARY PAYMENTS</td>
<td>4</td>
</tr>
<tr>
<td>TOWING AND LABOR</td>
<td>7</td>
</tr>
<tr>
<td>UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS</td>
<td>17</td>
</tr>
<tr>
<td>WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US</td>
<td>19</td>
</tr>
</tbody>
</table>

SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

   SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

   d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

   (1) is a partnership or joint venture; or
   (2) is an insured under any other automobile policy; or
   (3) has exhausted its Limit of Insurance under any other automobile policy.

   Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

   e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

   (1) if there is similar insurance or a self-insured retention plan available to that organization;
2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to $500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or
b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:

A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
   (1) $50,000; or
   (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

D. Subject to a maximum of $750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

E. This coverage extension does not apply to:
   (1) Any "auto" that is hired, rented or borrowed with a driver; or
   (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $50 per disablement.

b. For "light trucks", we will pay up to $50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks", we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of $50 per day and a maximum limit of $1,500
9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss," to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto."

d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.

f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured. "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:
Exclusion 4.c. and 4.d. do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

14. LOAN / LEASE GAP COVERAGE

A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
   a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
   b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
   c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
   d. Transfer or rollover balances from previous loans or leases,
   e. Final payment due under a "Balloon Loan",
   f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
   g. Security deposits not refunded by a lessor,
   h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
   i. Any amount representing taxes,
   j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.
15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";

b. Legally parked; and

c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. Member, if you are a limited liability company;

4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

(1) How, when and where the "accident" or "loss" took place;

(2) The "insureds" name and address; and

(3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.
20. Hired Auto Coverage Territory

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. Bodily Injury Redefined

Under SECTION V - DEFINITIONS, definition C is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

22. Extended Cancellation Condition

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PR</td>
<td>05/20/2016</td>
<td></td>
<td>05/31/2016</td>
<td>Finance Committee</td>
</tr>
</tbody>
</table>

Division Head: KW/PR

Dept. Head: 05/20/2016

Prosecutor: 05/20/16

Purchasing/Budget: 05/23/16

Executive: 5/24/16

TITLE OF DOCUMENT: Land Records Geographic Information Systems Design Consultant

ATTACHMENTS:
1. Cover Memo
2. Contract Information Sheet
3. Contract for Services Agreement

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( X ) NO

Should Clerk schedule a hearing? ( ) Yes ( X ) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Request approval for the County Executive to enter into an agreement between Whatcom County and Environmental Systems Research Institute, Inc. (ESRI) in the amount of $24,988.00 for preliminary consulting services to assist with a design and methodology to migrate the Assessor’s Office current land records geographic information system (GIS) into the ESRI Local Government Informational Data Model.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO: Whatcom County Council  
    Jack Louws, County Executive

FROM: Keith Willnauer, Assessor  
Perry Rice, IT Manager

RE: Contract for Land Records Geographic Information Systems Design Consultant

DATE: May 20, 2016

Enclosed for your consideration is the proposed agreement between Whatcom County and Environmental Systems Research Institute, Inc. (ESRI) for consulting services to assist with a design and methodology to migrate the Assessor’s Office current land records geographic information system (GIS) into the ESRI Local Government Information Model.

- **Background and Purpose**

  The Assessor’s Office currently uses traditional “ink and mylar” to produce and maintain the statutorily required Assessor’s Map. These consulting services would provide a design and plan for the Assessor’s Office to transition land records mapping to GIS.

  Once a design is in place, the project team will then craft a Request for Proposal (RFP) for a vendor to help the Assessor’s Office migrate current data into the new design and to start using GIS as the primary method to maintain the Assessor’s Map.

  This overall effort will benefit numerous County departments and regional entities that depend on a countywide GIS parcel layer. This effort is also critical to the implementation of a new Permit System planned for the 2017 – 2018 biennium.

- **Funding Amount and Source**

  The amount of this agreement is $24,988.00. The source of funding is the Integrated Land Records and Permit Management System Project Budget approved in the 2015 – 2016 Biennial Budget.

  Please contact Keith Willnauer at x5050 or Perry Rice at x5235 if you have any questions or concerns regarding this agreement.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>AS - Information Technology (IT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>AS – IT – GIS</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Keith Willnauer \ Perry Rice</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Environmental Systems Research Institute, Inc.</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
- Yes ☑
- No ☐

**If not, is this an Amendment or Renewal to an Existing Contract?**
- Yes ☐
- No ☑

If Amendment or Renewal (per WCC 3.08.100 (a))

**Original Contract #:**

| Does contract require Council Approval? | Yes ☑
---|---|
| No ☐
| If No, include WCC:
---|---|
| (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) |

**Is this a grant agreement?**
- Yes ☐
- No ☑

If yes, grantor agency contract number(s):

| CFDA#:
---|---|

**Is this contract grant funded?**
- Yes ☐
- No ☑

If yes, Whatcom County grant contract number(s):

**Is this the result of a RFP or Bid process?**
- Yes ☐
- No ☑

If yes, RFP and Bid number(s):

| Contract:
---|---|
| Cost Center: 369100 |

**If YES, indicate exclusion(s) below:**

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

**Contract Amount:**

- $24,988.00

**This Amendment Amount:**

- 

**Total Amended Amount:**

- 

**Summary of Scope:**

Request approval for the County Executive to enter into an agreement between Whatcom County and Environmental Systems Research Institute, Inc. (ESRI) in the amount of $24,988.00 for preliminary consulting services to assist with a design and methodology to migrate the Assessor's Office current land records geographic information system (GIS) into the ESRI Local Government Informational Data Model.

**Term of Contract:** 9 Months

**Expiration Date:** 12/31/2016

Contract Routing:

1. Prepared by: P. Rice
2. Attorney signoff: KMF
3. AS Finance reviewed: 6/3/16
4. IT reviewed (if IT related): 9/3/16
5. Contractor signed: 5/20/16
6. Submitted to Exec.: 5/23/16
7. Council approved (if necessary): 5/20/16
8. Executive signed: Date:
9. Original to Council: Date:

Last edited 10/01/15
CONTRACT FOR SERVICES AGREEMENT
Land Records Geographic Information Systems Design Consultant

Environmental Systems Research Institute, Inc. (ESRI), hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, ........................................................ pp. 02 to 08,
Exhibit A (Scope of Work), ........................................... pp. 09 to 10,
Exhibit B (Compensation), ........................................... pp. 11 to 11,
Exhibit C (Certificate of Insurance) .............................. pp. 12 to 12,
Exhibit D (Responsibilities and Assumptions).............. pp. 13.

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

The term of this Agreement shall commence on the 6th day of June, 2016, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2016. The actual dates of the onsite services will be mutually agreed upon once the contract is executed.

The general purpose or objective of this Agreement is to assist with a design and methodology to migrate the Assessor’s Office current land records geographic information system (GIS) into the ESRI Local Government Information Data Model, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $24,988.00. This is a fixed price contract with payments by milestones as identified in Exhibit B. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _________________, 20__.

CONTRACTOR:

(Environmental Systems Research Institute, Inc.)

___________________________
Name
___________________________
Title

STATE OF WASHINGTON   )
) ss.
COUNTY OF ________________

On this ___ day of ______, 20__, before me personally appeared ________________ to me known to be the ________________ (title) of ________________ (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

___________________________
NOTARY PUBLIC in and for the State of Washington, residing at _________________. My commission expires __________________.
WHATCOM COUNTY:
Recommended for Approval:

County Assessor: Date: 5/20/16

IT Manager: Date: 5/20/16

Approved as to form:
Prosecuting Attorney: Date: 5/20/16

Approved:
Accepted for Whatcom County:

By: ___________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  ) ss

On this _____ day of ____________, 20 __, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof:

_________________________________________________________________
NOTARY PUBLIC in and for the State of Washington, residing at __________________. My commission expires __________________.

CONTRACTOR INFORMATION:

Environmental Systems Research Institute, Inc.
(Type in Name of Contractor/Firm)

(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address:
380 New York Street
Redlands, CA 92373

Mailing Address:
380 New York Street
Redlands, CA 92373

Contact Name: John Perry
Contact Phone: (909) 793-2853
Contact FAX: (909) 307-3034
Contact Email: jperry@esri.com

Contract for Services Agreement
Land Records GIS Consultant

v2.0
GENERAL CONDITIONS

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

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

0.2 Acceptance of Services: The Services delivered will be deemed accepted and in compliance with the professional and technical standards of the software industry unless the Contractor is notified otherwise by the County within ten (10) days after delivery.

0.3 Warranty for Services: The Contractor warrants for a period of thirty (30) days from the date of performance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, the County may require the Contractor to re-perform the Services, at no additional cost to the County, if the Services do not substantially conform to the professional and technical standards of the software industry. Services Output as defined in Article 31.1 below is provided "AS IS" without warranty of any kind.

Disclaimer of Warranties
With the exception of the limited warranty set forth in this article, the Contractor disclaims and this contract expressly excludes all other warranties, express or implied, oral or written, including, without limitation, any and all warranties of merchantability or fitness for a particular purpose.
In addition to and without limiting the preceding paragraph, the Contractor does not warrant in any way map data ("Map Data" means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this contract). Map Data may not be free of nonconformities, defects, errors, or omissions; be available without interruption; be corrected if errors are discovered; or meet the county's needs or expectations. the county should not rely on any Map Data unless the county has verified the Map Data against actual data from documents of record, field measurement, or observation.

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

11.1 Termination for Default:
If the Contractor defaults by failing to cure any material breach of the contract within fifteen (15) days of receipt by Contractor of a notice specifying the breach and requiring its cure or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE COUNTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES; OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS CONTRACT; HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE COUNTY FOR THE PORTION OF THE SERVICES UNDER THIS CONTRACT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be on a milestone basis as set forth in Exhibit "B." Contractor shall submit written claims documenting the milestone number, description and the total dollar payment requested, so as to comply with municipal auditing requirements. Payment shall be made to the address stated on Contractor's invoice within thirty (30) days of receipt of invoice.

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

Contract for Services Agreement
Land Records GIS Consultant

Page 3

V2.0

196
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

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

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

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

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:
All pre-existing software code, know-how, reports, documents or other materials developed by the Contractor prior to or outside of this Agreement are the Contractor's sole property.
All writings, programs, data, public records or other materials ("Services Output") prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. County grants to the Contractor a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:
County Confidential Information
The Contractor acknowledges that by reason of its relationship to the County hereunder, the Contractor may have access to certain information and materials that are confidential and of substantial value, and said value would be impaired if such information were disclosed to third parties. The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, which has been identified in advance as confidential information, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision. The Contractor will protect the confidential information as they protect their own, using no less than a reasonable standard of care.

Exclusions to Confidentiality
Neither party shall have any obligation to protect any part of Confidential Information, as described in subsections 1. and 2. herein, that it can prove: (i) was in its possession before receipt from the disclosing party; (ii) is or becomes a matter of public knowledge through no fault of the recipient; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by a third party without a duty of confidentiality; (v) is independently developed by a party; or (vi) is required to be disclosed by operation of law.

32.2 Public Records Act: This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the
Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County’s sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor’s Office. Such review may occur with notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials relating to direct costs and expenses incurred in the performance of this Contract, excluding proprietary information, proprietary processes, profit, overhead, general and administrative costs of the Contractor which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Contractor’s Redlands, California headquarters at mutually agreed upon times, upon request.

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00 (this amount may vary with circumstances)
General Liability & Property Damage for bodily injury- $1,000,000.00 (this amount may vary with circumstances)

A Certificate of insurance, that also identifies the County as an additional insured on the blanket endorsement, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

a. Professional Liability - $1,000,000 per occurrence:
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

Professional Liability - $1,000,000. per occurrence (this amount may vary with circumstances)

34.2 Industrial Insurance Waiver: Not Applicable.

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees (collectively the "Indemnified Parties"), from and against all damages, losses, liabilities, claims, judgments and settlements, including all reasonable attorneys' fees, expenses and costs arising out of any action or claim for personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to either the Contractor or the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.
35.1 Non-Discrimination in Employment:
The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

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

37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington without reference to its conflict of laws principles. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

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

Perry Rice
IT Manager
Whatcom County - Division of Information Technology
311 Grand Avenue, Suite #305
Bellingham, WA 98225

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid, and shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (iii) upon the passage of two (2) days following post by overnight receipted courier service; or (iv) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by US certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal.

Contract for Services Agreement
Land Records GIS Consultant

V2.0
38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

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

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the mutually agreed upon decisions of the Administrative Officer of the County and the appointed representative of the Contractor shall be final and conclusive. If mutual agreement is not reached, the parties can seek arbitration as detailed below.

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

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

d. Arbitration: Any controversy or claim arising out of or relating to this contract, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

43.1 Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington without reference to its conflict of laws principles.
44.1 UCC Inapplicability. Services provided under this contract will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

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

45.2 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings (including any attached purchase order terms and conditions) between the parties.
Scope of Work

Local Government Information Model (LGIM)
Parcel Data Migration Requirements

Introduction

Environmental Systems Research Institute, Inc. (Esri) has worked with many local government and utility customers to migrate their geodatabases to the Local Government Information Model (LGIM) while also providing expert knowledge on best practices for modifying the model to meet clients' unique needs. Because Esri is the creator of the LGIM, the County of Whatcom (County) will benefit from Esri's expertise in this area, as well as our knowledge associated with implementing the associated maps and applications.

Statement of Work

The following work plan describes the scope of work to document requirements for the migration of the County's current parcel database, Bellingham and Ferndale parcel data, as well as the review, assessment and process recommendations for migrating the County's paper land records into the LGIM.

Esri will provide technical support and best practice recommendations for migrating to the LGIM, and may also address the following topics:

- Identify issues in the County's source data and determine the methods to address them (Parcel Data Clean-up)
- Provide strategies for priming the County's data for loading into the LGIM parcel fabric
- Provide an assessment of the County's data readiness for Migration to the LGIM
- Provide data migration best practices related to the County's existing Land Records data
- Provide the knowledge transfer of the required steps to accomplish a full data migration to Parcel Fabric migration
- Provide data migration best practices related to migrating from ArcGIS Coverage into Geodatabase.

This effort will allow the County to answer questions about the migration, and plan for a full scale data migration of parcel data throughout the County. Esri understands that the County will use the Findings and Recommendations document summarized by Esri as input to a pending Request for Proposal (RFP) that the County will release to perform the full scale data migration.

Please refer to Exhibit D of this contract for general assumptions and responsibilities that apply to this Scope of Work.

Task 1 Conduct Project Kickoff Call and Meeting Preparation
Esri will conduct a one-hour project kickoff call with Whatcom County to review the project scope, schedule, roles, and responsibilities, as well as the information required prior to our onsite workshop. Whatcom County will provide Esri with the required information (sample data, information products, maps, etc.). Esri will review the information and prepare and agenda for the onsite workshop.

**Task 2 Conduct Onsite Workshop**

Esri will conduct an onsite Requirements Review and Implementation Planning Meeting at the County offices in Bellingham, WA with County Assessor’s Office and Information Technology staff. During the 2 consecutive day onsite meeting engagement, Esri will participate in a review and discussion of the County’s existing GIS environment, County parcel data, County land records source documents and tax maps, third party parcel data (Bellingham and Ferndale), and the parcel data migration process and expectations. The goal of the requirements review and implementation plan meetings will be to better understand the County’s current parcel data and associated editing and publication workflows. This will assist in recommending and/or supporting the development of an implementation plan for a prototype migration of the County's parcel data, into the County’s new LGIM parcel fabric Geodatabase. The prototype area(s) for a planned future migration will also be reviewed and mutually agreed upon during this meeting. Esri anticipates that the following items may be covered during the Requirements Review and Implementation Planning Meeting:

- Review County’s existing parcel layers and tax maps for parcel fabric migration
- Discuss County’s current parcel editing workflows using a subset of the County’s parcel data and tax map
- Review the Local Government Informational Data Model (LGIM) Parcel Fabric datasets
- Extend the LGIM to account for County attributes required for tax map creation

**Task 3 Submit Technical Reports**

Following the onsite engagement, Esri will prepare, and deliver the following two technical documents:

1). An ArcGIS Parcel Fabric Implementation Plan (up to 5 pages).

2). A Findings and Recommendations document (up to 15 pages). It is anticipated that this document will describe the existing workflows reviewed, assessment of the County’s data readiness for migration, recommended migration steps, geo-processing tools and/or manual editing workflow recommendations for migrating the County’s GIS and paper based land records data into the LGIM.

**Task 4 Review Reports with County**

After delivery of the documents in Task 3, Esri will conduct a conference call to walk the County through the Implementation Plan and the Findings & Recommendations reports. During the conference call, the County will provide feedback to Esri, discuss such feedback and then Esri will finalize and distribute the final technical documents to the County. The County will provide Esri with written acceptance of both the final ArcGIS Parcel Fabric Implementation Plan and the final Findings and Recommendations document within 10 business days of receipt.
EXHIBIT "B"  
(COMPENSATION)

The total price for the Scope of Work is \$24,988.00. This is a fixed price contract with professional consulting services, travel time, travel costs and other direct costs included in the milestone payments. The fixed prices were estimated based on Esri’s prior experience with work of a similar nature. Contractor shall submit invoices to the County following completion of each of the milestones in the following table.

Milestone Invoice and Payment Table

<table>
<thead>
<tr>
<th>Task #</th>
<th>Milestone</th>
<th>Payment $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conduct Project Kickoff Call and Meeting Preparation</td>
<td>$3,000</td>
</tr>
<tr>
<td></td>
<td>- Project Kickoff call with County team</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Review data, maps, and materials prior to onsite meeting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Develop an agenda for onsite meeting</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Conduct two-day Onsite Workshop reviewing:</td>
<td>$12,000</td>
</tr>
<tr>
<td></td>
<td>- Existing parcel layers and tax maps</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Parcel editing workflows</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Local Government Information Model as it pertains to Whatcom’s</td>
<td></td>
</tr>
<tr>
<td></td>
<td>existing data</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- How to extend the Local Government Information Model</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Submit Technical Reports to County</td>
<td>$6,988</td>
</tr>
<tr>
<td></td>
<td>- ArcGIS Parcel Fabric Implementation Plan</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Findings and Recommendations</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Review and Finalize Technical Reports with County</td>
<td>$3,000</td>
</tr>
<tr>
<td></td>
<td>- Conduct a conference call to review the documents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Update and deliver final documents</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$24,988</strong></td>
</tr>
</tbody>
</table>
EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

CER TIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Marsh Risk & Insurance Services
17901 Von Karman Avenue, Suite 1100
[SAC] (949) 330-5300; [Lic#] 0A317153
Irvine, CA 92614

CONTACT
Name:
Phone:
Fax:
Email:
Address:

INSURER(S) AFFORDING COVERAGE
INSCRIBER
INSCRIBER A
INSCRIBER B
INSCRIBER C
INSCRIBER D
INSCRIBER E
INSCRIBER F
INSCRIBER G
INSCRIBER H
INSCRIBER I
INSCRIBER J
INSCRIBER K
INSCRIBER L
INSCRIBER M
INSCRIBER N
INSCRIBER O
INSCRIBER P
INSCRIBER Q
INSCRIBER R
INSCRIBER S
INSCRIBER T
INSCRIBER U
INSCRIBER V
INSCRIBER W
INSCRIBER X
INSCRIBER Y
INSCRIBER Z
INSCRIBER AA
INSCRIBER AB
INSCRIBER AC
INSCRIBER AD
INSCRIBER AE
INSCRIBER AF
INSCRIBER AG
INSCRIBER AH
INSCRIBER AI
INSCRIBER AJ
INSCRIBER AK
INSCRIBER AL
INSCRIBER AM
INSCRIBER AN
INSCRIBER AO
INSCRIBER AP
INSCRIBER AQ
INSCRIBER AR
INSCRIBER AS
INSCRIBER AT
INSCRIBER AU
INSCRIBER AV
INSCRIBER AW
INSCRIBER AX
INSCRIBER AY
INSCRIBER AZ

CERTIFICATE NUMBER:
L08-00204474-01

REVISION NUMBER:
1

COVERAGE

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

INSURED:
Environmental Systems Research Institute, Inc.
285 New York Street
Redlands, CA 92373

COVERAGE LIMITS:

A. LIABILITY

1. COMMERCIAL GENERAL LIABILITY
   CLAIMS-MADE POLICY
   X OCCUR
   $500,000/1,000,000
   12/15/2015 - 12/15/2016
   EACH OCCURRENCE $1,000,000
   DAMAGE TO RENTED PREMISES (Ex. occurrence) $1,000,000
   MED EXP (Any one person) $10,000
   PERSONAL & ADJ. INJURY $1,000,000
   GENERAL AGRG. $2,000,000
   PRODUCTS COMPOD AGG $2,000,000
   OTHER $2,000,000

2. AUTOMOBILE LIABILITY
   ANY AUTO
   ALL OWNED AUTOS
   SCHEDULED AUTOS
   ALL NON-OWNED AUTOS
   $1,000,000
   12/15/2015 - 12/15/2016
   EACH OCCURRENCE $1,000,000
   BODILY INJURY (Per person) $1,000,000
   BODILY INJURY (Per accident) $1,000,000
   PROPERTY DAMAGE (Per accident) $1,000,000
   CO/MPC/CO/LIM $1,000,000

3. UMBRELLA LIABILITY
   OCCUR
   CLAIMS-MADE
   $500,000/1,000,000
   12/15/2015 - 12/15/2016
   EACH OCCURRENCE $5,000,000
   AGGREGATE $5,000,000

4. WORKERS COMPENSATION
   Y N
   N
   $2,000/10,000
   12/15/2015 - 12/15/2016
   E.L. EACH ACCIDENT $1,000,000
   E.L. DISEASE - E.A. EMPLOYEES $1,000,000
   E.L. DISEASE - POLICY LIMIT $1,000,000

5. TECHNOLOGY ERRORS & OMISSIONS
   INCL NETWORK SEC & PRIVACY
   CLAIMS MADE FORM/RETRO DATE 7/16/07
   12/15/2015 - 12/15/2016
   EACH CLAIM & AGGREGATE $1,000,000
   DEDUCTIBLE $100,000

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

RE: Esri

The County of Whatcom is included as Additional Insured as their interest may appear, per written contract with the named insured. Primary and Non-contributory wording applies, as required by written contract. Subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER
County of Whatcom
Attn: Perry L. Ricc - Information Technology Manager
311 Grand Avenue, Suite #305
Bellingham, WA 98225-4038

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
John Graef

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)
Contract for Services Agreement
Land Records GIS Consultant

Page 12
V2.0
General County Responsibilities

- Designate a project team with defined team leads, including a project manager, and key project stakeholders and share that project organization with Esri. The team leads will possess the appropriate knowledge of the County’s operations and technical requirements. The County’s project manager will be the main technical point of contact for Esri’s project manager.

- Coordinate and ensure the participation of appropriate County staff in all project-related activities. Activities include, but are not limited to:
  - Meetings.
  - Webcasts.

- Provide Esri with access to the following items during the project, as needed:
  - Background materials.
  - Source documents (paper and digital).
  - Source Data (digital).
  - Meeting facilities.
  - Hardware and software environments (escorted direct or via Web Ex).

General Assumptions

- The Scope of work is based on the requirements outlined in the following document(s):
  - Prototype Requirements Review meeting on June 10, 2015.

- Unless otherwise stated in the Scope of Work, work will be performed remotely from an Esri office.

- Unless otherwise stated in the Scope of Work, remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday–Friday, 8:00 a.m. to 5:00 p.m. pacific time, excluding Esri holidays.

- Days at the County site are not to exceed 8 hours of work per day.

- The County will provide Esri with a minimum of two weeks’ advanced notice before on-site travel is scheduled.

- All work will be accomplished using ArcGIS COTS Software functionality. No custom development will be performed for this project Scope of Work.
TITLE OF DOCUMENT: Contract amendment between Whatcom County and Communities In Schools

ATTACHMENTS:
1. Info Sheet
2. Executive Memo
3. 2 copies of contract

SEPA review required? ( ) Yes (X) NO
SEPA review completed? ( ) Yes (X) NO

Should Clerk schedule a hearing? ( ) Yes (X) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Students that experience challenges with poor mental health, substance use, basic needs, academics, life skills, and similar issues attend school less regularly and drop out of school at higher rates. This, in turn, contributes to a number of other long-term, and often life-long, problems. The services provided under this contract will provide a support system for students who have obstacles for achieving at school, and in life. The Communities In Schools (CIS) Program is an evidence-based and cost-beneficial program designed to support a range of needs, and to increase access to critical school and community services. The CIS model surrounds students with a community of support, empowering them to stay in school and achieve in life. The purpose of this amendment is to extend this agreement for an additional year.

COMMITTEE ACTION: 
COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt, Director

RE: Communities in Schools, Contract Amendment #1

DATE: May 18, 2016

Enclosed are two (2) originals of a contract amendment between Whatcom County and Communities in Schools for your review and signature.

- **Background and Purpose**
  Students that experience challenges with poor mental health, substance use, basic needs, academics, life skills, and similar issues attend school less regularly and drop out of school at higher rates. This, in turn, contributes to a number of other long-term, and often life-long, problems. The services provided under this contract will provide a support system for students who have obstacles for achieving at school, and in life. The Communities In Schools (CIS) Program is an evidence-based and cost-beneficial program designed to support a range of needs, and to increase access to critical school and community services. The CIS model surrounds students with a community of support, empowering them to stay in school and achieve in life. The purpose of this amendment is to extend this agreement for an additional year.

- **Funding Amount and Source**
  This amendment utilizes Dedicated Marijuana Funds through the Washington Department of Social and Health Services, Division of Behavioral Health & Recovery, and the Washington State Department of Health, in an amount not to exceed $71,000. This funding is included in the 2016 budget. Council approval is required because the amendment increases the contract budget by more than $20,000.

- **Differences from Previous Contract**
  This contract was begun as only a three and a half month agreement due to limitations on available funding. The amendment extends the agreement for a one year period and provides a proportional budget increase.

Please contact Joe Fuller at extension 6045, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Human Services</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Joe Fuller</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Communities In Schools</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes ☒ No ☐ If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ No ☒ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201602034

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

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

Is this contract grant funded? Yes ☐ No ☒ If yes, Whatcom County grant contract number(s): 201509011 / 201604003

Is this contract the result of a RFP or Bid process? Contract Cost Center: 677260 / 677265

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

If YES, indicate exclusion(s) below:

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

**Contract Amount:** (sum of original contract amount and any prior amendments):

$ 35,750

This Amendment Amount:

$ 71,000

Total Amended Amount:

$ 106,750

Contracts that require Council Approval (incl. agenda bill & memo)
- Professional Services Agreement above $20,000.
- Bid is more than $50,000.
- Professional Service Contract Amendments that have an increase greater than $20,000 and other contracts with a cumulative increase greater than $50,000.

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.

**Summary of Scope:**
Communities In Schools is an evidence-based program to assist students experiencing challenges with poor mental health, substance use, basic needs, academics, life skills, and similar issues. Services have been designed to support a range of needs and to increase access to critical school and community services.

**Term of Contract:** 1 Year

<table>
<thead>
<tr>
<th>Expiration Date:</th>
<th>6/30/2017</th>
</tr>
</thead>
</table>

**Contract Routing:**
1. Prepared by: pj Date: 4/25/16
2. Attorney signoff: rb Date: 5/3/16
3. AS Finance reviewed: bbennett Date: 5/4/16
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: 

209
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201602034

PARTIES:
Whatcom County
Whatcom County Courthouse
311 Grand Avenue
Bellingham, WA 98225

AMENDMENT NUMBER: 1
CONTRACT PERIODS:
Original: 03/10/2016 – 06/30/2016
Amendment #1 07/01/2016 – 6/30/2017

AND CONTRACTOR:
Communities In Schools
2717 Alderwood Ave.
Bellingham, WA 98225

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO,
IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE EXTENSION BELOW
BY MUTUAL CONSENT OF ALL PARTIES HERETO

=====================================

DESCRIPTION OF EXTENSION:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract
   “General Terms, Section 10.2, Extension”.

2. Revised Exhibit B Compensation to include a contract budget for a 12 month period. A revised
   Exhibit B is attached.

3. Funding for this extended contract period (07/01/2016 - 6/30/2017) is not to exceed $71,000.

4. Funding for the total contract period (03/10/2016 - 6/30/2017) is not to exceed $106,750.

5. All other terms and conditions remain unchanged.

6. The effective start date of the extension is 07/01/2016.
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 EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION. Signature is required below.

APPROVAL AS TO PROGRAM:
Anne Deacon, Human Services Division Manager Date

DEPARTMENT HEAD APPROVAL:
Regina A. Delahunt, Health Department Director Date

APPROVAL AS TO FORM:
Royce Buckingham, Civil Deputy Prosecuting Attorney Date

FOR THE CONTRACTOR:

Kathryn DeFilippis | Kathryn DeFilippis | 5/19/16
Contractor Signature | Print Name and Title | Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM )

On this 18th day of May, 2016, before me personally appeared 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: 7/18/2016

FOR WHATCOM COUNTY:

Jack Louws, County Executive Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM )

On this ______ day of _____________________, 2016, before me personally appeared Jack Louws, 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 _________________
Residing at ________________________

My Commission expires:
EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed $71,000.00, is Dedicated Marijuana Funds (DMF) through the Division of Behavioral Health & Recovery, and the Department of Health.

The contract budget is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Documentation needed with invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Services</td>
<td>Approved hourly billing rate and timesheet showing total hours and hours charged to this contract</td>
<td>$70,300</td>
</tr>
<tr>
<td>• Site Counselor (salary, benefits, and taxes)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Executive Director (salary, benefits, and taxes)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage</td>
<td>Mileage log to include name of traveler, dates, start and end point, and purpose. Reimbursement will be at the federal rate (<a href="http://www.gsa.gov">www.gsa.gov</a>)</td>
<td>$100</td>
</tr>
<tr>
<td>Professional development, training, and travel</td>
<td>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Mileage log to include name of traveler, dates, start and end point, and purpose. Reimbursement will be at the federal rate (<a href="http://www.gsa.gov">www.gsa.gov</a>). Reimbursement requests for Professional development, training, and allowable travel must include name of staff member, dates of travel, travel starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</td>
<td>$500</td>
</tr>
<tr>
<td>Supplies, Materials, Printing</td>
<td>Receipts</td>
<td>100</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$71,000.00</strong>*</td>
</tr>
</tbody>
</table>

*DBHR funds for this period are $42,060 and DOH funds are $28,940

The Contractor may transfer funds between budget line items with prior County approval. Professional development must be pre-approved by the County.

**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 day of the month following the month of service.

2. The Contractor shall submit invoices to *(include contract #)*:

   Business Office  
   Whatcom County Health Department  
   509 Girard St.  
   Bellingham, WA 98225  
   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.
### TITLE OF DOCUMENT:
Discussion regarding electronic home monitoring

### ATTACHMENTS:

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

### COMMITTEE ACTION:

### COUNCIL ACTION:

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.*
**TITLE OF DOCUMENT:**
Resolution establishing a Jail Stakeholder Workgroup

**ATTACHMENTS:**

- SEPA review required? ( ) Yes ( ) NO
- SEPA review completed? ( ) Yes ( ) NO

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The Jail Stakeholder Workgroup will work to develop a mutually agreeable plan for funding, constructing, and operating a new jail facility in Whatcom County, with the goal of having a funding proposal on the ballot no later than November 2017.

**COMMITTEE ACTION:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
</table>

**COUNCIL ACTION:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
RESOLUTION NO. ________

Establishing a Jail Stakeholder Workgroup

WHEREAS, the Whatcom County Jail is in poor condition and a safer, more secure, and healthier environment for those who work, visit, and are incarcerated within the jail is needed; and

WHEREAS, in November of 2015, Whatcom County voters rejected a ballot measure which would have funded the construction and operations of a new jail; and

WHEREAS, in March and April of 2016, the Whatcom County Council and the Bellingham City Council passed resolutions adopting a Statement of Incarceration Prevention, Criminal Justice, and Jail Planning Principals for Whatcom County’s criminal justice and behavioral health systems; and

WHEREAS, the resolutions confirmed the desire of the Whatcom County Council and Bellingham City Council to work towards having a funding proposal for a new jail on the ballot no later than November, 2017; and

WHEREAS, to address this goal of having a measure on the ballot no later than November 2017, it is necessary for Whatcom County, Bellingham, and other stakeholders to work together to address the concerns of the voters and develop a mutually agreeable plan for funding, constructing, and operating a new jail facility.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that a Jail Workgroup will be established to address the concerns and goals set out in the Statement of Incarceration Prevention, Criminal Justice, and Jail Planning Principals.
BE IT FURTHER RESOLVED that the members of workgroups will include the following designated officials or their representatives:

A. Two members of the Whatcom County Council;
B. Two members of the Bellingham City Council;
C. One member of the Lummi Indian Business Council;
D. One member of the Nooksack Tribal Council;
E. The Whatcom County Executive;
F. The Mayor of Bellingham;
G. One official representing the small cities;
H. One official representing the Whatcom County Courts;
I. The Whatcom County Sheriff; and
J. The City of Bellingham Police Chief.

The County Council will also appoint two citizen representatives:

A. One citizen who resides in the City of Bellingham; and
B. One citizen who resides outside the City of Bellingham.

The Incarceration and Prevention and Reduction Task Force will choose one member of that Task Force, not already designated above, as a member of the workgroup.

BE IT FURTHER RESOLVED that the workgroup will advise the County Council and the County Executive on the development of a new jail ballot measure to be put before the voters no later than November 2017.

APPROVED this ____ day of __________, 20__.

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown-Davis, Clerk of the Council WHATCOM COUNTY, WASHINGTON

(Name of current chair), Council Chair

APPROVED AS TO FORM:

__________________________
(Name), Civil Deputy Prosecutor
Briefing and discussion on Comprehensive Plan Chapter 3 (Housing).

ATTACHMENT:
Cover memo, Whatcom County Housing Analysis 2015
Related paperwork can be found at:
www.co.whatcom.wa.us/2346/Comprehensive-Plan-Update-Process

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Under the Growth Management Act, Whatcom County and the seven cities within the County must complete the periodic update of their comprehensive plans and review urban growth areas by June 30, 2016 (RCW 36.70A.130). The Planning and Development Services Department would like to present an overview and discuss Comprehensive Plan Chapter 3 (Housing) with the Planning and Development Committee.

COMMITTEE ACTION:
4/5/2016: Briefed and discussed
5/3/2016: Comments not taken and item not discussed
5/10/2016: Comments received
5/10/2016: Discussed and provided preliminary direction

COUNCIL ACTION:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Memorandum

TO: The Honorable Jack Louws, Whatcom County Executive
   The Honorable Whatcom County Council

FROM: Karin Beringer, Planner 1

THROUGH: Mark Personius, Assistant Director

DATE: March 23, 2016

SUBJECT: Comp Plan Update – Chapter 3 (Housing)

As you know, Whatcom County has initiated a multi-year project to update the Whatcom County Comprehensive Plan and conduct the urban growth area (UGA) review by June 30, 2016, as required by the Growth Management Act. Review of Comprehensive Plan Chapter 3 – Housing was conducted in coordination with the Whatcom County Housing Advisory Committee. The County also hired a consultant (Beckwith) to create a Housing Analysis and demographic study to inform Chapter 3- Housing (see attached). Staff is requesting to make a presentation to the Council’s Planning and Development Committee relating to Chapter 3 on April 5, 2016.

The Council has requested a summary of the substantive changes made by the Planning Commission. The Planning Commission considered Chapter 3 – Housing on May 14, 2015 and September 24, 2015. Planning Commission changes to policies in the staff draft include the following:

Policy 3A-1 was modified to read: Streamline and simplify existing and proposed permitting processes, and review any changes to county regulations affecting the provision of housing that increase costs and/or permit processing time.

   The Planning Commission thought it would be unrealistic to review any changes to county regulations.

Policy 3D-4 was deleted by Planning Commission. It read: Consider establishing a housing development fund, accessible to individuals qualified for affordable housing assistance who are legal residents of the county, administered by an agency and funded by contributions from developers wishing to utilize affordable housing incentives and bonuses, but not wishing to include affordable housing in their own projects.

   The proposed policy had originally been an action item at the end of the chapter that was consolidated into policy. The Planning Commission thought that this policy did not fit well for an unincorporated Whatcom County comprehensive plan, but might fit better in a city comprehensive plan.
Policy 3F-5 was deleted by Planning Commission. It read: Explore and consider various financial incentives and funds to support affordable housing including but not limited to:

- Tax credits for low-income households.
- Creation of a "housing trust fund" to provide dedicated funding for housing priorities set by the jurisdictions involved.
- "Housing levy" that funds affordable housing development.
- Using a "Real Estate Excise Tax" or a "Real Estate Transfer Tax" a County-wide tax or levy to provide a revenue stream for the local housing trust fund for affordable housing.

The proposed policy had originally been several action items at the end of the chapter that were consolidated into policy. The Planning Commission voted to remove it.

Healthy Housing Goal and Policies were deleted by Planning Commission. The Healthy Housing Section read:

**Healthy Housing**

The 1949 Federal Housing Act established the goal of "a decent home and suitable living environment for every American family." As rents rise and affordable housing options are sparse, low-income populations are more likely to select lower-quality housing that they can afford. As a consequence, low-income families and individuals may be more likely to live in housing subject to rodents, mold, lead and asbestos, or structural problems. Not only does this environment jeopardize the health, safety, and welfare of residents, it poses an especially acute risk to sensitive populations like young children and seniors.

**Goal 3I:** All housing is designed and built in a way that facilitates health, sustainability, and efficiency.

**Policy 3I-1:** Ensure that all new housing is constructed from materials that do not contain hazardous elements.

**Policy 3I-2:** Encourage departments to support pollutant-free homes. For example, consider encouraging the fire department to provide households with free or low-cost smoke detectors and carbon monoxide detectors.

**Policy 3I-3:** Work with developers and other agencies to prioritize health in planned construction.

**Policy 3I-4:** Encourage sustainable and "green building" practices.

This section was added in by the Whatcom County Housing Advisory Committee. The Planning Commission thought that most of the issues covered in the proposed section were already covered in building code. The Planning Commission stated that the intent of the section was good, but that building codes should adequately cover these issues. The section was deleted.

Thank you for your consideration of this matter. We look forward to discussing it with you.
Whatcom County Housing Analysis October 2015
# Table of contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>1</td>
</tr>
<tr>
<td>Population trends 1900-2014</td>
<td>1</td>
</tr>
<tr>
<td>Demographic composition 2009-2013</td>
<td>2</td>
</tr>
<tr>
<td>Housing market trends 2000-2014</td>
<td>16</td>
</tr>
<tr>
<td>Critical skills housing capability</td>
<td>22</td>
</tr>
<tr>
<td>Housing cost burden by income group</td>
<td>23</td>
</tr>
<tr>
<td>Publicly Assisted housing</td>
<td>26</td>
</tr>
<tr>
<td>Assisted housing occupant characteristics</td>
<td>27</td>
</tr>
<tr>
<td>Homelessness in 2014</td>
<td>31</td>
</tr>
<tr>
<td>Population projections and allocations</td>
<td>34</td>
</tr>
<tr>
<td>National trends and housing implications</td>
<td>38</td>
</tr>
<tr>
<td>Housing policy implications</td>
<td>40</td>
</tr>
<tr>
<td><strong>Appendices</strong></td>
<td></td>
</tr>
<tr>
<td>A: Glossary</td>
<td>A-1</td>
</tr>
<tr>
<td>B: Population</td>
<td>B-1</td>
</tr>
<tr>
<td>C: CDP UGA boundaries</td>
<td>C-1</td>
</tr>
<tr>
<td>D: ACS 2009-2013</td>
<td>D-1</td>
</tr>
<tr>
<td>E: OFM net migration rates</td>
<td>E-1</td>
</tr>
<tr>
<td>F: Washington Center for Real Estate Research</td>
<td>F-1</td>
</tr>
<tr>
<td>G: Critical skills housing capabilities</td>
<td>G-1</td>
</tr>
<tr>
<td>H: Comprehensive Housing Affordability Statistics</td>
<td>H-1</td>
</tr>
<tr>
<td>I: HUD Pictures of Subsidized Households</td>
<td>I-1</td>
</tr>
<tr>
<td>J: Homeless Count in 2014</td>
<td>J-1</td>
</tr>
<tr>
<td>K: Demographic Trends in the 20th Century</td>
<td>K-1</td>
</tr>
<tr>
<td>L: Housing cost analysis</td>
<td>L-1</td>
</tr>
<tr>
<td><strong>Charts</strong></td>
<td></td>
</tr>
<tr>
<td>1: Whatcom County population 1900-2014</td>
<td>1</td>
</tr>
<tr>
<td>2: Whatcom County net migration 1960-2015</td>
<td>2</td>
</tr>
<tr>
<td>3: Age distribution in Puget Sound, Whatcom Co</td>
<td>3</td>
</tr>
<tr>
<td>4: Median age</td>
<td>4</td>
</tr>
<tr>
<td>5: Percent 65+</td>
<td>4</td>
</tr>
<tr>
<td>6: Average household size</td>
<td>5</td>
</tr>
<tr>
<td>7: Household types</td>
<td>5</td>
</tr>
<tr>
<td>8: Family types</td>
<td>6</td>
</tr>
<tr>
<td>9: Non-family households</td>
<td>6</td>
</tr>
<tr>
<td>10: Percent civilian employed in labor force</td>
<td>7</td>
</tr>
<tr>
<td>11: Percent employed in base industries</td>
<td>7</td>
</tr>
<tr>
<td>12: Workers - self-employed in own business</td>
<td>8</td>
</tr>
<tr>
<td>13: Mean travel time to work in minutes</td>
<td>8</td>
</tr>
<tr>
<td>14: No vehicles available to household</td>
<td>9</td>
</tr>
<tr>
<td>15: Hispanic or Latino of any race</td>
<td>9</td>
</tr>
<tr>
<td>16: Language other than English</td>
<td>10</td>
</tr>
<tr>
<td>17: Resided in same house 1 year ago</td>
<td>10</td>
</tr>
<tr>
<td>18: Percent in detached single-family units</td>
<td>11</td>
</tr>
<tr>
<td>19: Percent in multifamily of 20+ units</td>
<td>11</td>
</tr>
<tr>
<td>20: Percent owner occupied</td>
<td>12</td>
</tr>
<tr>
<td>21: Median house value</td>
<td>12</td>
</tr>
<tr>
<td>22: Percent renter occupied housing units</td>
<td>13</td>
</tr>
<tr>
<td>23: Median rent</td>
<td>13</td>
</tr>
<tr>
<td>24: Median family income</td>
<td>14</td>
</tr>
<tr>
<td>25: Median per capita income</td>
<td>14</td>
</tr>
<tr>
<td>26: Total families in poverty</td>
<td>15</td>
</tr>
<tr>
<td>27: Percent of population in poverty</td>
<td>15</td>
</tr>
<tr>
<td>28: Percent of housing stock added each year</td>
<td>17</td>
</tr>
<tr>
<td>29: Residential building permits as % stock</td>
<td>17</td>
</tr>
<tr>
<td>30: Percent single-family of residential permits</td>
<td>18</td>
</tr>
<tr>
<td>31: Percent multifamily of residential permits</td>
<td>18</td>
</tr>
<tr>
<td>32: Percent multifamily of total housing inventory</td>
<td>19</td>
</tr>
<tr>
<td>33: Percent of existing stock sold per year</td>
<td>19</td>
</tr>
<tr>
<td>34: Median home prices</td>
<td>20</td>
</tr>
<tr>
<td>35: Average apartment rent 2005-2013</td>
<td>20</td>
</tr>
<tr>
<td>36: Apartment vacancy rate 2005-2013</td>
<td>21</td>
</tr>
<tr>
<td>37: Housing Affordability Index (HAI)</td>
<td>21</td>
</tr>
<tr>
<td>38: HAI - First Time Buyer</td>
<td>22</td>
</tr>
<tr>
<td>39: Average wage of critical occupations 2014</td>
<td>22</td>
</tr>
<tr>
<td>40: Home purchasing ability by occupations 2014</td>
<td>23</td>
</tr>
<tr>
<td>41: Monthly rental capability by occupations 2014</td>
<td>23</td>
</tr>
<tr>
<td>42: Percent in income group cost burden - owners</td>
<td>24</td>
</tr>
<tr>
<td>43: Percent in income group cost burden - renters</td>
<td>25</td>
</tr>
<tr>
<td>44: Owner households under $20,000 paying 30%+</td>
<td>26</td>
</tr>
<tr>
<td>45: Renter households under $20,000 paying 30%+</td>
<td>26</td>
</tr>
<tr>
<td>46: Household income per year</td>
<td>28</td>
</tr>
<tr>
<td>47: Per capita income</td>
<td>28</td>
</tr>
<tr>
<td>48: Rent per month</td>
<td>29</td>
</tr>
<tr>
<td>49: Percent minority</td>
<td>29</td>
</tr>
</tbody>
</table>
50: Percent female head of household 30
51: Percent female head of household w/children 30
52: Percent of all persons over age 62+ 31
53: Percent of all persons with a disability 31
54: Reasons for homelessness 32
55: 2014 Whatcom County homeless count 32
56: Homeless households by family type 33
57: Homeless persons by family type 33
58: Age distribution of homeless persons 34
59: Homeless households and housing status 2014 34
60: Whatcom County population projections 35
61: Whatcom County population change 2010-40 35
62: Whatcom County age distribution 2010-40 36
63: Population capacity of undeveloped land 37
64: Dwelling unit capacity of undeveloped lands 37
65: Percent multifamily is of du capacity 37

66: Percent of the US population over age 65 38
67: Percent of US households by type household 38
68: Percent of US households 1-person household 39
69: Percent of US households renter occupied 39
70: Housing cost reductions 43

Tables
1: Whatcom County populations 2000-2014 2
2: HUD income eligibility limits 24
3: HUD cost burden by income group 25
4: Public housing inventory 27
5: HUD assisted housing inventory 2013 27
6: Whatcom County population allocation 2013-36 36
Introduction

This Whatcom County Housing Analysis 2015 was prepared to support the County's 2016-2036 Comprehensive Plan Update in accordance with the Washington State Growth Management Act (GMA). In accordance with GMA requirements, this analysis includes an analysis of:

- Population trends in Whatcom County and its municipal jurisdictions
- Demographic characteristics including age, household status, employment, income, housing tenure, and housing costs
- Housing market trends in Whatcom County compared with the surrounding areas and Washington State including housing affordability
- Housing capability of critical skill occupations within Whatcom County
- Housing cost burdens of all income groups including extremely low, lower, and low income
- Publicly assisted housing inventory including numbers and key sponsors
- Demographic characteristics of occupants of publicly assisted housing units
- Homelessness populations including provisions for shelter
- Population projections and allocations for the 20-year planning period
- National trends in household formations and characteristics of impact on housing needs
- Housing policy implications for Whatcom County including the impact of various incentives

The statistics quoted in this analysis were taken from a variety of sources including the Washington State Office of Financial Management (OFM) and Employment Security Department (ESD), US Bureau of Census American Community Survey (ACS), US Housing & Urban Development (HUD) Comprehensive Housing Affordability Statistics (CHAS), Washington Center Real Estate Research (WCRER), Whatcom County Homeless Count 2014, among others. The time periods for which data is available varies for each source and is noted in the text and charts, and in the detailed spreadsheets included in the Appendices.

Population trends 1900-2014

Whatcom County population - increased from 24,116 persons in 1900 to 207,600 persons by the year 2014 with the lowest annual average growth rate occurring between 1910-1920 of 0.2% and the highest annual average rate growth rate between 1990-2000 of 2.7% (see Chart 1 and Appendix B).

![Chart 1: Whatcom County population composition 1900-2014](image)

Whatcom County’s annual average growth rate was higher between 1990-2000 and 2000-2010 (2.7% and 1.9% respectively) than Washington State (1.9% and 1.3%) and Puget Sound (King, Kitsap, Pierce, and Snohomish Counties at 1.8% and 1.2%).

Whatcom County’s annual average growth rate between 2010-2014 (0.8%), however, was slightly lower than Washington State (0.9%) and Puget Sound (1.0%).
A significant portion of Whatcom County’s population increase has been affected by net migration or the difference between people moving out and people moving into the county (see Appendix A).

Net migration volumes - were lowest into the county between 1980-1985 (4,569 persons) and highest between 1990-1995 (17,838 persons). Annual volumes declined significantly between 2010-2015 (5,313 persons) that may be a result of the economic recession (Chart 2).


Whatcom County’s future population trends may be affected significantly by the attraction(s) the county may have to in-migrant persons particularly for specific age groups.

Whatcom County jurisdiction populations - increased from 1900-2014 with the largest concentrations in Bellingham (82,810 persons in 2014), Lynden (12,920 persons in 2014), and Ferndale (12,710 persons in 2014) and the lowest concentrations in Nooksack (1,435 persons in 2014) and Sumas (1,468 persons in 2014).

Unincorporated Whatcom County population remains a significant portion of the county total representing 45% of the county in 1900 and 43% in 2014.

<table>
<thead>
<tr>
<th>Table 1: Whatcom County population 2000-2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incorporated areas</td>
</tr>
<tr>
<td>Bellingham</td>
</tr>
<tr>
<td>Blaine</td>
</tr>
<tr>
<td>Everson</td>
</tr>
<tr>
<td>Ferndale</td>
</tr>
<tr>
<td>Lynden</td>
</tr>
<tr>
<td>Nooksack</td>
</tr>
<tr>
<td>Sumas</td>
</tr>
<tr>
<td>Unincorporated</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

Source: Washington State Office of Financial Management (OFM)

Demographic composition 2009-2013

The American Community Survey (ACS) - is an ongoing statistical survey by the US Census Bureau, sent to approximately 250,000 addresses monthly (or 3,000,000 per year). The ACS regularly gathers information previously contained only in the long form of the decennial census. It is the largest survey other than the decennial census that the Census Bureau administers.

The following demographic characteristics are taken from the ACS’s most current compilations for the combined 2009 to 2013 years for Whatcom County in total and each municipal jurisdiction including Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas.

The ACS also collects data for unincorporated census designated places (CDPs) that include Birch Bay, Kendall, and Peaceful Valley that include Whatcom County urban growth areas (UGAs) though the ACS boundaries do not coincide with the County’s UGA boundaries (see Appendix C). Data for other unincorporated Whatcom County was determined by subtracting the subtotals for municipal...
jurisdictions and CDPs from the Whatcom County totals and is depicted in the charts as (other) unincorporated.

**Age distribution** - before World War II, the nation’s population was distributed within a triangle (pyramid if male and female are arrayed side by side) where the greatest proportion of the population was in the youngest age group (0-5 years) that gradually declined in proportion into the older years due to age-related attrition until it reached zero or no living persons.

The war, however, displaced men from the home front putting off normal family rearing and fertility. When the war ended, and men returned, births were concentrated in the post-war years creating a “baby boom” or bulge in the age distribution.

Births, or the birth rate, declined after the “baby boom”, however, due to a number of post-war factors including an increasing divorce and marriage dissolution rate, a higher percentage of working mothers, and a desire for smaller families including an increasing proportion who do not desire having children. Health advances also increased life expectancies extending the proportion of the population that lives into advanced years.

Age distribution charts reflect a “bell-jar” rather than a pyramid as the “baby boom” ages into the upper age brackets and the following population is proportionally smaller (Chart 3).

**Whatcom County’s 2013 age distribution** - reflects these factors as well as the unique attractions the county has for select age-related populations. Compared with Puget Sound, Whatcom County has a slightly lower percentage of its population 0-14 years and 25-54 years and a slightly higher percentage concentration 55-85+ years. The County has a significant concentration in 20-24 years due to the student population at Western Washington University, Whatcom Community College, and Bellingham Technical College (Chart 3).

**Median age** - in Whatcom County (36.5 years) is slightly lower than Puget Sound (37.0), Washington State (37.3), and the US (37.3). Within Whatcom County, Blaine (44.7) and Birch Bay (44.2) have the highest median ages and Kendall (27.7), Nooksack (30.4), Bellingham (30.9), and Sumas (31.0) the lowest reflecting the age-specific attractions each community has developed (Chart 4).
Percent of the population 65 years and older - is higher in Whatcom County (14%) than Puget Sound (11%), Washington State (13%), and the US (13%). Within Whatcom County, Blaine (22%), Lynden (20%), and Birch Bay (19%) have the highest percentage 65 years and older and Kendall (6%), Nooksack (7%), and Peaceful Valley (7%) the lowest due to age-specific attractions (Chart 5).

Average household size - is slightly lower in Whatcom County (2.50 persons per household) than in Puget Sound (2.56), Washington State (2.54), and the US (2.63). Within Whatcom County, Nooksack has the highest average household size (3.19) and Blaine (2.22), Birch Bay (2.27), and Bellingham (2.28) the lowest (Chart 6).
Average household sizes have declined in general due to the same factors affecting age distribution as well as the increasing numbers of all age groups who are choosing to live alone due to age or preference.

Differences in household size in Whatcom County are also due to select differences each community has in attracting and supporting different household types with Nooksack attracting families with children, Blaine and Birch Bay empty-nester households whose children have likely grown and left home, and Bellingham a high college student population.

**Household types** - include a slightly lower percentage in families in Whatcom County (62%) than Puget Sound (63%), Washington State (65%), and the US (66%). Within Whatcom County, Nooksack has the highest percentage of family households (87%) and Bellingham the lowest (48%) (Chart 7).

**Married couple families** - constitute a slightly higher percentage of all families in Whatcom County (80%) than Puget Sound (78%), Washington State (77%), and the US (73%). Within Whatcom County, Blaine has the highest percentage of married couples (92%) and Bellingham (72%) and Everson (73%) the lowest (Chart 8).

**Male-headed families** - constitute a lower percentage of all families in Whatcom County (5%) than Puget Sound (7%), Washington State (7%), and the US (7%). Within Whatcom County, Birch Bay has the highest percentage of male-headed families and Blaine (0%) and Kendall (0%) the lowest (Chart 8).

**Female-headed families** - constitute a slightly lower percentage of all families in Whatcom County (15%) than Puget Sound (16%), Washington State (16%), and the US (16%). Within Whatcom County, Bellingham (21%) and Kendall (21%) have the highest percentage and Blaine (8%) and Birch Bay (9%) the lowest (Chart 8).
**Chart 8**

**Family types**

![Chart showing family types](chart8.png)

*Married couple  *Male headed  *Female headed

Source: American Community Survey (ACS) 2000-2013

**Single-parent (male and female-headed) households** - are proportionally more sensitive than two-parent households to factors contributing to poverty and sub-standard living conditions such as housing costs, health care costs, and other increases in the cost of living. The number of such households is increasing at a faster rate than households with two parents. Shifts in proportions of various groups comprising county population also shift the need for various types and sizes of housing. Some families require larger homes to accommodate larger extended families. Some groups, such as single-parent households, require smaller and more efficient housing due to lower incomes resulting from a single working parent.

**Percent of non-family households living alone** - of all nonfamily households is lower in Whatcom County (72%) than Puget Sound (77%), Washington State (78%), and the US (82%). Within Whatcom County, Kendall (100%), Lynden (95%), Sumas (94%), and Blaine (91%) have the highest percentage and Peaceful Valley (63%) and Bellingham (66%) the lowest (Chart 9).

**Non-family households living alone over the age 65** - is higher in Whatcom County (25%) than Puget Sound (22%) but lower than Washington State (26%), and the US (29%). Within Whatcom County, Lynden (57%) and Kendall (44%) have the highest percentage and Peaceful Valley (16%) the lowest (Chart 9).

**Chart 9**

**Non-family households**

![Chart showing non-family households](chart9.png)

*Living alone  *Over 65

Source: American Community Survey (ACS) 2000-2013

**Percent civilians employed in the labor force** - is slightly lower in Whatcom County (58%) than Puget Sound (61%) but similar with Washington State (58%), and the US (58%). Within Whatcom County, Nooksack and Peaceful Valley (48%) have the highest percentage and Peaceful Valley (48%) and Blaine (51%) the lowest (Chart 10).
Percent civilians employed in base industries (agriculture, mining, manufacturing) - is slightly higher in Whatcom County (21%) than Puget Sound (18%), Washington State (19%), and the US (19%). Within Whatcom County, Kendall (38%) and Everson (37%) have the highest and Bellingham (15%) the lowest (Chart 11).

Percent self-employed in own business - is slightly higher in Whatcom County (7%) than Puget Sound (6%), Washington State (6%), and the US (6%). Within Whatcom County, Ferndale (10%) and Peaceful Valley (9%) have the highest percentage and Kendall (0%), Nooksack (2%), and Sumas (3%) the lowest (Chart 12).
**Mean travel time to work in minutes** - is lower in Whatcom County (20.9 minutes) than Puget Sound (28.0), Washington State (25.7), and the US (25.5). Within Whatcom County, Kendall (35.1) and Peaceful Valley (31.5) have the longest commute and Bellingham (17.8) the shortest (Chart 13).

**No vehicles available to household** - is slightly higher in Whatcom County (9%) than Puget Sound (6%), Washington State (8%), and the US (7%). Within Whatcom County, Kendall (16%) has the highest percentage without a vehicle and Nooksack (2%) and unincorporated (2%) the lowest (Chart 14).
Hispanic or Latino of any race - is lower in Whatcom County (8%) than Puget Sound (9%), Washington State (11%), and the US (17%). Within Whatcom County, Everson (19%) and Sumas (18%) have the highest percentage and Kendall (0%) the lowest (Chart 15).

Primary language other than English - is lower in Whatcom County (12%) than Puget Sound (21%), Washington State (19%), and the US (21%). Within Whatcom County, Peaceful Valley (29%) has the highest percentage and Kendall (7%) the lowest (Chart 16).
Resided in same house 1 year ago - is about the same in Whatcom County (83%) and Puget Sound (82%), Washington State (83%), and the US (85%). Within Whatcom County, Everson (90%), unincorporated (90%), Ferndale (89%), Lynden (89%), and Birch Bay (89%) have the highest percentage and Peaceful Valley (69%) the lowest (Chart 17).

Percent in detached single-family units - which does not include mobile homes, is about the same in Whatcom County (63%) and Puget Sound (60%), Washington State (63%), and the US (62%). Within Whatcom County, Nooksack (85%) has the highest percentage and Bellingham (47%) and Peaceful Valley (52%) the lowest (Chart 18).
Percent in detached single family units - data is presented in a bar chart showing the percentage of households in detached single family units for various regions. The chart shows the percentage of housing units in each category across different areas.

Percent in multifamily of more than 20+ units - data is presented in a bar chart showing the percentage of households in multifamily units of more than 20 units for various regions. The chart shows the percentage of housing units in each category across different areas.

Percent owner occupied - data is presented in a bar chart showing the percentage of owner-occupied households for various regions. The chart shows the percentage of housing units in each category across different areas.

Source: American Community Survey (ACS) 2009-2011
Median house value in 2013 - is lower in Whatcom County ($277,000) than Puget Sound ($324,111) but higher than Washington State ($262,100) and the US ($176,700). Within Whatcom County, Blaine ($286,200) and Bellingham ($286,100) have the highest and Peaceful Valley ($132,900) the lowest (Chart 21).

Percent renter occupied - is slightly lower in Whatcom County (37%) than Puget Sound (39%) but comparable to Washington State (37%) and higher than the US (35%). Within Whatcom County, Bellingham (54%) and Peaceful Valley (45%) have the highest percentage and Nooksack (19%), Birch Bay (19%), and unincorporated (20%) the lowest (Chart 22).
Median rent in 2013 - for all rental units is lower in Whatcom County ($890) than Puget Sound ($1,094), Washington State ($973), and the US ($904). Within Whatcom County, Birch Bay ($1,013) and Nooksack ($959) have the highest and Blaine ($683) and Everson ($700) the lowest (Chart 23).

Median family income - is lower in Whatcom County ($68,159) than Puget Sound ($84,049) and Washington State ($72,168) but higher than the US ($64,719). Within Whatcom County, Blaine ($86,008) has the highest income and Kendall ($36,473) and Peaceful Valley ($44,071) the lowest (Chart 24).
**Per capita income** - is lower in Whatcom County ($26,530) than Puget Sound ($35,207), Washington State ($30,742), and the US ($28,155). Within Whatcom County, Blaine ($34,358) has the highest income and Kendall ($17,182) and Peaceful Valley ($17,320) the lowest (Chart 25).

**Percent of families in poverty** - is higher in Whatcom County (10.2%) than Puget Sound (7.5%) and Washington State (9.0%) but lower than the US (11.3%). Within Whatcom County, Everson (17.3%) and Peaceful Valley (16.6%) have the highest percentages and Blaine (5.2%) the lowest (Chart 26).
**Percent of the population in poverty** - is higher in Whatcom County (16.4%) than Puget Sound (11.4%), Washington State (13.4%), and the US (15.4%). Within Whatcom County, Bellingham (24.1%) is the highest and Sumas (7.2%) the lowest (Chart 27).

**Implications**

**Whatcom County demographics in general** - are similar to Puget Sound within the municipal jurisdictions, Bellingham in particular, reflecting the county’s continuing urbanization along the I-5 corridor. Western Washington University (WWU), Port of Bellingham, Cherry Point, and other major regional enterprises have influenced employment, housing, services, and other facilities that have attracted age-specific populations and households.

Even so, Whatcom County in total is less urban than Puget Sound with more base industry (agriculture, forestry, and manufacturing) employment, lower incomes, lower housing costs, and less ethnic, non-English speaking populations.

**Specific jurisdictions within Whatcom County** - reflect the iterative influence of age and household-specific relationships to employment, housing, and services where Nooksack, for example, is
predominantly married couple family, single-family housing stock, owner occupied, car commuting compared with Bellingham which includes more non-family households, multifamily housing stock, renter occupied, and bike and transit commuting.

Whatcom County's future demographics, particularly the composite social characteristics of each municipal jurisdiction, will largely depend on how specific demographics groups are attracted to each municipal jurisdiction by each jurisdiction's unique economic, land use, transportation, and housing conditions and public policies.

**Housing market trends 2000-2014**

**Washington Center for Real Estate Research (WCRER)** - is an industry-focused unit within the Runstad Center for Real Estate Studies housed within the College of Built Environments at the University of Washington (UW). The Board of Regents at Washington State University (WSU) initially established the WCRER to provide a bridge between academic study and research on real estate topics and the professional real estate industries. It served that mission at WSU until merging with the Runstad Center at the beginning of 2012.

Much of the work at WCRER is driven by the legislation (RCW 18.85.741) that created the real estate research fund surcharge on new real estate licensees and renewals. The purpose of a real estate research center in Washington State is to provide credible research, value-added information, education services and project-oriented research to real estate licensees, real estate consumers, real estate service providers, institutional customers, public agencies, and communities in Washington State and the Pacific Northwest region. The center may:

- Conduct studies and research on affordable housing and strategies to meet the affordable housing needs of the state;
- Conduct studies in all areas directly or indirectly related to real estate and urban or rural economics and economically isolated communities;
- Disseminate finding and results of real estate research conducted at or by the center or elsewhere, using a variety of dissemination media;
- Supply research results and educational expertise to the Washington state real estate commission to support its regulatory functions, as requested;
- Prepare information of interest to real estate consumers and make the information available to the general public, universities, or colleges, and appropriate state agencies;
- Encourage economic growth and development within the state of Washington;
- Prepare information of interest to real estate consumers and make the information available to the general public, universities, or colleges, and appropriate state agencies;
- Encourage economic growth and development within the state of Washington;
- Support the professional development and continuing education of real estate licensees in Washington;
- Study and recommend changes in state statutes relating to real estate; and
- Develop a vacancy rate standard for low-income housing in the state.

WCRER collates real estate data and trends including building permits, construction, sales, and vacancies on a county and statewide basis. The most recent data available from WCRER is for the 2000-2014 years (see Appendix D).

**Whatcom County Real Estate Research Committee** - is a non-profit organization whose sole purpose is to provide current real estate market information through its publication, The Whatcom County Real Estate Research Report. The Research Report is published once a year (June) covering the commercial and residential real estate markets, as well as data on interest rates, employment, and population, augmenting the information available from WCRER.

**Percent of housing stock added to the total inventory each year** - were higher in Whatcom County in the years 2000-2005 (3.6% to 3.1%) than Puget Sound (3.0% to 1.9%) and Washington State (2.8% to
2.0%) based on the annual housing construction data WCRER collected from each and all counties in the state. Conversely, the percent of housing stock added to the total inventory was lower in Whatcom County in the years 2006-2012 (1.7% to 0.7%) than Puget Sound (1.8% to 1.2%) and Washington State (1.9% to 1.0%) (Chart 28).

Residential building permits as percent of existing housing stock are higher in Whatcom County in the years 2000-2005 (2.2% to 3.0%) than Puget Sound (1.8% to 1.9%) and Washington State (1.6% to 2.0%). Conversely, the percent residential building permits were of housing stock added to the existing inventory was lower in Whatcom County in the years 2006-2012 (1.7% to 0.7%) than Puget Sound (1.8% to 1.2%) and Washington State (1.8% to 1.0%) (Chart 29).

The trends indicate the recent economic recession may have had a greater impact on Whatcom County's economy and homebuilding industry in particular.

Percent single-family units are of all residential building permits were higher in Whatcom County in the years 2000-2002 (65.1% to 72.0%) than Puget Sound (55.7% to 69.9%) then lower from 2003-2005 (64.4% to 60.4%) than Puget Sound (74.2% to 70.3%) then significantly higher from 2006 to 2012 (79.7% to a peak of 92.6% in 2009 then down to 76.6% in 2012) than Puget Sound (61.1% to a peak of 70.0% in 2009 then down to 47.0% in 2012) and Washington State (74.3% to a peak of 76.4% in 2009 then down to 58.7% in 2012) (Chart 30).
Percent single family are of residential building permits -

Percent multifamily units are of all residential building permits - were lower in Whatcom County in the years 2000-2002 (34.2% to 28.0%) than Puget Sound from 2000-2002 (44.3% to 30.1%) but higher from 2003-2005 (35.6% to 33.6%) and Washington State 2000-2005 (34.9% to 21.6%) but higher than Washington State (1.6% to 2.0%). Conversely, the percent multifamily of all building permits were lower in Whatcom County in the years 2006-2012 (20.3% to 23.4%) than Puget Sound (38.9% to 53.0%) and Washington State (28.7% to 41.3%) (Chart 31).

Percent multifamily of total housing inventory - was lower and slightly declined in Whatcom County from 2000-2012 (36% to 35%) than Puget Sound (37% to 37%), but higher than Washington State (35% to 34%) (Chart 32).
The trends indicate the recent economic recession may have had a greater impact on Whatcom County’s multifamily homebuilding than single-family homebuilding industry products than was evidenced in Puget Sound and Washington State.

Percent of existing stock sold per year - was lower in Whatcom County from 2000-2012 (3.7% to 2.5%) than Puget Sound (4.3% to 3.2%) and Washington State (4.2% to 3.4%) (Chart 33).

Median home prices - increased in Whatcom County from 2000 ($146,500) to peak in 2007 ($290,000) at the height of the housing bubble but were below Puget Sound in 2000 ($209,273) and 2007 ($388,682) and Washington State in 2000 ($176,300) and 2007 ($309,600). Whatcom County home prices declined from the 2007 peak ($290,000) but have recovered slightly by 2012 ($250,000) consistent with the trends in Puget Sound from 2007 ($388,682) to 2012 ($286,760) and Washington State from 2007 ($309,600) to 2012 ($234,200) though Whatcom County home prices have now surpassed the prices in Washington State (Chart 34).
**Average apartment rents 2005-2013** - increased in Whatcom County from 2005 (the dates collected by WCRER) to 2013 ($701 to $822) but significantly below Puget Sound from 2005-2013 ($798 to $1,120) and Washington State ($757 to $1,052) (Chart 35).

**Apartment vacancy rates 2005-2013** - were considerably lower in Whatcom County from 2005-2013 (3.3% to 1.2%) than Puget Sound (6.5% to 4.0%) and Washington State (6.2% to 3.9%) (Chart 36).
Normally apartment rents would increase as vacancies tighten in the market indicating other factors may have caused Whatcom County apartment rents to remain relatively unaffected possibly including the age and location of the units and the inability of the occupants to pay more, particularly if Western Washington University students.

**WCRER's Housing Affordability Index (HAI)** - is based on the ability of a middle income family to acquire a median price home under typical market rate down payment requirements (20%) and mortgage terms (30-year) and interest rates assuming lending institutions will not underwrite a home loan with monthly payments that exceed 25% of the buyer's income. An index of 100 reflects a balance between a family's ability to pay and the cost of housing. An index above 100 indicates housing is more affordable while an index below 100 indicates housing is less affordable.

**Whatcom County's HAI** - reflected market conditions indicating a good balance between household income and home prices from 2000-2004 (128.2 to 98.1 HAI) that declined from 2005-2007 (83.2 to 81.8) and during the housing recession than improved from 2008-2012 (103.3 to 149.0). Whatcom County's HAI, however, has generally been consistently lower than Washington State as home prices have risen more in Whatcom County than the state as a whole (Chart 37).

**WCRER's First Time HAI** - assumes the first time buying family has an income 70% of the median household income buying a home 85% of the area's median home prices with lesser down payment requirements (typically 10%) but the same 25% limit on the buyer's income for housing costs (Chart 38).
Critical skill housing capabilities

Washington State Employment Security Department (ESD) - publishes Occupational Employment & Wage Estimates for occupations in Washington State and for major metropolitan statistical areas (MSAs) like the Bellingham MSA that includes all of Whatcom County. A sample of critical public and private skill occupations was taken from the 2014 ESD to compare they ability to pay for housing (see Appendix E).

Whatcom County critical skills comparisons - were made for firefighters ($62,213 average annual income), police patrol officers ($75,088), primary and secondary teachers ($60,855), healthcare support workers ($35,194), accountants ($66,639), carpenters ($43,956), retail sales persons ($27,144), and food preparation works ($22,963) - compared with the Whatcom County average wage ($41,332) (Chart 39).

Whatcom County’s First Time HAI - reflects trends in the overall HAI and the impacts of the housing recession from 2005-2007. However, Whatcom County’s HAI has never reach an index of 100.0 indicating there is a negative relationship between first time buyer income and their ability to find housing at a suitable price and keep monthly mortgage payments below 25% of their monthly income. Whatcom County’s First Time HAI has also dropped considerably below Washington State by 2012 (82.8 compared to 100.3) indicating Whatcom County First Time Buyers are more adversely affected than First Time Buyers in the state as a whole.

Implications
The trends analyzed by WCRER indicate recent economic recession and burst housing bubble had a more pronounced effect in Whatcom County than in Puget Sound and Washington State resulting in a loss of residential building activity, particularly for multifamily housing products, a decline in home prices that has not recovered to the peak levels, and a negative ability for First Time Buyers to obtain housing at a cost within 25% of their income.
Housing capabilities - were calculated for each skill assuming buyers could spend 25% of household income for mortgage payment exclusive of utilities, taxes, insurance, and maintenance for a 30-year loan with 10% down and an interest rate of 4.00%, and renters 30% of household income for rent exclusive of utilities.

Critical skills buying capability - in 2013 all types of sale housing ($277,000) was above what could be financed with 25% of income by a food preparation worker ($110,277), retail sales person ($130,295), healthcare support worker ($168,935), carpenter ($211,055), or the average wage earner in Whatcom County ($198,410). All public employees, including teachers, firefighters, and police officers, and accountants and carpenters could afford to rent a median value apartment for 30% of their income (Chart 41).

Chart 40

Home purchasing capability by occupation in 2014

Critical skills renting capability - in 2013 all types of rental units ($890) was above what could be financed with 30% of income by a food preparation worker ($574), retail sales person ($679), or healthcare support worker ($880) but within the capability of the average wage earner in Whatcom County ($1,033). All public employees, including teachers, firefighters, and police officers, and accountants and carpenters could afford to rent a median value apartment for 30% of their income (Chart 41).

Chart 41

Monthly rental capability by occupation in 2014

Implications

Median house values and apartment rents in Whatcom County are beyond the ability of the example retail sales, food preparation, and healthcare workers to be able to afford within 25% of income for purchase and 30% of income for rent. These example households must either have 2 or more working members to be able to reasonably afford housing in Whatcom County or be paying beyond the 25-30% allowance considered financial viable and solvent.

Housing cost burden by income group

Publicly assisted housing income ranges - are established by the US Housing & Urban Development Department (HUD) for each community in the nation based on the income and housing cost
factors within each community. HUD income range classifications include:

- **Extremely Low Income** - a family’s annual income must not exceed approximately 30% of the Area Median Income (note - this limit is often higher than 30% of the AMI because the limit must be greater than state poverty guidelines).
- **Very Low Income** - a family’s annual income must not exceed approximately 50% of the Area Median Income (AMI).
- **Low Income** - a family’s annual income must not exceed approximately 80% of the Area Median Income (AMI).

The percentages are approximations and vary by family size as published by HUD for Whatcom County:

<table>
<thead>
<tr>
<th>Household size</th>
<th>Extremely Low Income</th>
<th>Very Low Income</th>
<th>Low Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 person</td>
<td>$14,250</td>
<td>$23,700</td>
<td>$37,900</td>
</tr>
<tr>
<td>2 persons</td>
<td>$16,250</td>
<td>$27,050</td>
<td>$43,300</td>
</tr>
<tr>
<td>3 persons</td>
<td>$20,090</td>
<td>$30,450</td>
<td>$48,700</td>
</tr>
<tr>
<td>4 persons</td>
<td>$24,250</td>
<td>$33,800</td>
<td>$54,100</td>
</tr>
<tr>
<td>5 persons</td>
<td>$28,410</td>
<td>$36,550</td>
<td>$58,450</td>
</tr>
<tr>
<td>6 persons</td>
<td>$32,570</td>
<td>$39,250</td>
<td>$62,800</td>
</tr>
<tr>
<td>7 persons</td>
<td>$36,730</td>
<td>$41,950</td>
<td>$67,100</td>
</tr>
<tr>
<td>8 persons</td>
<td>$40,890</td>
<td>$44,650</td>
<td>$71,450</td>
</tr>
</tbody>
</table>

Source: HUD, Income Eligibility Limits by Household Size, Whatcom County 2014

**HUD’s affordable housing cost standards** - indicate a household should not pay more than 25% for direct housing costs (rent or mortgage) or 30% for all costs including utilities, maintenance, insurance, and other incidentals. HUD’s Comprehensive Housing Affordability Statistics (CHAS) data correlates what income groups are actually paying for mortgages or rents in relation to a percentage of income compared with HUD’s Annual Median Family Income (HAMFI) ranges for municipal jurisdictions (see Appendix F).

**Whatcom County owner households** - include 49,675 according to CHAS’s ACS 2007-2011 data (most recently available) of which 2,840 households or 5.7% were extremely low income (equal to or below 30% of HUD’s Average Median Family Income (HAMFI)), 3,770 or 7.6% very low income (30-50% of HAMFI), 7,195 or 14.5% low income (50-80% of HAMFI), 5,515 or 11.1% low-middle income (80-100% of HAMFI), and 30,355 or 61.1% middle income (Chart 42).
**Whatcom County total renter households** - include 29,325 of which 7,555 households or 25.8% were extremely low income, 5,060 or 17.3% very low income, 6,730 or 22.9% low income, 2,845 or 9.7% low-middle income, and 7,130 or 24.3% middle income (Chart 43).

**Table 3**

<table>
<thead>
<tr>
<th>Owner household income</th>
<th>&gt;30%</th>
<th>&gt;50%</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;=30% HAMFI</td>
<td>2,225</td>
<td>1,840</td>
<td>2,840</td>
</tr>
<tr>
<td>&gt;=30% to &lt;=50% HAMFI</td>
<td>2,390</td>
<td>1,500</td>
<td>3,770</td>
</tr>
<tr>
<td>&gt;=50% to &lt;=80% HAMFI</td>
<td>3,470</td>
<td>1,280</td>
<td>7,150</td>
</tr>
<tr>
<td>&gt;=80% to &lt;100% HAMFI</td>
<td>2,325</td>
<td>495</td>
<td>5,515</td>
</tr>
<tr>
<td>&gt;100% HAMFI</td>
<td>5,655</td>
<td>825</td>
<td>30,355</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>16,065</strong></td>
<td><strong>5,940</strong></td>
<td><strong>49,675</strong></td>
</tr>
</tbody>
</table>

**Renter household income** | >30% | >50% | Total |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;=30% HAMFI</td>
<td>6,055</td>
<td>5,480</td>
<td>7,555</td>
</tr>
<tr>
<td>&gt;=30% to &lt;=50% HAMFI</td>
<td>4,285</td>
<td>2,140</td>
<td>5,060</td>
</tr>
<tr>
<td>&gt;=50% to &lt;=80% HAMFI</td>
<td>3,360</td>
<td>495</td>
<td>6,730</td>
</tr>
<tr>
<td>&gt;=80% to &lt;100% HAMFI</td>
<td>510</td>
<td>65</td>
<td>2,845</td>
</tr>
<tr>
<td>&gt;100% HAMFI</td>
<td>265</td>
<td>60</td>
<td>7,130</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>14,475</strong></td>
<td><strong>8,240</strong></td>
<td><strong>29,325</strong></td>
</tr>
</tbody>
</table>

**Source:** HUD Cost Burden by Income Group, ACS 2007-2011

The percentage of Whatcom County owner households with incomes below $20,000 paying more than 30% of income for housing costs was significant but lower in Whatcom County (73.9%) than Puget Sound counties (Snohomish County (84.1%), Pierce County (81.8%), Kitsap County (83.5%), King County (88.2%), Washington State (76.5%), and the US (73.2%). Within Whatcom County, the percentage of owner households with income below $20,000 paying more than 30% was highest in Nooksack (90.3%) and Ferndale (89.9%) and lowest in Blaine (16.1%) (Chart 44).

**Percent of renter households paying more than 30% for housing by income group** - was significant in 2007-2011 for extremely low income (80.1%), very low income (84.7%), low income (49.9%), low-middle income (17.9%), and middle-upper income (3.7%) ranges.

**Percent of renter households paying more than 50% for housing by income group** - remained significant in 2007-2011 for extremely low income (72.5%), very low income (42.3%), low income (7.4%), low-middle income (2.3%), and middle income (0.8%) ranges.
The percentage of Whatcom County renter households with incomes below $20,000 paying more than 30% of income for rental housing costs - was significant but comparable in Whatcom County (88.1%) with Puget Sound counties (Snohomish County (87.9%), Pierce County (92.1%), Kitsap County (88.9%), King County (89.1%), Washington State (89.4%), and the US (88.7%). Within Whatcom County, the percentage of renter households with income below $20,000 paying more than 30% was highest in Nooksack (100.0%) and lowest in Blaine (64.4%) (Chart 45).

Implications
Significant percentages of extremely low, very low, and low-income households in Whatcom County are paying more for ownership and rent than they can feasibly afford to pay and still have sufficient income for transportation, health care, clothing, food, and the like. Housing cost burdened households is most prevalent in the lowest income groups but remains a problem in all income groups, particularly those paying more than 50% of income for housing.

Publicly assisted housing
Assisted and subsidized housing - has been developed in Whatcom County by a wide variety of sponsors including:

- Bellingham/Whatcom Housing Authority - own and/or manages 1,712 subsidized units that house families, the elderly, and disabled people. The Authority also has 1,891 Shelter Plus Care and Section 8 rental assistance vouchers distributed throughout the County. Although the Bellingham/Whatcom Housing Authority
facilitates the provision of a total of 3,603 subsidized housing units, they do not receive sufficient funding to provide housing assistance to all of the families in need in the County. Most of the funding they do receive cannot be recaptured.

- **Whatcom/Skagit Homes Program** - funded by the US Department of Agriculture (USDA) Rural Development in rural parts of the County.
- **Habitat for Humanity of Whatcom County** - building single-family homes affordable to very low-income homebuyers.
- **Kulshan Community Land Trust (CLT)** - providing affordable homeownership opportunities that remain affordable for each successive owner of the CLT homes.
- **Archdiocesan Housing Authority and Intercommunity Mercy Housing** - own and manage nonprofit rental housing affordable to low-income households.
- **City of Bellingham’s housing programs** - use federal funds to rehabilitate existing housing units, acquire housing units or land for housing, new construction, assistance to homebuyers, rental assistance to tenants, and assistance to homeless households and those at risk of becoming homeless.
- **Mobile and manufactured homes** - are allowed throughout the County where single-family housing units are allowed and often provide housing to low-income populations.

The Whatcom County Health Department conducted a detailed inventory of affordable housing resources and determined the total number of assisted public and nonprofit affordable housing units included 4,901 housing units equal to 9,877 bedrooms.

<table>
<thead>
<tr>
<th>Table 4</th>
<th>Public housing inventory 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing type</td>
<td>Bedrooms</td>
</tr>
<tr>
<td>Rental housing units</td>
<td>5,229</td>
</tr>
<tr>
<td>Permanent rental assistance-housing vouchers</td>
<td>3,511</td>
</tr>
<tr>
<td>Homeownership assistance</td>
<td>175</td>
</tr>
<tr>
<td>Permanent supportive housing</td>
<td>219</td>
</tr>
<tr>
<td>Emergency shelter and transitional housing</td>
<td>743</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>9,877</strong></td>
</tr>
</tbody>
</table>

Source: Bellingham/Whatcom County Housing Action Plan 2008

**Publicly assisted housing occupant characteristics**

**HUD’s Pictures (demographic characteristics) of Subsidized Households** - is compiled using extrapolated statistical samples from the American Community Survey (ACS) for 2009-2013 of the assisted housing inventory in Whatcom County (see Appendix G).

<table>
<thead>
<tr>
<th>Table 5</th>
<th>HUD assisted housing inventory 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Units</td>
</tr>
<tr>
<td>Bellingham</td>
<td>1,900</td>
</tr>
<tr>
<td>Blaine</td>
<td>137</td>
</tr>
<tr>
<td>Everson</td>
<td>17</td>
</tr>
<tr>
<td>Ferndale</td>
<td>171</td>
</tr>
<tr>
<td>Lynden</td>
<td>41</td>
</tr>
<tr>
<td>Nooksack</td>
<td>2</td>
</tr>
<tr>
<td>Sumas</td>
<td>22</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,537</strong></td>
</tr>
</tbody>
</table>

Source: HUD Pictures of Subsidized Households

**Median income of households in assisted housing units** - in Whatcom County ($12,503) were slightly lower than Washington State ($12,555). Within Whatcom County, Blaine ($14,439) and Everson ($14,347) had the highest median and Bellingham ($12,032) and Sumas ($12,230) the lowest (Chart 46).
Per capita income of households in assisted housing units - in Whatcom County ($6,717) were slightly higher than Washington State ($6,103). Within Whatcom County, per capita household income is highest for residents of assisted units in Lynden ($7,156) and Bellingham ($7,110) had the highest per capita incomes and Everson ($4,415) the lowest (Chart 47).

Average monthly rents based on ability to pay - were slightly lower in Whatcom County ($320) than Washington State ($322) but vary by Whatcom County locality from the highest in Lynden ($377) and lowest in Sumas ($296) (Chart 48).
The percent of publicly assisted households that are minority - in Whatcom County (17%) is significantly lower than Washington State (38%). Within Whatcom County, the percent of housing assisted households that are minority is highest in Everson (31%) and lowest in Lynden (8%) (Chart 49).

The percent of housing assisted households that are headed by a female - in Whatcom County (73%) is slightly higher than Washington State (69%). Within Whatcom County, the percent of housing assisted households that are headed by a female is highest in Everson (100%) and lowest in Bellingham (71%) (Chart 50).
The percent of housing assisted households that are headed by a female with children - under the age of 18 in Whatcom County (28%) is the same as Washington State (28%). Within Whatcom County, the percent of housing assisted households that are headed by a female with children is highest in Everson (69%) and lowest in Bellingham (24%) (Chart 51).

The percent of housing assisted households whose head or spouse is over age 62 - in Whatcom County (29%) is lower than Washington State (34%). Within Whatcom County, the percent of housing assisted households whose head or spouse is over age 62 is highest in Blaine (40%) and lowest in Everson (13%) (Chart 52).
The percent of housing assisted households with a disability - in Whatcom County (34%) is higher than Washington State (27%). Within Whatcom County, the percent of housing assisted households with a disability is highest in Bellingham (39%) and lowest in Blaine (17%) and Everson (17%) (Chart 53).

Implications
Characteristics of the occupants of publicly assisted housing units in Whatcom County mirror the characteristics of lower-income households, particularly those paying more than 30% and 50% of income for housing. Female-headed households, female-headed households with children, and persons with disabilities constitute a significant proportion of the assisted housing population in Whatcom County.

Homelessness in 2014

A Home for Everyone: Whatcom County's Coalition to End Homelessness 2014 Annual Report - was sponsored by the Whatcom County Health Department, City of Bellingham, Whatcom County Coalition to End Homelessness, and the Whatcom Homeless Service Center at Opportunity Council. The annual homeless count is conducted in January of each year to gather information on homeless persons, homeless youth, public school students and
their families, and coordinated homeless housing services (see Appendix H).

The "Point-in-Time" counts are a snapshot and may not capture all who cycle in and out of homelessness over the course of a year. The counts are approximate as it is difficult to find where all unsheltered people may reside in unconventional shelter including tents, abandoned cars, and other means for the night of the count.

**Reasons for homelessness in Whatcom County** - is a result of multiple factors principally including economic (43%), domestic violence (29%), job loss (24%), mental illness (23%), end of temporary living situation (22%), alcohol or drug use (21%), eviction (20%), illness (20%), and other factors (Chart 54).

**Chart 54**

<table>
<thead>
<tr>
<th>Reasons for Homelessness</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aged out of foster care</td>
<td>0%</td>
</tr>
<tr>
<td>Out of home youth</td>
<td>1%</td>
</tr>
<tr>
<td>Language barrier</td>
<td>2%</td>
</tr>
<tr>
<td>Lack of child care</td>
<td>2%</td>
</tr>
<tr>
<td>Discharged from institution/jail</td>
<td>3%</td>
</tr>
<tr>
<td>Transient on the road</td>
<td>4%</td>
</tr>
<tr>
<td>Medical costs</td>
<td>4%</td>
</tr>
<tr>
<td>Lack of job skills</td>
<td>4%</td>
</tr>
<tr>
<td>Convicted of felony/misdemeanor</td>
<td>7%</td>
</tr>
<tr>
<td>Illness</td>
<td>20%</td>
</tr>
<tr>
<td>Evicted</td>
<td>20%</td>
</tr>
<tr>
<td>Alcohol or drug use</td>
<td>21%</td>
</tr>
<tr>
<td>Temporary living situation ended</td>
<td>22%</td>
</tr>
<tr>
<td>Mental illness</td>
<td>23%</td>
</tr>
<tr>
<td>Lost job</td>
<td>24%</td>
</tr>
<tr>
<td>Family break-up or crisis</td>
<td>28%</td>
</tr>
<tr>
<td>Victim of domestic violence</td>
<td>29%</td>
</tr>
<tr>
<td>Economic</td>
<td>43%</td>
</tr>
</tbody>
</table>

**Homeless persons were characterized by family type** - as unaccompanied (49%), adults with no children (8%), single parent (34%), and two-parent (9%) (Chart 56).

**Homeless persons** - gradually declined in number from 2008 (851 persons) to 2014 (553 persons); as have homeless households from 2008 (506 households) to 2014 (376 households); as have homeless families with children from 2008 (101 families with children) to 2014 (82 families with children) (Chart 55).
Unsheltered homeless households - were principally adults with no children (70% of this group), unaccompanied (48%), two-parent households (20%), and single parent households (17%) (Chart 57).

Age distribution of homeless persons - were composed of children age 0-14 (23%), teens and young adults 15-21 (11%), adults 22-34 (19%), adults 35-64 (47%), and seniors 65+ (1%) (Chart 58).

Age distribution of unaccompanied persons - were composed of teens and young adults 15-21 (9%), adults 22-34 (18%), adults 35-64 (70%), and seniors 65+ (2%) (Chart 58).
Unaccompanied households were housed - in emergency shelters (30%), transitional housing (21%), and without shelter (48%); adults with no children in emergency shelters (4%), transitional housing (26%), and without shelter (70%); single parent households in emergency shelters (31%), transitional housing (53%), and without shelter (17%); two-parent households in emergency shelters (50%), transitional housing (30%), and without shelter (20%) (Chart 59).

Emergency shelters - were able to more accommodate or be occupied by homeless two-parent household (50% of the occupants), single parent (31%), and unaccompanied households (30%) than adults with no children (4%) (Chart 59).

Transitional housing shelters - were more able to accommodate or to be occupied by single parent households (53% of the occupants), two-parent households (30%), adults with not children (26%), and unaccompanied (21%) (Chart 59).

Implications

There are multiple reasons for homelessness that are not likely to be ameliorated by a single program or housing focus. Whatcom County homeless include a significant percentage of one and two-parent households with children as well as teens/young adults who have different and special housing needs than unaccompanied adults. While emergency shelters and transitional housing meet some homeless requirements a significant population remains unsheltered even as the total numbers of homeless have declined in Whatcom County the past couple of years.

Population projections and allocations

Washington State Office of Financial Management (OFM) - projects Washington State populations by state and county in annual and 5 year increments accounting for the differential affects
of births, deaths, and net migrations unique to the state as a whole and each county therein.

**OFM’s medium projection of Whatcom County’s population** - will reach 284,901 persons or increase at an average annual rate of 1.4% from 2015 to 2025 then by 1.3% from 2025-2030 then by 1.1% from 2030 to 2035 and then by 1.0% from 2035 to 2040 (Chart 60).

**Chart 60**

![Graph showing Whatcom County population projection](chart)

**Source:** Washington State Office of Financial Management (OFM)

**OFM’s population projection** - for Whatcom County will gradually increase due to net migration or the difference between persons moving in and out of the county rather than natural increase or the difference between births and deaths. OFM projects the number of net migrants into the county will increase from 5,313 persons between 2010-2015 to 14,028 persons 2035-2040 (Chart 61).

**Chart 61**

![Chart showing Whatcom County Population Change 2010-2040](chart)

**Age distribution** - in Whatcom County will be affected by age-specific attractions that have and will develop through the forecast years including a continuation of the student population at Western Washington University in the 20-24 age group (though declining in proportion from 10.2% to 8.7%), the aging of the current “baby boom” population into age 74+ years (increasing from 9.9% to 16.8%), and the increasing attractiveness of Whatcom County and Bellingham to retiring and empty nester households in the upper age groups (Chart 62).
Table 6
Whatcom County population allocations 2013-2036

<table>
<thead>
<tr>
<th>Urban Growth Area (UGA)</th>
<th>2013</th>
<th>2036</th>
<th>Projected Growth</th>
<th>% of Co. Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td>93,107</td>
<td>121,505</td>
<td>31,400</td>
<td>42.2%</td>
</tr>
<tr>
<td>Birch Bay</td>
<td>7,737</td>
<td>13,237</td>
<td>5,500</td>
<td>6.9%</td>
</tr>
<tr>
<td>Blaine</td>
<td>5,177</td>
<td>9,591</td>
<td>4,414</td>
<td>6.6%</td>
</tr>
<tr>
<td>Columbia Valley</td>
<td>3,204</td>
<td>4,549</td>
<td>1,345</td>
<td>2.0%</td>
</tr>
<tr>
<td>Everson</td>
<td>2,670</td>
<td>3,912</td>
<td>1,242</td>
<td>1.8%</td>
</tr>
<tr>
<td>Ferndale</td>
<td>12,778</td>
<td>19,611</td>
<td>6,833</td>
<td>10.2%</td>
</tr>
<tr>
<td>Lynden</td>
<td>12,879</td>
<td>19,282</td>
<td>6,403</td>
<td>9.5%</td>
</tr>
<tr>
<td>Nooksack</td>
<td>1,436</td>
<td>2,426</td>
<td>990</td>
<td>1.5%</td>
</tr>
<tr>
<td>Sumas</td>
<td>1,449</td>
<td>2,323</td>
<td>874</td>
<td>1.3%</td>
</tr>
<tr>
<td>Non-UGA</td>
<td>65,318</td>
<td>76,535</td>
<td>11,217</td>
<td>16.7%</td>
</tr>
<tr>
<td>Total</td>
<td>205,800</td>
<td>273,016</td>
<td>69,217</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Sources: 2013 Berk Phase I Technical Report and 2015 proposed population allocations. 2013 and 2036 totals include existing population in the Cherry Point Major Port Industrial UGA, to which no population growth is allocated.

Population allocations within Whatcom County UGAs and the remaining non-urban areas - have been established based on the capacity available for growth within each jurisdiction's urban growth area (UGA), each jurisdiction's population and employment development trends, and each jurisdiction's desire for growth subject to the population total for the county established by OFM. 83% of countywide growth is allocated to the UGA's, with 42% of countywide growth allocated to the Bellingham UGA. Smaller percentages are allocated to the remaining UGA's.

See Table 6.

Land Capacity - As part of the 2016 Comprehensive Plan update, Whatcom County conducted a land capacity analysis (LCA) which estimated each UGA's capacity to accommodate population and employment growth during the plan's 20-year planning period. Chart 63 shows population capacity for each UGA, while Chart 64 shows the calculated capacity for dwelling units, both single family and multi-family.

Chart 65 shows the projected housing needs by type for each of the UGA's. This chart is based on OFM statistics for population growth occurring by housing type between 2000 and 2013, applying the proportion of growth by housing type to the 2013-2036 growth projections. Those population projections were then divided by the household size and occupancy rate statistics used in the County's land capacity analysis, resulting in the projected need for total dwelling units by type during the planning period. Comparing Chart 65 with the estimated dwelling unit capacity in Chart 64, it appears that the planned capacity of single- and multi-family housing in the UGA's is consistent with anticipated housing needs.
Implications

It is important to address population growth impacts and housing requirements in Whatcom County over the next 20-year planning period. Comparing the planned (allocated) growth in Table 6 with the UGA population capacities in Chart 63, and comparing the supply of single- and multi-family dwellings in Chart 64 with the projected housing needs in Chart 65, it appears Whatcom County's UGas can accommodate both the number and types of dwellings needed in the next 20 years. It is important to note that the projected housing needs shown in Chart 65 are based on the assumption that the 2000-2013 growth distribution among housing types will continue. That distribution may change significantly as a result of changing market conditions or jurisdictions' land use planning policy choices.
National trends and housing implications

US Bureau of the Census Demographic Trends in the 20th Century - compiled data on age distribution, household type, 1-person household, and percent of households renter occupied that has implications for the nation and Whatcom County housing expectations and policies.

Percent of the national population over age 65 - has increased steadily since 1900 as a factor of the baby boom from 1950 on and of improvements in health and life expectancy. By 2010 13% of the national population was over age 65 and 1.7% over age 85+. This aging trend will continue nationally, and as shown previously, especially in Whatcom County (Chart 66).

Percent of national households by type household - has changed significantly since 1950 where the traditional married couple household has declined from 78.1% of all households to 48.4% in 2010 due to economic conditions such as more women receiving higher education, more active in the workforce and careers, marriage dissolution due to divorce or never married including cohabitation, and a decision by some to never marry or never have children (Chart 67).

Chart 66

Percent of the US population over age 65

Source: US Bureau of the Census. Demographic trends in the 20th Century

Chart 67

Percent of US households by type household

Source: US Bureau of the Census. Demographic trends in the 20th Century
These trends are apparent in Whatcom County but vary by jurisdiction with some, such as Nooksack, attracting a higher percentage of married couples and others, such as Bellingham, attracting other family household types as well as non-family and one-person households.

**One-person households** - has increased steadily since 1950 (7.7%) to 2010 (26.7%) due to the same factors affecting household type formations. The housing result is a demand and need for smaller units oriented to one-person household interests (Chart 68).

**Percent of households renter occupied** - peaked in 1940 (56.4%) due partly to the effects of World War II then declined significantly from 1950 to 2000 as housing and investment policies promoted homeownership. The percent of households renting stabilized somewhat in 2010 likely due to the effects of the housing bubble and burst (Chart 69).
Millennials, however, are more likely to rent as are one-person households due partly to the housing choices available in the marketplace as well as financial capability, and possibly preference.

**Housing policy implications**

**Housing an aging population**

_Aging in Place_ - according to the American Association of Retired People (AARP), nearly 90% of people over age 65 indicate they want to stay in their home as long as possible and 80% in that age bracket believe their current home is where they will always live. However, unsupportive community design, unaffordable and inaccessible housing, and a lack of transportation access to needed services can thwart this desire.

A number of models provide services and support so older residents can remain in their homes instead of moving to assisted living or retirement centers:

- **Naturally Occurring Retirement Community (NORC)** - are housing complexes or neighborhoods that were not planned specifically for older people, but have organically evolved to house a population of older residents.
- **Communities for a Lifetime** - helps create neighborhoods that support aging in place and more rigorously involves older adults in social and community life.

**Implications** - an aging population in Whatcom County will create a greater proportion of all households consisting of older empty nester couples and living alone elderly individuals. Aging in Place, however, raises the following policy questions:

- How can medical, transportation, and social services be made economically feasible to provide low-density settlements particularly in some of the smaller, rural Whatcom County jurisdictions?
- How can older households be able to keep older housing stock in sound condition so that it will not deteriorate beyond the ability or interest of the market to buy, upgrade, and occupy once the aged household leaves?
- How will the retention of older, affordable housing off the market in the developed and serviceable neighborhoods of Whatcom County’s more urban municipal jurisdictions not imbalance demand and needs for younger, family-starter households resulting in the development of a greater proportion of new single-family product than the market needs?

_Aging in Transitional-Age-Appropriate Housing_ - proposes developing age-appropriate housing, including smaller, denser single-family products such as accessory dwelling units, cottage housing, as well as townhouse and mixed-use housing projects in rural and urban centers where social interactions and services can be more feasibly and desirably provided.

The approach assumes older adults will move out of their original houses and into new purchase or rental units if the new units better meet their social, transportation, services, and other desires.

**Implications** - of transitioning an aging population into age-appropriate housing in Whatcom County, and in some smaller, rural municipal jurisdictions in particular, however, raises the following policy questions:

- How can the Whatcom County housing market provide suitable age-appropriate new housing stock at an affordable price or rent - i.e., accessory dwelling units, cottage housing, and mixed-use infill?
- How can the Whatcom County financial/mortgage markets underwrite housing purchases by older households and of innovative housing products?
- How can older households be encouraged to sell and buy or rent transitional-age-appropriate housing in rural and urban town centers?
- How can younger households be enabled to buy, upgrade, and occupy older single-family housing in older urban neighborhoods?

**Housing nonfamily households**

Nonfamily households are an increasing population within Whatcom County and include younger individuals (married or
cohabitating), childless couples (including never having children), and single individuals (not elderly). Traditional single-family, suburban housing products do not meet the needs or interests of these households yet they constitute a significant and growing proportion of all households in Whatcom County, particularly in the more urban municipal jurisdictions.

Increasingly, these households are being housed and seek housing in mixed-use developments in urban settings that provide social, service, employment, and other needs and interests within the developments or accessible within urban core areas by walking, biking, or taking transit transportation alternatives.

**Implications** - of developing housing for an increasing number and proportion of nonfamily households in Whatcom County, and in the more urban municipal jurisdiction centers in particular, raises the following policy questions:

- How can the Whatcom County housing market provide appropriate new nonfamily oriented housing stock at affordable prices or rents within the urban municipal jurisdiction's centers?
- How can urban municipal jurisdictions within Whatcom County provide amenities appropriate to this housing market segment - pedestrian/bike/no-car friendly transportation, streetscape activities, live/work housing options, and other services?
- How can Whatcom County financial/mortgage markets underwrite housing purchases by an increasing number of younger households or single individuals?

**Low-income family households**

Traditionally, low-income family households, particularly male and female-only headed households and family-starters, have procured housing by “driving-to-qualify”, meaning driving out from the urban areas until housing costs are low enough for the household to be able to afford to purchase or rent.

Transportation costs are the second largest expense for the typical household - almost $9,000 a year or about 17.6% of household budgets and continuing to increase. Driving-to-qualify becomes an increasingly difficult proposition during an economic recession where employment is cutback or curtailed and other household budget items increase including transportation. Some of the nation's highest foreclosures occur in the outer urban/suburban edges.

A “location efficient” community provides various transportation options, services, and workplaces close by, increasing access and reducing the need to “drive-to-qualify” to obtain housing.

**Implications** - of developing housing for an increasing number and proportion of low-income family households in Whatcom County, and within location efficient urban neighborhoods, raises the following policy questions:

- How can the Whatcom County housing market provide appropriate new housing stock within location efficient urban neighborhoods at affordable prices or rents for these households - i.e., traditional stick-built as well as manufactured accessory dwelling units, cottage housing, and townhouses?
- How can Whatcom County location efficient urban neighborhoods provide services appropriate to this housing market segment including public transportation, childcare, medical services, education, and employment?
- How can Whatcom County financial/mortgage markets underwrite housing purchases by low-income single-headed/single wage-earner family households of innovative housing products?

**Housing cost reduction**

**Housing cost analysis** - was completed for an urban 5-story mixed-use structure and suburban townhouse development by the Bellingham/Whatcom County Housing Action Plan in 2008 using information provided by the Bellingham/Whatcom County Housing (BWCHA) for the purpose of determining which factors most affected final development costs - and which cash and non-cash offsets affected the final project outcomes (see Appendix I).

Note - the purpose of the analysis was to determine impacts possible for a real project rather than by a theoretical analysis and used public housing projects because the data was publicly available and not disclosing of a private project developer's
information. While the analysis was accomplished in 2008 the major implications of the analysis remain true today.

**Laurel Village** - is a “green build” structure located on a 0.5 acre site at 210 East Laurel Street in downtown Bellingham consisting of a single floor underground parking deck with 52 stalls, and 5 floors of 45,578 square feet of residential units for families, disabled individuals, and supportive homeless earning between 30-50% Average Median Income (AMI). The structure was completed in 2006 to provide 50 low-income units and 1 manager unit in 24 one-bedroom units ranging from 606-630 square feet.

**Meadow Wood Townhomes Phase 1** - is a master planned project located at Bakerview Road and Northwest Avenue in Bellingham. The first phase was completed in 2007 to include 3 buildings totaling 63,750 square feet providing 50 low-income 1, 2, and 3-bedroom rental units and 1 manager unit with surface parking, a playground, play area, picnic, and barbeque amenity for families, disabled individuals, and supportive homeless earning between 30-50% AMI.

**Four cost and cash offsets were analyzed** - for both projects for their impact on overall development costs:

- **Option 1: cash offsets** - eliminated all building permits, fees, and hook-ups, utility connection fees, and traffic, parking, and school impact fees, and the developer’s fees. However, these cash offsets must still be paid from some other source, if not from the project and developer, as the city, utilities, schools, and developers still incur these costs in support of the development project. Cash offsets, when used in other jurisdictions, have usually been repaid from General Funds, special property tax levies, real estate excise taxes, and other special financing. The costs and payments still apply, but are repaid from a source other than the project.

- **Option 2: density offset** - allowed the project to include more units as a noncash incentive to develop affordable housing. The option assumed, however, that the same height, parking, and other development regulations would still apply and therefore, realized the added density bonus by reducing the average size of the units.

The cost of the structure and site improvements remained the same as the original project. The parking deck and surface parking lot cost, however, was increased for parking for the additional units.

- **Option 3: pre-manufactured offset** - used pre-assembled manufactured units instead of on-site traditional stick-built construction and more dwelling units since manufactured units would be smaller than typical stick-built units. Like option 2, this option assumed that the same height, parking, and other development regulations would still apply, and therefore, realized the added density bonus by reducing the average size of the units - and also because manufactured units are typically more compact. The cost of the structure remained the same but interim financing costs were reduced to reflect the shorter construction time savings provided by manufacturing off-site. The parking deck and surface parking lot cost, however, was increased again to provide parking for the additional units.

- **Option 4: land lease offset** - used a land trust instead of a fee simple sale of the property occupied by the project structures. Typically, land trusts charge lease fees included in the unit rent that is amortized to recapture the initial land cost over a long term (typically 50-99 years) even as the trust retains the title and value of the land. On owned units, the owner is charged a similarly amortized lease fee where the trust retains title to the land though the owner may build equity in the increasing value of the structure.

**Implications**

All of the variables considered including cash, density, technology, and land offsets reduce the total development cost and cost per unit significantly although the extent of cost reduction varies by the type of development.

**In Laurel Village** - the 5-story mixed-use structure in downtown Bellingham, density offsets were more significant reducing total development costs by 12.4% compared with 10.5% for cash, 9.9% for technology, and 4.7% for land offsets (Chart 70).
• **Parking requirements** - be reduced or at least reflect the likelihood that occupants of mixed-use structures in downtown locations, especially elderly, homeless, and other nonfamily households may not require cars and/or walk, bike, or use transit more heavily.

• **Design and development regulations** - allow variances from the maximum site height, coverage, and other particulars where the units are to provide affordable housing using density offsets where the resulting design and development characteristics can be made to fit the surrounding neighborhood.

• **BWCHA and other nonprofit groups** - be encouraged to buy and/or lease affordable units created with offsets in order to achieve even greater cost reduction, and therefore, housing for very low income groups on a perpetual basis.

**In Meadow Wood Townhomes** - the infill project in north Bellingham, cash offsets, particularly developer fees, however, reduced the cost the most at 16.0% compared with 8.4% for technology, 6.6% for density, and 4.0% for land offset.

However, the cash and land offsets must still be paid from some other public monies, whereas the density and technology offsets are of no direct monetary cost in comparison.

**When all offsets are applied in combination** - however, the overall cost reductions are significant ranging from 35.0% for the townhome infill project to 37.6% for the 5-story mixed-use project in the downtown area. Further proportional cost reductions are possible, depending on site particulars, if:

• **Mixed-use structures in downtown cores** - particularly 5-story and up be composed of smaller studio, 1, and some 2-bedroom units to reflect the higher costs associated with this building construction and the type households most suited to live in this type of structure and urban environment.
Innovative affordable housing solutions

August Wilson Place - is a 57-unit apartment project developed by the Low Income Housing Institute as tax credit housing in downtown Bellevue named for the Pulitzer Prize winning African-American playwright.

The apartment units are studio, studio-plus, two-bedroom, and three bedroom ranging from 349 to 1,059 square feet. 12 units are for homeless people, 8 for veterans, 3 are for families with developmental disabilities, and the balance for workforce housing. The apartments are available to people making at or below 60% of the area median income (AMI) and range from $400 to $900 per month.

The project has a community room, computer lab, gathering space, and 23 parking stalls of underground parking at a ratio of 0.40 parking stall per unit.

Innovative affordable housing solutions

Container housing - pre-fabricated manufacturers are building modular homes by using up-cycled shipping containers or by using shipping containers as a model for designing modular structures that are easily transportable. A container house can be retrofitted for as little as $36,000 (not including land or utility connections) or much higher in cost as multiple units are combined or more elaborately finished. Container housing is becoming popular as accessory dwelling units in urban neighborhoods and for migrant, seasonal, and recreation homes in a wide variety of settings.
Appendix A: Glossary

The following definitions are abstracted from the US Census glossary of definitions for those terms of most interest to this housing analysis - a complete glossary of all Census definitions is available from the US Department of Commerce website.

**Age**
Age is generally derived from date of birth information, and is based on the age of the person in complete years.

**American FactFinder (AFF)**
An electronic system for access and dissemination of Census Bureau data on the internet. The system offers prepackaged data products and user-selected data tables and maps from Census 2000, the 1990 Census of Population and Housing, the 1997 Economic Census, and the American Community Survey. The system was formerly known as the Data Access and Dissemination System (DADS).

**Average**
The number found by dividing the sum of all quantities by the total number of quantities. Related terms: *Mean, Median*

**Average family size**
A measure obtained by dividing the number of members of families by the total number of families. Related term: *Family*

**Average household size**
A measure obtained by dividing the number of people in households by the total number of households. Related term: *Household*

**Average household size of owner-occupied units**
A measure obtained by dividing the number of people living in owner-occupied housing units by the number of owner-occupied housing units. Related term: *Owner-occupied housing unit*

**Average household size of renter-occupied units**
A measure obtained by dividing the number of people living in renter-occupied housing units by the number of renter-occupied housing units. Related term: *Renter-occupied housing unit*

**Census**
A complete enumeration, usually of a population, but also of businesses and commercial establishments, farms, governments, and so forth.

**Census (decennial)**
The census of population and housing, taken by the Census Bureau in years ending in 0 (zero). Article 1 of the Constitution requires that a census be taken every ten years for the purpose of reapportioning the U.S. House of Representatives.

**Census county division (CCD)**
A subdivision of a county that is a relatively permanent statistical area established cooperatively by the Census Bureau and state and local government authorities. Used for presenting decennial census statistics in those states that do not have well-defined and stable minor civil divisions that serve as local governments.

**Census designated place (CDP)**
A statistical entity, defined for each decennial census according to Census Bureau guidelines, comprising a densely settled concentration of population that is not within an incorporated place, but is locally identified by a name. CDPs are delineated cooperatively by state and local officials and the Census Bureau, following Census Bureau guidelines. Beginning with Census 2000 there are no size limits. Related term: *Incorporated place*

**Child**
A son or a daughter by birth, an adopted child, or a stepchild, regardless of the child's age or marital status. Related terms: *Own children, Related children.*
City
A type of incorporated place in 49 states and the District of Columbia. In 23 states and the District of Columbia, some or all cities are not part of any Minor Civil Division (MCD), and the Census Bureau also treats these as county subdivisions, statistically equivalent to MCDs. Related terms: Incorporated place, Minor civil division (MCD)

Class of worker
All people over the age of 15 who have been employed at any time are asked to designate the type of work normally done or the work performed most regularly. Occupations and types of work are then broken down into the following 5 classes:
- **Private Wage and Salary Workers** includes people who worked for wages, salary, commission, tips, pay-in-kind, or piece rates for a private-for-profit employer or a private-not-for-profit, tax-exempt, or charitable organization.
- **Self-employed people** whose business was incorporated are included with private wage and salary workers because they are paid employees of their own companies. Some tabulations present data separately for these subcategories: "For profit," "Not-for-profit," and "Own business incorporated."
- **Government Workers** includes people who are employees of any local, state, or federal governmental unit, regardless of the activity of the particular agency. For some tabulations, the data are presented separately for the three levels of government.
- **Employees of foreign governments**, the United Nations, or other formal international organizations controlled by governments should be classified as "Federal Government employee."
- **Self-Employed Workers** includes people who worked for profit or fees in their own unincorporated business, profession, or trade, or who operated a farm.
- **Unpaid Family Workers** includes people who worked 15 hours or more without pay in a business or on a farm operated by a relative.
- **Salaried/Self-Employed** in tabulations that categorize persons as either salaried or self-employed, the salaried category includes private and government wage and salary workers; self-employed includes self-employed people and unpaid family workers.

Contract rent
The monthly rent agreed to or contracted for, regardless of any furnishings, utilities, fees, meals, or services that may be included. For vacant units, it is the monthly rent asked for the rental unit at the time of interview. Related term: Gross rent

County subdivision
A legal or statistical division of a county recognized by the Census Bureau for data presentation. The two major types of county subdivisions are census county divisions and minor civil divisions. Related terms: Minor civil division (MCD)

Demographic profile
A profile includes tables that provide various demographic, social, economic, and housing characteristics for the U.S., regions, divisions, states, counties, minor civil divisions in selected states, places, metropolitan areas, American Indian and Alaska Native areas, Hawaiian home lands and congressional districts. It includes 100-percent and sample data from the decennial censuses. It also is available on CD-ROM. There are five tables in the Demographic Profile, labeled (DP-1 thru DP-5). For Census 2000 data, the DP-1 table will be available as part of the Summary File 1, and the other four tables will be available as part of the Summary File 3 data set.

Disability
A long-lasting physical, mental, or emotional condition. This condition can make it difficult for a person to do activities such as walking, climbing stairs, dressing, bathing, learning, or remembering. This condition can also impede a person from being able to go outside the home alone or to work at a job or business.

Earnings
Earnings is defined as the algebraic sum of wage or salary income and net income from self-employment. Earnings represent the amount of income received regularly before deductions for personal income taxes, Social Security, bond purchases, union dues, Medicare deductions, etc. Related term: Income

Educational attainment
Refers to the highest level of education completed in terms of the
highest degree or the highest level of schooling completed.

**Employed**
Employed includes all civilians 16 years old and over who were either (1) "at work" -- those who did any work at all during the reference week as paid employees, worked in their own business or profession, worked on their own farm, or worked 15 hours or more as unpaid workers on a family farm or in a family business; or (2) were "with a job but not at work" -- those who did not work during the reference week but had jobs or businesses from which they were temporarily absent due to illness, bad weather, industrial dispute, vacation, or other personal reasons. Excluded from the employed are people whose only activity consisted of work around the house or unpaid volunteer work for religious, charitable, and similar organizations; also excluded are people on active duty in the United States Armed Forces. The reference week is the calendar week preceding the date on which the respondents completed their questionnaires or were interviewed. This week may not be the same for all respondents. Related terms: Labor force, Unemployed, Worker.

**Experienced civilian labor force**
Consists of the employed and the experienced unemployed. Related term: Unemployed

**Family**
A group of two or more people who reside together and who are related by birth, marriage, or adoption.

**Family household (Family)**
A family includes a householder and one or more people living in the same household who are related to the householder by birth, marriage, or adoption. All people in a household who are related to the householder are regarded as members of his or her family. A family household may contain people not related to the householder, but those people are not included as part of the householder's family in census tabulations. Thus, the number of family households is equal to the number of families, but family households may include more members than do families. A household can contain only one family for purposes of census tabulations. Not all households contain families since a household may comprise a group of unrelated people or one person living alone. Related terms: Household, Householder

**Family size**
Refers to the number of people in a family.

**Family type**
Refers to how the members of a family are related to one another and the householder. Families may be a "Married Couple Family," "Single Parent Family," "Stepfamily," or "Subfamily."

**Female householder, no husband present**
A female maintaining a household with no husband of the householder present.

**Gross rent**
The amount of the contract rent plus the estimated average monthly cost of utilities (electricity, gas, and water and sewer) and fuels (oil, coal, kerosene, wood, etc.) if these are paid for by the renter (or paid for the renter by someone else). Gross rent is intended to eliminate differentials that result from varying practices with respect to the inclusion of utilities and fuels as part of the rental payment. Related term: Contract rent

**Group quarters (GQ)**
The Census Bureau classifies all people not living in households as living in group quarters. There are two types of group quarters: institutional (for example, correctional facilities, nursing homes, and mental hospitals) and non-institutional (for example, college dormitories, military barracks, group homes, missions, and shelters). Related term: Household

**Group quarters population**
Those people residing in group quarters as of the date on which a particular survey was conducted. The Census Bureau recognizes two general categories of people in group quarters: (1) institutionalized population and (2) non-institutionalized population. The institutionalized population includes people under formally authorized supervised care or custody in institutions at
the time of enumeration. Such people are classified as "patients or inmates" of an institution regardless of the availability of nursing or medical care, the length of stay, or the number of people in the institution. Generally, the institutionalized population is restricted to the institutional buildings and grounds (or must have passes or escorts to leave) and thus have limited interaction with the surrounding community. Also, they are generally under the care of trained staff who have responsibility for their safekeeping and supervision. The non-institutionalized population includes all people who live in group quarters other than institutions. Related terms: Institutionalized population, Noninstitutionalized population.

Homeowner vacancy rate
The homeowner vacancy rate is the proportion of the homeowner housing inventory which is vacant for sale. It is computed by dividing the number of vacant units for sale only by the sum of owner-occupied units and vacant units that are for sale only, and then multiplying by 100. Related terms: Owner-occupied housing unit, Rental vacancy rate.

Household
A household includes all the people who occupy a housing unit as their usual place of residence.

Household size
The total number of people living in a housing unit.

Household type and relationship
Households are classified by type according to the sex of the householder and the presence of relatives. Examples include: married-couple family; male householder, no wife present; female householder, no husband present; spouse (husband/wife); child; and other relatives.

Householder
The person, or one of the people, in whose name the home is owned, being bought, or rented. If there is no such person present, any household member 15 years old and over can serve as the householder for the purposes of the census. Two types of householders are distinguished: a family householder and a nonfamily householder. A family householder is a householder living with one or more people related to him or her by birth, marriage, or adoption. The householder and all people in the household related to him are family members. A nonfamily householder is a householder living alone or with nonrelatives only.

Housing unit
A house, an apartment, a mobile home or trailer, a group of rooms, or a single room occupied as separate living quarters, or if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have direct access from outside the building or through a common hall. For vacant units, the criteria of separateness and direct access are applied to the intended occupants whenever possible.

Income
"Total income" is the sum of the amounts reported separately for wages, salary, commissions, bonuses, or tips; self-employment income from own nonfarm or farm businesses, including proprietorships and partnerships; interest, dividends, net rental income, royalty income, or income from estates and trusts; Social Security or Railroad Retirement income; Supplemental Security Income (SSI); any public assistance or welfare payments from the state or local welfare office; retirement, survivor, or disability pensions; and any other sources of income received regularly such as Veterans' (VA) payments, unemployment compensation, child support, or alimony. Related term: Earnings.

Industrial Classification
The Economic Census classifies establishments according to the new North American Industry Classification System (NAICS). NAICS codes replace the Standard Industrial Classification (SIC) codes used in previous censuses. NAICS classifies industries using 2-, 3-, 4-, 5-, and 6-digit levels of detail. 2-digit codes represent sectors, the broadest classifications. 6-digit codes represent individual industries in the U.S. Related terms: Economic census, North American Industry Classification System (NAICS).
Industry (economic)
In the 1997 economic census data, U.S. industries are classified using a 5- or 6-digit NAICS code. Industry groups are represented by classification using a 4 digit NAICS code. Related term: North American Industry Classification System (NAICS)

Industry (population data)
Information on industry relates to the kind of business conducted by a person's employing organization. For employed people the data refer to the person's job during the reference week. For those who worked at two or more jobs, the data refer to the job at which the person worked the greatest number of hours. Some examples of industrial groups shown in products include agriculture, forestry, and fisheries; construction; manufacturing; wholesale or retail trade; transportation and communication; personal, professional and entertainment services; and public administration. Related terms: Economic census, Employed

Journey to work
Includes data on where people work, how they get to work, how long it takes to get from their home to their usual workplace, when they leave home to go to their usual workplace, and carpooling. Related terms: Employed, Worker

Labor force
The labor force includes all people classified in the civilian labor force, plus members of the U.S. Armed Forces (people on active duty with the United States Army, Air Force, Navy, Marine Corps, or Coast Guard). The Civilian Labor Force consists of people classified as employed or unemployed. Related terms: Employed, Unemployed

Language spoken at home
The language currently used by respondents at home, either "English only" or a non-English language which is used in addition to English or in place of English.

Living quarters
A housing unit is a house, an apartment, a mobile home or trailer, a group of rooms or a single room occupied as separate living quarters or, if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any people in the building and which have direct access from outside the building or through a common hall. Related term: Housing unit

Marital status
Adults are generally classified by marital status as being married, never married, separated, divorced or widowed.

Mean
This measure represents an arithmetic average of a set of numbers. It is derived by dividing the sum of a group of numerical items by the total number of items in that group. For example, mean family income is obtained by dividing the total of all income reported by people 15 years and over in families by the total number of families. Related term: Derived measures

Mean income
Mean income is the amount obtained by dividing the total income of a particular statistical universe by the number of units in that universe. Thus, mean household income is obtained by dividing total household income by the total number of households. For the various types of income, the means are based on households having those types of income. Related term: Income

Median
This measure represents the middle value (if n is odd) or the average of the two middle values (if n is even) in an ordered list of data values. The median divides the total frequency distribution into two equal parts: one-half of the cases fall below the median and one-half of the cases exceed the median. Related term: Derived measures

Median age
This measure divides the age distribution in a stated area into two equal parts: one-half of the population falling below the median value and one-half above the median value. Related term: Age

Median income
The median income divides the income distribution into two equal...
groups, one having incomes above the median, and other having incomes below the median. Related term: Income

**Metropolitan statistical area (MSA)**
A geographic entity defined by the federal Office of Management and Budget for use by federal statistical agencies, based on the concept of a core area with a large population nucleus, plus adjacent communities having a high degree of economic and social integration with that core. Qualification of an MSA requires the presence of a city with 50,000 or more inhabitants, or the presence of an Urbanized Area (UA) and a total population of at least 100,000 (75,000 in New England). The county or counties containing the largest city and surrounding densely settled territory are central counties of the MSA. Additional outlying counties qualify to be included in the MSA by meeting certain other criteria of metropolitan character, such as a specified minimum population density or percentage of the population that is urban. MSAs in New England are defined in terms of minor civil divisions, following rules concerning commuting and population density. Related terms: **Consolidated metropolitan statistical area (CMSA), Primary metropolitan statistical area (PMSA)**

**Migration**
Migration includes all changes of residence including moving into, out of, or within a given area. Foreign country, or state, county and city of previous residence is collected and coded. In 12 states, minor civil division (MCD) is also coded.

**Mortgage status**
"Mortgage" refers to all forms of debt where the property is pledged as security for repayment of the debt, including deeds of trust, trust deed, contracts to purchase, land contracts, junior mortgages, and home equity loans.

**Multi-unit structure**
A building that contains more than one housing unit (for example, an apartment building).

**Noninstitutionalized population**
Includes all people who live in group quarters other than institutions. Examples: college dormitories, rooming houses, religious group homes, communes, and halfway houses. Related terms: Group quarters (GQ), Group quarters population, Institutionalized population

**Nonrelatives**
Any household member, including foster children, living in the housing unit but not related to the householder by birth, marriage, or adoption. Related terms: Family, Foster children, Household.

**North American Industry Classification System (NAICS)**
NAICS classifies industries using 2-, 3-, 4-, 5-, and 6-digit levels of detail. Two-digit codes represent sectors, the broadest classifications. Six-digit codes represent individual industries in the U.S. The North American Industry Classification System was developed by representatives from the United States, Canada, and Mexico, and replaces each country’s separate classification system with one uniform system for classifying industries. In the United States, NAICS replaces the Standard Industrial Classification, a system that federal, state, and local governments, the business community, and the general public have used since the 1930s. Related term: Economic census

**Not in labor force**
Not in labor force includes all people 16 years old and over who are not classified as members of the labor force. This category consists mainly of students, housewives, retired workers, seasonal workers interviewed in an off season who were not looking for work, institutionalized people, and people doing only incidental unpaid family work (less than 15 hours during the reference week). Related term: Labor force

**Occupation**
Occupation describes the kind of work the person does on the job. For employed people, the data refer to the person’s job during the reference week. For those who worked at two or more jobs, the data refer to the job at which the person worked the greatest number of hours. Some examples of occupational groups shown in this product include managerial occupations; business and financial specialists; scientists and technicians; entertainment; healthcare;
food service; personal services; sales; office and administrative support; farming; maintenance and repair; and production workers. Related term: Employed

**Occupied housing unit**
A housing unit is classified as occupied if it is the usual place of residence of the person or group of people living in it at the time of enumeration. Related terms: Housing unit, Vacancy status

**Other relative**
Any household member related to the householder by birth, marriage, or adoption, but not specifically included in any other relationship category. Can include grandchildren, parents, in-laws, cousins, etc.

**Own children**
A child under 18 years old who is a son or daughter by birth, marriage (a stepchild), or adoption. For 100-percent tabulations, own children consist of all sons/daughters of householders who are under 18 years of age. For sample data, own children consist of sons/daughters of householders who are under 18 years of age and who have never been married, therefore, numbers of own children of householders may be different in these two tabulations. Related terms: Child, Related children

**Owner-occupied housing unit**
A housing unit is owner occupied if the owner or co-owner lives in the unit even if it is mortgaged or not fully paid for. Related term: Housing unit, Renter-occupied housing unit

**People in family**
Total number of people living in one household and related to the householder. Related terms: Family, Household

**People in household**
Total number of people living in one housing unit. Related terms: Household, Housing unit

**Per capita income**
Average obtained by dividing aggregate income by total population of an area.

**Population**
All people, male and female, child and adult, living in a given geographic area.

**Population Estimates**
The Census Bureau's Population Estimates Program publishes population numbers between censuses. Estimates usually are for the past, while projections are estimates of the population for future dates. July 1 estimates are published for years after the last decennial census (2000), as well as those for past decades. Data for births, deaths, and domestic and international migration are used to update the decennial census base counts. These estimates are used in federal funding allocations; as inputs to other federal agencies' statistics and per capita time series; as survey controls; and in monitoring recent demographic changes. With each new issue of July 1 estimates, the estimates for the years since the last census are revised. Additional population estimates that include components of change and rankings, are available at http://www.census.gov/popest/.

**Poverty**
Following the Office of Management and Budget's (OMB's) Directive 14, the Census Bureau uses a set of money income thresholds that vary by family size and composition to detect who is poor. If the total income for a family or unrelated individual falls below the relevant poverty threshold, then the family or unrelated individual is classified as being "below the poverty level." Related term: Income

**Race**
Race is a self-identification data item in which respondents choose the race or races with which they most closely identify.

**Related children**
Includes all people in a household under the age of 18, regardless of marital status, who are related to the householder. Does not include householder's spouse or foster children, regardless of age. Related terms: Child, Own children
Rental vacancy rate
The proportion of the rental inventory which is vacant for rent. It is computed by dividing the number of vacant units for rent by the sum of the renter-occupied units and the number of vacant units for rent, and then multiplying by 100. Related term: Homeowner vacancy rate, Renter-occupied housing unit

Renter-occupied housing unit
All occupied units which are not owner occupied, whether they are rented for cash rent or occupied without payment of cash rent, are classified as renter-occupied. Related term: Owner-occupied housing unit

Residence 5 years ago
Indicates the area of residence 5 years prior to the reference date for those who reported that they lived in a different housing unit. Related term: Migration

Resident population
An area's resident population consists of those persons "usually resident" in that particular area (where they live and sleep most of the time).

Rural
Territory, population and housing units not classified as urban. "Rural" classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas. Related terms: Metropolitan, Urban
May 31, 2016

Proposed Council Changes to Comprehensive Plan

Chapter 3 – Housing

Page and line numbers reflect Planning Commission Recommended Draft dated 1/14/16 (http://wa-whatcomcounty.civicplus.com/DocumentCenter/View/15151). To improve clarity of Councilmember requested changes, previous edits (i.e. staff and Planning Commission) are included, but not show as edits.

1) p. 3-15; lines 13-15: Both public and private investments can be directed into housing that ensures that low- to moderate-income people will be able to continue to live near where they work in the community. (According to the US Department of Housing and Urban Development, in 2015, in Whatcom County a family of four earning $54,100 was considered low-income, while the median income for a family of four was $67,600.) (Brenner)

2) p. 3-17; Goal 3C: Create opportunities and encourage all jurisdictions to support creation of an adequate supply of preferred housing types that are affordable for a broad range of housing types and encourage mixed affordability. (Brenner)

Tabled Items

3) p. 3-15; line 17: Adopting an Ambitious but Achievable Affordable Housing Vision Goal to ensure/support achievement of an adequate supply of preferred housing types that are affordable.

Whatcom County and its cities might consider adopting a HOUSING VISION GOAL that sets the bar at a high but achievable level:

"By the year 2036, every community and neighborhood has a healthy mix of housing sizes, types and prices, affordable at the wages of the jobs nearby. A balanced mix of housing will have housing costs in sync with wages and incomes in the community."

To achieve this overarching vision goal, the following goals and policies are adopted: ... (Brenner)

4) p. 3-18; lines 21-24: Availability of housing for seniors, young adults, young families with children, single parents, and groups is frequently overlooked by both the private development sector and the public sector. In addition, many migrant farm
workers entering the county each season face substandard housing and homelessness. *(Brenner)*

5) p. 3-18; Goal 3D: Encourage **adequate preferred housing types and provision of** housing at every income level. *(Brenner)*

6) p. 3-19; New Policy 3D-4: *Consider establishing a housing development fund, accessible to individuals qualified for affordable housing assistance who are legal residents of the county, administered by an agency and funded by contributions from developers wishing to utilize affordable housing incentives and bonuses, but not wishing to include affordable housing in their own projects.* *(Weimer)*

7) p. 3-19; Policy 3E-1: **Encourage all jurisdictions to provide adequate stocks of preferred types of housing.** Review and revise existing regulations to identify inhibitions to housing for the varying preferences of those needing housing. Focus on population segments with particular needs such as temporary, transitional, or emergency housing. *(Brenner)*

8a) 3-20; New Policy 3F-5: **Explore and consider various financial incentives and funds to support affordable housing including but not limited to:**

- Tax credits for low-income households.
- Use of EDI funds for a "housing trust fund" to provide funding for housing priorities set by the jurisdictions involved.
- Use of the "Real Estate Excise Tax". *(Brenner, Weimer)*

8b) .... or a "Real Estate Transfer Tax" a Countywide tax or levy to provide a revenue stream for the local housing trust fund for affordable housing. *(Weimer)*

Passed May 10

1) p. 3-16; Policy 3A-2: Educate interested parties in the permitting processes required for land use actions using easy to understand publications such as brochures, handouts, workshops, and websites readily available to the public. *(Brenner)*

2) p. 3-16; lines 28-30: Design standards and funding sources will be needed to fully explore the potential for mixed use since, in some instances, lenders are reluctant participants in mixed-use projects. *(Brenner)*

3) p. 3-16; lines 32-25: County-Wide Planning Policies, Visioning Community Value Statements, preservation of agricultural lands and environmentally sensitive areas, the comprehensive plan, and zoning regulations generally prescribe preferred locations for housing a growing population of county residents. *(Brenner)*
4) p. 3-21; Policy 3H-2: Support creation of one or more additional housing units, within permitted density, when existing housing is remodeled, or commercial or light industrial facilities are redeveloped. (Brenner)

5) p. 3-1; lines 16-20: The purpose of this housing element is to consider future needs for housing in Whatcom County by examining existing housing patterns, projected population growth, and most-likely growth scenarios, and to suggest realistic ways to provide for those housing needs within the wishes of county citizens residents, sound public policy, and within the mandates of the Washington State Growth Management Act (GMA). (Brenner)

6) p. 3-3; lines 26-28: Even so, Whatcom County in total is less urban than Puget Sound with more base industry (agriculture, forestry, and manufacturing) employment, lower incomes, lower high housing costs, and less ethnic, non-English speaking populations. (Brenner)

7) p. 3-3; lines 42-54: In addition to increasing the number of people living in the County, in-migration is resulting in changes to its demographic makeup. Increased minority, retirement-age, college-age and single-parent household populations characterize demographic changes resulting from in-migration. (Brenner)

9) p. 3-7; lines 9-12: Innovative housing solutions are needed to provide enough housing units to accommodate the County’s growing housing needs. By the end of the 20-year planning period, Whatcom County will have likely experienced substantial growth. (Brenner)

11) p. 3-15; lines 13-15: Both public and private investments can be directed into housing that ensures that low- to moderate-income people will be able to continue to live near where they work in the community. (According to the US Department of Housing and Urban Development, in 2015, in Whatcom County a family of four earning $54,100 was considered low-income, while the median income for a family of four was $67,600.) (Brenner)

13) p. 3-16; lines 23-28: Incompatible uses such as heavy, noisy, or noxious industrial facilities adjacent to residential uses should continue to be discouraged. Some non-polluting, low-impact types of light industrial uses such as textile manufacturing computer or medical equipment assembly, which could be large-scale but not environmentally or aesthetically offensive, could, with some buffering, be perfectly acceptable and probably desirable near residential development. (Browne)
14) p. 3-16; lines 41-43: Citizens Residents currently possessing safe and decent housing may not fully understand the scope of the housing problem and they may tend not to want housing for less advantaged households near them. (Brenner)

15) p. 3-16; lines 43-44: In that regard, the location of affordable housing can be as difficult an issue as funding. Many people who do not want rural sprawl also do not want in-fill near them. (Brenner)

16) p. 3-17; Policy 3C-1: Support lot clustering, varied lot sizes, small-scale multi-family dwellings, accessory housing, especially accessory dwelling units (ADUs) in single-family zoning, and reductions in infrastructure requirements for subdivisions as incentives for development of housing obtainable by purchasers with the greatest possible mix of needs and household incomes. (Brenner)

17) p. 3-17; Policy 3C-2: Support programs in which citizens residents participate in the construction of their own home. (Brenner)

19) p. 3-18; lines 33-35: A portion of the agricultural workers have difficulty in obtaining adequate housing. Prior to adoption of the comprehensive plan, Whatcom County considered ordinance amendments allowing for easier and better provision of migrant worker housing. (Brenner)

24) p. 3-20; Policy 3F-4: Support innovative housing ideas including co-housing (essentially a micro-community with some centralized facilities), elder cottages (housing units for healthy but aging family members), accessory dwelling units (ADUs) in single family zoning of all jurisdictions, including cottage designs available at planning department front desk, and shared living residences or group quarters in UGAs, and educate the public about them. (Brenner)

25) p. 3-20; New Policy 3F-5: Study the new innovative programs and policies in other urban areas within our region, particularly Seattle, Portland and Vancouver BC, relating to the use of ADUs and Detached Accessory Dwelling Units (DADU). (Browne)

26) p. 3-20; New Policy 3F-6: Develop outreach materials that explain the advantages to the community of ADUs and DADU's such as the ability for residents to derive supplemental income, to age-in-place, provide accommodation for an aging parents and the reduction of the tax burden that results when the cost of providing public services is shared across a larger number of residents etc. (Browne)

27) p. 3-20; New Policy 3F-7: Work with the cities to develop ADU and DADU policies and programs that encourage infill within urban areas where transportation, public facilities, and utilities already exist. (Browne)

29) p. 3-21; New Policy 3G-5: Develop policies that encourage the construction of more Attached and Detached Accessory Dwelling Units in urban areas. (Browne)
Briefing and discussion on Comprehensive Plan Chapter 7 (Economics).

Related paperwork can be found at: www.co.whatcom.wa.us/2346/Comprehensive-Plan-Update-Process

Under the Growth Management Act, Whatcom County and the seven cities within the County must complete the periodic update of their comprehensive plans and review urban growth areas by June 30, 2016 (RCW 36.70A.130). The Planning and Development Services Department would like to make a presentation and discuss Comprehensive Plan Chapter 7 (Economics) with the Council’s Planning and Development Committee.

4/19/2016: Briefed and discussed
5/17/2016: Comments recvd., discussed and gave direction

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Chapter Seven
Economics

Introduction

Purpose

Economic vitality is the measure of the economic health of the County--its people, its businesses, and its government. A way Different ways of enhancing economic vitality arises through public and private actions designed to achieve:

1. Maintenance of a strong sustainable economic base;
2. Diversification of the local economy;
3. Improved job training and educational opportunities; and
4. Creation and maintenance of a range of family-wage jobs.

Economic vitality depends on an also be described simply as job retention, job creation, job training programs, public and private capital investment, and business and community capacity-building to allow businesses or community groups to do the job themselves. The purpose of the economic element is to set goals and establish policies which promote economic vitality for the future of Whatcom County. This chapter provides policies that directly affect other elements of this plan, and how this plan was drafted. There are also policies that can be utilized to help direct future planning actions or to review private requests for plan amendments, rezones, or specific projects. Finally, the list of specific action items set forth direction for immediate and long-term actions by the county and suggestions that involve other entities interested in Economic Development.

Process

This chapter was originally created by utilizing policies from the Overall Economic Development Program (OEDP), developed while working with the boards of the Bellingham/Whatcom County Economic Development Council (EDC), formerly Fourth Corner Economic Development Group, the Bellingham/Whatcom Chamber of Commerce, the Chamber of Commerce Economic Committee, and an ad hoc committee that was established to review industrial land supply issues. Currently, the Economic Development Administration (EDA) now requires a Comprehensive Economic Development Strategy (CEDS) instead of an OEDP to be eligible for grant funding. The EDA established the OEDP process in order to create an effective Federal/local partnership in economic planning. An expansion of the OEDP process, the CEDS directs its investments to be based on strategies resulting from locally controlled participatory planning processes established to develop and maintain the CEDS.

Lead by the Partnership For a Sustainable Economy, a committee of the principal coordinators and advocates of the wise management of new public and private investment provided ongoing involvement during development of the CEDS. The
resulting vision, goals and strategies provide the framework for public and private
decision making and serve as the basis for the action plan.

In addition to establishing a series of goals and strategies, a countywide
compilation of projects has been assembled and is included as an appendix section
entitled Whatcom County Comprehensive Economic Development Strategy Project
List. Included in this list are capital improvements, planning efforts, business
development and finance tools and technical assistance projects. This compilation
may be used as a tool for coordinating community and economic proposals
throughout the county.

GMA Goals, and County-Wide Planning Policies, and Visioning Community
Value Statements

This chapter specifically addresses Goal #5 of the Growth Management Act, which
encourages economic development and economic opportunity for all citizens of the
state. The County-Wide Planning Policies and Community Value Statements also
have sections on economic development, which this chapter specifically
addresses. Examples include: recognition of the need for a healthy economy; the
emphasis on coordination and cooperation among jurisdictions and public/private
partnering; coordination with environmental quality; and the desire to maintain the
resource-based industries and recreation as we move toward a more diversified
economy. This chapter recognizes the best path towards economic prosperity will
likely be found through promotion of the county’s existing strengths, such as our
unique position to accommodate Canadian companies looking to expand and access
the US market, our extensive recreational infrastructure, and the skilled workforce
produced by our excellent educational institutions. In general, this chapter
addresses the points raised in the CEDS, the County-Wide Planning Policies, and the
Visioning Community Value Statements but goes beyond all documents to address
other economic issues.

As a result of the CEDS process, a compilation of all countywide economic
development goals, strategies and objectives has been assembled. The Key Policies
(Goals & Strategies) Related to Local Economic Development is also a part of the
CEDS document as an appendix. This summary includes entries from municipalities
such as area cities, Whatcom County, Council of Governments, PUD #1; economic
development groups such as East County (Foothills), Point Roberts, Birch Bay
Economic Development Committees; and special focus organizations such as
Agriculture Preservation Committee, Workforce Development Council, and Whatcom
Coalition for Healthy Communities. Goals, strategies and objectives are categorized
among six general topics: Land Use & Development; Public Infrastructure &
Services; Workforce & Education; Business Development; Coordination; and
Natural Resources. Each general topic is further divided into sub-categories allowing
for cross-community themes and coordination efforts to be supported.
Reason for change: This section of Chapter 7 addresses the GMA and County-wide Planning Policies. The Comprehensive Economic Development Strategy (CEDS) is addressed later in this chapter.

GMA Requirements

The GMA was amended Beginning in 2002 to requires an economic development element into be included as a comprehensive plan upon appropriation of state funding. As of 2014, state funding has not been provided. In addition, the County Council has specifically requested that the CEDS report prepared by the Partnership for a Sustainable Economy be incorporated in the comprehensive plan. With this update to the Economics Chapter of the Comp Plan current economic data contained within the CEDS and other sources is incorporated. This chapter directly accomplishes the above objectives though economic policies also appear in other chapters of this plan.

Reason for change: The GMA was amended in 2002 to require an economic development element only if funds covering local government costs are distributed by the state at least two years prior to the deadline for updating the comprehensive plan. The state has not yet distributed such funds.

Background Summary

Total number of people employed in Whatcom County increased from 64,720 in 1990 to 94,310 in 2013, an increase of almost 30,000 people with jobs. During this period, monthly unemployment has typically ranged from about 5 to 7.5%, but has gone as low as 3.8% in 2006-2007 and peaked at 11.1% in 2010 in the aftermath of the Great Recession.
The Washington State Employment Security Department maintains more detailed statistics on “covered” employment, which are jobs covered by state unemployment insurance. Covered employment for Whatcom County is shown below in Table 1, and Figures 2 and 3 by North American Industry Classification System (NAICS) codes.

Table 1. Employment by Industry, 2002-2013

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Resources and Utilities</td>
<td>3,053</td>
<td>3,110</td>
<td>3,071</td>
<td>3,196</td>
<td>3,097</td>
<td>3,115</td>
<td>3,362</td>
<td>3,336</td>
<td>3,376</td>
<td>3,645</td>
<td>3,710</td>
<td>3,672</td>
<td>20.28%</td>
</tr>
<tr>
<td>Construction</td>
<td>5,471</td>
<td>5,679</td>
<td>6,030</td>
<td>6,906</td>
<td>7,216</td>
<td>6,928</td>
<td>6,979</td>
<td>5,652</td>
<td>4,861</td>
<td>4,845</td>
<td>5,078</td>
<td>5,002</td>
<td>-8.57%</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>7,952</td>
<td>7,991</td>
<td>8,034</td>
<td>8,324</td>
<td>8,630</td>
<td>9,027</td>
<td>8,695</td>
<td>7,727</td>
<td>7,637</td>
<td>8,242</td>
<td>8,703</td>
<td>8,923</td>
<td>12.49%</td>
</tr>
<tr>
<td>Wholesale Trade</td>
<td>2,465</td>
<td>2,629</td>
<td>2,919</td>
<td>3,127</td>
<td>3,075</td>
<td>2,994</td>
<td>2,971</td>
<td>2,677</td>
<td>2,648</td>
<td>2,552</td>
<td>2,535</td>
<td>2,514</td>
<td>1.99%</td>
</tr>
<tr>
<td>Retail Trade</td>
<td>8,877</td>
<td>9,211</td>
<td>9,487</td>
<td>10,012</td>
<td>10,063</td>
<td>10,253</td>
<td>10,295</td>
<td>9,855</td>
<td>9,701</td>
<td>10,029</td>
<td>10,573</td>
<td>10,834</td>
<td>22.05%</td>
</tr>
<tr>
<td>Transportation and Warehousing</td>
<td>1,562</td>
<td>1,506</td>
<td>1,634</td>
<td>1,707</td>
<td>1,751</td>
<td>1,782</td>
<td>1,827</td>
<td>1,862</td>
<td>1,856</td>
<td>1,950</td>
<td>2,047</td>
<td>2,102</td>
<td>34.57%</td>
</tr>
<tr>
<td>Health Care Services</td>
<td>7,139</td>
<td>7,507</td>
<td>8,086</td>
<td>8,394</td>
<td>8,644</td>
<td>9,015</td>
<td>9,232</td>
<td>9,445</td>
<td>9,625</td>
<td>9,784</td>
<td>9,781</td>
<td>9,861</td>
<td>38.13%</td>
</tr>
<tr>
<td>Accommodation and Food Services</td>
<td>6,818</td>
<td>6,936</td>
<td>7,220</td>
<td>7,544</td>
<td>7,944</td>
<td>8,266</td>
<td>8,159</td>
<td>7,621</td>
<td>7,454</td>
<td>7,257</td>
<td>7,138</td>
<td>7,833</td>
<td>14.89%</td>
</tr>
<tr>
<td>Other Services</td>
<td>14,172</td>
<td>14,576</td>
<td>15,056</td>
<td>15,639</td>
<td>16,026</td>
<td>17,084</td>
<td>17,421</td>
<td>16,673</td>
<td>16,295</td>
<td>16,675</td>
<td>16,935</td>
<td>17,335</td>
<td>21.61%</td>
</tr>
<tr>
<td>Government</td>
<td>12,817</td>
<td>13,272</td>
<td>13,451</td>
<td>13,652</td>
<td>13,742</td>
<td>14,082</td>
<td>14,234</td>
<td>14,316</td>
<td>14,346</td>
<td>14,291</td>
<td>14,101</td>
<td>14,339</td>
<td>11.87%</td>
</tr>
<tr>
<td>Total</td>
<td>70,306</td>
<td>72,417</td>
<td>74,988</td>
<td>78,501</td>
<td>80,188</td>
<td>82,544</td>
<td>81,167</td>
<td>79,164</td>
<td>77,779</td>
<td>78,270</td>
<td>80,401</td>
<td>82,315</td>
<td>17.08%</td>
</tr>
</tbody>
</table>

Total covered employment in Whatcom County increased by 17% between 2002 and 2013, while population grew by 18% during this same period (see Table 1 above). Health care services increased by 38% from 2002-2013, which is the highest percentage gain of any industries shown above. Employment in the resources and utilities, retail trade, transportation and warehousing, and other services categories also grew more than average. Between 2002 and 2013, about 8.5% of the construction jobs were lost. Construction, which was hit hard in the aftermath of the economic downturn, was the only industry that suffered a net loss of jobs in this time-frame. The 2013 distribution of jobs is shown below.
Median household income in Whatcom County increased between 1990 and 2013, although not as much as in Washington State. In 2013, the median household income was almost $52,000 in Whatcom County. In the state as a whole, 2013 median household income was approaching $59,000. A comparison of County and State median income, not adjusted for inflation, is presented below.
Figure 4. Median Household Income, 1990-2013

Historically, Whatcom County has had a cyclical economy. The unemployment rate typically runs nearly a percentage point higher than the state as a whole, though the 2002 year-to-date (10 month) average unemployment rate for Whatcom County of 6.3% is lower than the state average of 7.1%. Average annual wages run several thousand dollars below the state as a whole, a gap that continues to grow.

A number of efforts have been made in the past to address the economic issues in the county. Beginning in 1966 and continuing periodically thereafter, the Whatcom County Council of Governments, working with public and private sectors, published an Overall Economic Development Program (OEDP). For the years 1991 to 1993, the OEDP was prepared by the EDC, in cooperation with Whatcom County Council of Governments. Since 1993, the Whatcom County area has not had an update to overall or comprehensive economic development strategy, until completion of the CEDS process.

The earlier programs led to several studies that were completed in the early 1980s, including: The Business Triad Report, 1981; The Economic Futures Study of Whatcom County, 1983; and The Stanford Research Institute Study, 1983. These studies led to the creation of Team Whatcom, a coordinating group, and Fourth Corner Economic Development Group, both of which joined with the Council of Governments, the Chamber of Commerce, and the Port of Bellingham to sponsor studies and/or carry the economic development role in the county. In 1987, the Business College at Western Washington University led an exercise involving all of the agencies in Whatcom County interested in economic development. From this
exercise, a major conclusion was that there is a need for continuing coordination. 
In 1989, the Cities of Everson and Nooksack held economic summits sponsored by 
Puget Sound Power and Light. Several years later, the City of Ferndale followed 
suit. 
Early in 1993, an ad-hoc industrial land supply committee was created under the 
auspices of EDC to review industrial land supply needs. The Whatcom County 
Council appointed a Jobs Based Economy Committee that published a report in 
September 1994. Prior to an economic summit in October 1994, the Chamber of 
Commerce published a background study on the local economy.
In addition, an Economic Development Task Force (EDTF) was formed in the fall of 
1996 to address economic development issues, network between jurisdictions and 
organizations in Whatcom County and to take positive actions in information and 
marketing; regulatory issues; and infrastructure. In addition, the EDTF was charged 
with the mission to facilitate actions that will improve the economy of Whatcom 
County. A full work plan was established from which to accomplish these objectives.

Reason for change: Deleting outdated information.

Community Wide Strategic Planning Efforts

Whatcom County Comprehensive Economic Development Strategy

The Whatcom County Comprehensive Economic Development Strategy (CEDS) was 
updated in 2015. The principal purpose of the CEDS is to facilitate the retention and 
creation of living-wage jobs and to foster a stable and diversified regional economy, 
thereby improving the quality of life in the region. Its intent is to bring together the 
public and private sectors in the creation of an "economic roadmap" to diversify and 
strengthen the regional economy by integrating the region’s human resources and 
capital-improvements planning in the service of economic development. The CEDS 
incorporates three vision statements relating to the County’s preferred economic 
future:

• Whatcom County values its business community, which is principally 
responsible for the continued growth in jobs and incomes in the region;

• Whatcom County and its constituent communities have vibrant and dynamic 
economies where the region’s abundant natural resources are cherished and 
protected; and

• Whatcom County has an outstanding quality of life where all residents have 
opportunities to thrive and the support they need to seize those 
opportunities.
The CEDS also identifies infrastructure and other projects that support economic
development and includes economic data. The CEDS report has primarily directed
sales tax revenue collected under RCW 82.14.370 be used to fund infrastructure.

In 2000, the Partnership for a Sustainable Economy was formed to coordinate
countywide economic development planning efforts. The first task is completion of
the CEDS, which is being incorporated into this Economics Chapter. Six overarching
Economic Development Strategies have been identified through the CEDS process:

Goal A: Finance and maintain appropriate infrastructure for community and
economic development.
Goal B: Ensure sustainable development and uses of natural resources.
Goal C: Promote a diverse economy by sector and location.
Goal D: Foster collaborative working relationships among economic
development stakeholders at the community, state, federal, international and tribal
levels.
Goal E: Provide and retain a high-quality workforce.
Goal F: Increase public understanding and involvement in economic issues.

Numerous strategies accompany each of the above Goals.

Minority Population Issues

Historically, Native Americans, the largest minority population in Whatcom County;
have had high unemployment rates. This has been further impacted by the loss of
fisheries, although casinos recently built on both reservations have partially
substituted for this loss. Another growing cultural group in the county is the
Hispanic community, which came to Whatcom County for seasonal agriculture work
and has chosen to stay. Seasonal employment, however, cannot provide for
adequate housing and other basic needs. Russian and Ukrainian immigrants are
another growing minority in Whatcom County who may have special needs.

Strategic Economic Vitality Issues

There are a number of major economic vitality issues facing Whatcom County.
These issues are discussed individually below and each is addressed through a
specific goal with attendant policies.

Issues, Goals, and Policies

Diversified Economy

Quality of life is an essential component in many people's choice to live in Whatcom
County. A fundamental aspect of "quality of life" characteristics is a strong and
diversified economy—one that remains resilient through business cycles—is
relatively recession-proof, and one that can provide family-wage employment,
affordable housing, discretionary income, tax base, and sponsors for worthy causes.
Such an economy should provide for all segments of society with a geographic
distribution that, in accordance with the land use plan, spreads the jobs and tax
base throughout the area. This concept was reinforced by a non-statistical Business
Retention and Expansion (BRE) survey conducted by Western Washington
University’s Small Business Development Center (SBDC) with 54 manufacturers.
They reported that the top two strengths of Whatcom County are Recreation and
Quality of Life.

Reason for change: The WWU Small Business Development Center no longer
conducts this survey.

Based on non-agriculture payroll employment data in Whatcom County, the
number of non-agricultural jobs has consistently grown since 1982. In general, the
long-term trend in the county’s economic development is similar to state and
national trends. More specifically, the service-producing employment sectors (trade;
services; government; financial; transportation/utilities) have grown over time;
while goods production (mining, construction and manufacturing) has decreased as
a share of total employment. The goods share of the Whatcom economy declined
from 33% in 1970 to 23% in 2000, while services rose from 67% to 77%.

Even though employment growth has surged, wage growth has lagged. Per capita
personal income growth in Whatcom County has also not kept pace with the
statewide average. In 1999, per capita personal income for Whatcom County was
reported to be $23,228 while Washington State reported $30,380. From an analysis
of the annual average wage in Whatcom County and Washington State since 1970,
the wage gap that is apparent in per capita personal income is even wider by this
measure. In 2000, the average annual wage difference between the state and the
county was $10,743. Adjusted for inflation, average wages in Whatcom County
have declined from $23,872 to $19,958 over the last 30 years.

This overall decline of the average wage has been subject of considerable
discussion because it is a national trend. Some of the explanations considered
include an overall decline in high-paying goods-producing jobs accompanied by a
large increase in lower paying trade and service jobs.

The rapid growth in service-related jobs mirrors national and state trends that have
occurred for several decades. As reported in the CEDS, forecasts suggest that these
trends will continue through 2020 and beyond. Washington State’s economy will
continue to become more and more dominated by service jobs. It is expected that
service jobs will account for 35% of Whatcom County’s employment in 2020, up
from 26% in 2000.

Reason for change: Employment information is included in the Background
Summary in this Chapter. Wage information is in the CEDS and on the Internet.
Goal 7A: Promote a healthy economy which provides ample opportunity for family-wage jobs for diverse segments of the community, which is essential to the quality of life in the area.

Policy 7A-1: Together with the cities, provide an ample, developable land supply for commercial and industrial uses to provide opportunity for new and expanding firms wishing to locate or remain in Whatcom County.

Policy 7A-2: Foster a diverse, private-sector job base, which will provide family-wage jobs at the state median income level or greater, and facilitate the retention and expansion of existing businesses.

Policy 7A-3: Employ innovative techniques to attract a mix of diversified industries for a broader economic base.

Policy 7A-4: In addition to stimulating family-wage jobs and jobs in diverse sectors, plan for service-related jobs such as those necessary to support tourism, recreation, and retailing, as well as those that relate to industry.

Policy 7A-5: Support a joint venture between the public and private sector in a training and technology partnership with local education resource providers to develop the interest of supporting the development of an educated work force as a key factor for economic success. Such partnerships should include Western Washington University, Whatcom Community College, Bellingham Technical College, Northwest Indian College, NW NorthWest Workforce Development Council, and businesses and industries.

Policy 7A-6: Support "Industrial Incubators" to facilitate business start-up operations and entrepreneurship education for small companies which are bigger than cottage industries, but not yet ready for a stand-alone industrial site.

Policy 7A-7: Foster an adequate housing supply for all income levels as a prerequisite for a healthy economy.

Policy 7A-8: Enhance the environment for resource-based industries and the growing service industry with an emphasis on the communities in eastern Whatcom County.

Policy 7A-9: Produce a strategic plan to guide the county's participation in tourism development-marketing.

Policy 7A-10: Establish a competitiveness review of policies, taxes/fees, processes, and other influences that impact county businesses.
Coordination/Cooperation and Public/Private Partnerships

In the mid-1980s, it was recognized that cooperation and coordination by businesses, jurisdictions and other entities were essential components to achieve a strong economy. The CEDS states that one of its purposes is communication and outreach that encourages local goal setting, public engagement, and a commitment to cooperation among the different levels of government, the business community, and the not-for-profit sector. Special efforts were made to accomplish these; both the City of Bellingham and Whatcom County hired staff with this focus.

The Port of Bellingham was designated as the Associate Development Organization (ADO) in Whatcom County by the County Executive in 2012. An ADO is intended to serve as a point of contact for local economic development activities by supporting business retention, expansion of existing businesses, and new business development.

During the 1990s, the county's small cities followed suit with the addition of either added staffing or contracted planners and three unincorporated areas (Birch Bay, Point Roberts and East County) assembled economic development committees. As evidenced in the Key Policies Related to Local Economic Development, this commitment to coordination and cooperation by all entities and jurisdictions throughout the county is more specifically revealed. As the area continues to grow and systems become more complex, it will be increasingly important to maintain this effort.

Goal 7B: Support increased public/private sector partnering among all entities involved with economic development.

Policy 7B-1: The Port of Bellingham, serving as the ADO, will work with the cities, the County, Chambers of Commerce, educational institutions, and other groups to assist retention and expansion of existing local businesses and to attract appropriate businesses to Whatcom County. Work with the Partnership for a Sustainable Economy, Chambers of Commerce, the Port of Bellingham, the ECD, and the Convention and Visitor Bureau and other groups to attract sustainable industry to Whatcom County and to assist expansion and retention of local businesses.

Policy 7B-2: Continue to work with the Partnership for a Sustainable Economy-in informal meetings of staff from all the entities and jurisdictions involved with economic development to discuss issues of interest on a periodic basis.
Reason for change: The Partnership for a Sustainable Economy has transitioned into a group called the Small City Partnership, which is a forum for small city issues and economic development topics.

Policy 7B-3: With the Partnership for a Sustainable Economy, cities, Port of Bellingham, Council of Governments, Tribal governments, Northwest Economic CouncilEDC, Chambers of Commerce, business, labor, education, and other social and community interests, continue to cooperate, on updating prepare and implementing the annual Comprehensive Economic Development Strategy project list and other economic analyses and plans.

Policy 7B-4: Identify, develop and match funding opportunities with the economic development projects contained within the CEDS report. Funding sources could include WA CERT, the Economic Development Administration (EDA), Community Development Block Grants (CDBG), Community Economic Revitalization Board (CERB), EZM, Rural Sales Tax (also known as the Economic Development Initiative or EDI fund), USDA Rural Development, grants and loans, private investment, local match and many other federal, state and local sources.

Policy 7B-5: Encourage utilization of current technology and efficient communications tools to disseminate information.

Infrastructure

Despite the many natural advantages for economic growth in Whatcom County, several factors constrain the creation of future wealth in the county. One of the factors is the lack of adequate infrastructure for future industrial development. An adequate water distribution system is one example.

Water quantity and quality and the distribution system needed to supply water are all elements of the water supply problem. In addition, the complex legal issues regarding rights to water are being considered relative to planning for future growth (see Utilities and Environment Chapters). Future water withdrawals from the region’s rivers and aquifers will be considered relative to the need to provide adequate water for both in-stream and out-of-stream other users. In 1998, through the enactment of state legislation, the boundaries of the Water Resource Inventory Area No. 1 (WRIA 1) were established. Caucuses – The Planning Unit representing various stakeholders were designated to address, through local government, water resource planning needs from a watershed perspective. The WRIA 1 Watershed Management Plan was completed in 2005. This plan addresses water quantity, water quality, instream flow, and fish habitat. This process is currently underway and is expected to provide technical tools to aid future local planning for sustainable economic development.
Watershed planning must continue to be considered relative to the 20 year plans for sewer, all-weather access roads, and appropriate storm drainage to encourage new industries to easily locate in Whatcom County.

Effective government services, such as criminal and civil justice, public health and safety, planning and development services, safe roads, and stormwater facilities play an important role in supporting economic development. Adequate funding for the increased demand for governmental services and the infrastructure to support them is critical to expansion of the Whatcom County economy.

Along with planning for future water and other infrastructure for economic development, electric energy supply and telecommunications are also important for future economic growth within the county. The expansion or construction of new transmission facilities is important for the locational decisions of the industries that might want to locate to Whatcom County. Also—PUD #1’s InfinET Telecommunications Utility (Whatcom Open Network) has been established to facilitate the availability of advanced telecommunications services for public agencies and businesses in proximity to the InfinET network facilities. Facilities include a backbone of fiber optic infrastructure, both existing and future, as InfinET’s network expands countywide.

Reason for change: The PUD is no longer pursuing this particular project.

**Goal 7C:** Ensure adequate infrastructure to support existing and future business development and evolving technology.

**Policy 7C-1:** Continue to work with all involved parties to ensure an adequate water supply and distribution system to support economic growth.

**Policy 7C-2:** Encourage the provision of adequate transportation infrastructure, including roads to all industrial sites.

**Policy 7C-3:** Work with service providers for a dependable electric power supply, alternative energy sources, communications, and evolving technology to support existing and future business development.

**Policy 7C-4:** Encourage location of industrial areas, especially where sewer and water service and all weather access can be readily provided when necessary.

**Policy 7C-5:** Support the efforts of the PUD #1 and area communication and cable companies to get a fiber optic network throughout Whatcom County.

**Policy 7C-6:** Consider proposals for an east-west rail line between Cherry Point and Sumas including stops in Lynden.
Reason for change: Any such proposal would be considered under the permitting authorities that exist.

Policy 7C-67: Participate in the ongoing implementation and operation of the countywide water resources management body (WRRA #1) for Whatcom County.

Policy 7C-78: Recognize the importance of governmental services and facilities to support economic development. Update capital facility plans and appropriate adequate funding for public facility upgrade or expansion necessary to serve projected population and business growth.

Policy 7C-89: Recognize the importance of integrated transportation planning to economic development.

Regulations/Processing

Governmental regulations are both a perceived and a real problem. Sufficient regulatory control and enforcement is needed to protect the environment and general health, safety, and welfare of the community and also to assure minimum quality standards to protect development investments from adverse effects from neighboring development. This must be tempered to avoid excessive cost, inflexibility, unpredictability, and excessive time delays. Ample land is needed with proper zoning to ensure a wide range of choice and preclude excessive land prices. Such lands should be located in areas suitable for development, thus minimizing the need for regulatory controls.

Site-specific environmental constraints such as wetlands, streams, and river protection areas reduce land use options for many businesses and industrial firms. The current incremental, site by site approach to regulating environmental resources is considered an impediment to achieving economic vitality goals. One step toward addressing this issue is the initiation by the Port of Bellingham to conduct an land capacity analysis, which includes an inventory of the supply and availability of industrial and commercial properties in the county and to conduct a forecast of future demands and needs.

Goal 7D: Consistent with other goals of the county, strive for balanced, clear, and predictable overall policies, practices and regulations which do not unnecessarily or inadvertently prevent, confuse, delay, or create costly hurdles restricting effective and desirable economic development.

Policy 7D-1: Work with state and federal agencies to coordinate and streamline environmental review.

Policy 7D-2: In implementing this plan, do Consider conducting in-depth environmental analysis for comprehensive plans and subarea plans.
to limit the need for future analysis by the private sector to a few issues that are unique to a specific project and cannot be reasonably analyzed at a subarea level.

Policy 7D-3: Seek grants to develop government-sponsored environmental impact statements for specific industrial sites.

Reason for change: Policies 7D-2 and 7K-5 address addresses programmatic environmental analysis.

Policy 7D-34: Integrate and simplify regulations to make them more understandable and user-friendly.

Policy 7D-45: Utilize graphic illustrations to explain choices which cannot be clearly conveyed in a few words.

Policy 7D-56: Utilize private sector professional review, where appropriate, to streamline the permitting process and provide a choice of reviewing options for applicants including engineers who could provide pre-approved engineered drawings.

Policy 7D-67: Streamline and coordinate the permit process and sustain a supportive customer service approach towards permitting.

Policy 7D-78: Develop a computerized system, similar to the public library system, use information technology and improve the an Internet web sites so the public computer owners can receive information on the status of projects, latest drafts of documents, and access to general resources via the Internet.

Policy 7D-89: Create options for greater flexibility in the regulatory and development review process.

Policy 7D-949: Consider the vision statements and action items in the CEDS when conducting local planning processes. Review and incorporate into local planning processes the goals and policies summarized from countywide planning documents in the CEDS appendix document: Key Policies Related to Local Economic Development.

Proximity To Canada

The impact of the British Columbia population on the local Whatcom County economy is considered both an asset and a liability, depending on the particular type of impact being considered. The large Canadian consumer population has created an inordinately large retail sector in Whatcom County, increasing jobs, retail sales, taxes, and traffic. In 1994, estimates indicated that over 25% of all county employment was related to Canadian consumer activity, and 30% to 40% of
all county retail activity depended on the Canadian shopper. Over time, the
impacts of Canadian consumer activity has fluctuated greatly, primarily in
relationship to the value of the Canadian dollar and more recently due to increased
security issues. Between 1995 and 2001, taxable retail sales declined 2%, 10%
and 27% in Everson, Blaine and Sumas, respectively, according to Washington
Department of Revenue.

Retail jobs tend to be low-wage, frequently part-time, and without benefits. Even
though these jobs can prove to be a valuable asset to a community by providing
supplemental family income, part-time work availability, and entry-level positions,
when this is factored with the rising cost of living in Whatcom County, it becomes
apparent that many local retail jobs do not pay a living wage. This fact has
important ramifications for funding public sector services, provision of affordable
housing, meeting rising medical costs, and supply of other basic services.

A more positive aspect of the proximity to Canada is the opportunity to provide for
Canadian companies who want to expand or relocate in the United States to
broaden their markets or enjoy other economic advantages.

Goal 7E: Enhance the economic trade, tourism, and industrial siting
advantages of the county's location adjacent to the
Canadian border.

Policy 7E-1: Support attractions for Canadians and other visitors so they will
remain in the community longer and distribute their spending
throughout the community. Some of the examples would include
support for such items as the following:

- Events such as the "Ski to Sea" race and festival.
- The Whatcom Museum of History and Art, Mount Baker Theater,
  other historic and cultural centers, and community revitalization
efforts.
- Parks and open spaces.
- The Bellingham Festival of Music.
- The Mount Baker outdoor recreation area.
- Farmers markets and other natural resource based activities.
- Projects, events and activities of unincorporated areas such as
  Point Roberts, Birch Bay and East County.

Policy 7E-2: Work cooperatively with jurisdictions in the Lower Mainland of
British Columbia along with US and Canadian national
governments, to facilitate the development of economic, transportation, and environmental initiatives.

Policy 7E-3: Use Western Washington University as a regional resource and major draw for Canadians and others who participate in symposiums and other regional events.

Policy 7E-4: Continue to provide assistance and the opportunities for Canadian companies to relocate or set up a second plant in Whatcom County, while at the same time encouraging our companies to explore and develop markets in Canada.

Business Retention and Expansion

Businesses create jobs, supply needed goods and services, and enhance economic opportunities for the residents of the County. It is also important to encourage locally-owned and operated businesses to re-invest profits and pay wages in the local community. A local company with national or international interests, or a national firm with major local investment can provide substantial support to local causes, and educational and cultural activities, and the tax base. Local businesses use local banks and other support services which help keep dollars cycling through the local economy. Therefore, business retention and expansion are important elements that support the economic well-being of the community.

In the "Evaluation for Industry Recruitment in Whatcom County and Cherry Point" study conducted for the Port of Bellingham and PUD #1 in 2000, it was shown that the best industrial sectors for targeting success include small (20-50 employees) to medium-sized (50-250 employees) firms. Target locations include firms in the Seattle and BC market, as well as industries already present in the county that are ready for expansion and retention.

Goal 7F: Encourage development that creates local re-investment funds and provides jobs in the local community.

Policy 7F-1: Support existing local businesses in the community as the major contributors of job creation and regeneration and afford them every opportunity to continue their success in the community.

Policy 7F-2: Encourage businesses whose products and services can be marketed beyond the borders of Whatcom County, both domestically and internationally.

Policy 7F-3: Encourage firms to contribute financially as partners with the public sector in sharing the costs for civic and cultural needs of the community-at-large.
Policy 7F-4: Enhance opportunities for increased resource-based (agricultural, forest, fisheries, and mining products) value added industries.

Policy 7F-5: Encourage utilization of existing and future resources available through local agencies, entities, and organizations, such as the “Evaluation for Industry Recruitment in Whatcom County and Cherry Point” and industry sector analyses being completed by information from the Western Washington University Center for Economic and Business Research.

Economic Growth and Environmental Quality

Often economic development and environmental protection are seen as opposites. Because growth can increase pressure on sensitive critical areas and resource lands there can be some truth to this. However, both economic vitality and environmental quality are interrelated and are extremely important to the community. Economic development requires adequate water supply as a fundamental need. The fishing and shellfishing industries are particularly dependent on water, good water quality, and habitat. The tourist industry needs these same attributes. Washington CEO, dated November 1993, printed a survey, which ranked quality of life and environment are first and third, respectively, as reasons that for businesses need be attracted to Whatcom County, the State of Washington. Conversely a strong economy that provides well good-paying jobs allows the leisure time and the resources to focus on environmental protection.

Goal 7G: Coordinate economic development with environmental, resources, and other comprehensive plan land use and open space policies and measures to enhance the community’s overall quality of life.

Policy 7G-1: Recognize the natural environment as a major asset and manage environmental resources accordingly.

Policy 7G-2: Review the environmental protection policies plan for Whatcom County to coordinate with and incorporate economic development objectives.

Policy 7G-3: Provide support to Whatcom County’s tourist industry to maintain and enhance a balance between the economic benefits of tourism and the local quality of life.

Policy 7G-4: Encourage sustainability as “sustainable materials economy” by:
- Supporting waste reduction, re-use, recycling and the processing of used and waste resources into economically viable products; and
- Supporting renewable energy, state-of-the-art technology, and conservation techniques to minimize demands on resources such as water, energy, and other natural and developed resources.

Policy 7G-5: Coordinate environmental and economic planning efforts.

Policy 7G-6: Address environmental issues on a county-wide basis so that areas like the Cherry Point Industrial Area or public access areas such as marinas or the airport can expand as necessary using mitigation banking or other appropriate mitigation measures.

Natural Resource Based Industries

Natural resource industries are agriculture, forestry, fishing and mining. While accounting for less than 5% of the total county employment, resource based industries are still major components of the economy. For example, the market value of crop and livestock product sales from Whatcom County farms was over $357 million in 2012 (Census of Agriculture). Over $26 million in timber was harvested in 2012 from private and public lands in Whatcom County (State Department of Revenue). Additionally, almost $11 million was paid to fishermen for salmon, ground-fish and shellfish at Whatcom County ports in 2012 (Washington Department of Fish and Wildlife). Farming, forestry, fishing, and mining are important to the economic health of the County. In 1997, the total value of farm products produced and sold in the county was $241.6 million, ranking 5th among counties in the state. Some resource jobs tend to be high paying and it is the resource industries that give Whatcom County its distinctive flavor.

The reduction in jobs in the resource industries not only lowers the average wages, it also disproportionately eliminates jobs from different segments of society. For example, dwindling fisheries have impacted those who, historically, have relied on fishing for a livelihood. According to the Washington State Department of Employment Security, commercial fishing has declined to 71 reported local jobs in 2000, down from a 1990-1994 average of 208 local jobs per year. Likewise, the local shellfish industry has suffered significant losses. The Dungeness crab fleet has been affected by increased competition, imposition of quotas and shorter harvest seasons. Also, due to deteriorating water quality, The State of Washington Department of Health has prohibited commercial shellfish harvest within Drayton Harbor (Blaine) and Portage Bay (off the Lummi Peninsula). In response, the County created Shellfish Protection Districts for these waterbodies and local advisory committees are actively working on strategies and actions to reduce pollution sources.

Whatcom County Comprehensive Plan

7- 20
Forest industry job losses also severely impact families living in the eastern part of the county. In addition, consolidation of farmsteads and land use is occurring more rapidly in Whatcom County than in other parts of the state. In Whatcom County, the number of farms declined by 11% between 1992 and 1997, while the state declined by only 6%. Also, the acreage devoted to farming has been steadily declining. Between 1992 and 1997, the county acreage fell by 12%. During the same period, the state declined by only 3%.

New technology and improved practices are continually being evaluated. With the decrease in farmland and increase in farm productivity, more manure waste is being generated in decreasing areas of agricultural land. Thus, efforts to use waste for biogas (energy production) is under study.

**Reason for change:** Agriculture, forestry and mining are addressed in Chapter 8. Some of the above statistics change over time. With the availability of information on the Internet, it is generally not necessary to have this level of detail in the Comprehensive Plan.

**Goal 7H:** To promote economic diversity, continue to support the resource industries as significant elements of the local economy including the employment base.

**Policy 7H-1:** Ensure that sufficient agricultural land, support services, and skills are available to encourage a healthy and diversified agricultural economy.

**Policy 7H-2:** Work with other agencies, Tribal governments and groups to improve the condition of the fishery resource, including habitat maintenance and enhancement, especially for habitats utilized by threatened and endangered fish species.

**Policy 7H-3:** Maintain the commercial forestland base of Whatcom County to assure the industry’s continued economic viability and sustainable harvest.

**Policy 7H-4:** As part of a broad-based economy, foster productive timber, agriculture, and fisheries industries in a sustainable manner.

**Policy 7H-5:** Support mining, which is compatible with other land use and environmental policies, including surface mining of sand, gravel, and rock and subsurface mining of other minerals found in Whatcom County, such as gold and silver.

**Policy 7H-6:** Promote the expansion of "value added" production of secondary products and resources to support the primary resource industries and maintain wealth and jobs in the local community.
Policy 7H-7: Encourage growth of tourism—and recreational activities, and businesses that provide for diversity of the natural resource industry, provided that they comply with County regulations the countywide-planning policies, and, when located in a rural area, preserve the rural character of the area.

Unemployment and Underemployment

Over the past five years (1996-2001), unemployment has tended to run nearly a percentage point higher in Whatcom County (5.8%) than in the state as a whole (5.2). Unemployment tends to affect minorities harder; thus, lessening the opportunity for cultural diversity. However, this relationship has reversed during 2002 with the 10-month average unemployment rates of some more rural counties of the state, it has averaged the highest of three similar Westside counties of Thurston (Olympia), Kitsap (Bremerton), and Pierce (Tacoma) since 1990. Adjacent and more rural Skagit County has consistently held a higher unemployment rate since 1990 than Whatcom County.

Average yearly unemployment rates in Whatcom County have generally tracked unemployment rates in Washington State as a whole. In the 1990s, Whatcom County unemployment was slightly higher than the state. However, state unemployment has generally been higher from 2002 to 2013.

Figure 5. County and State Unemployment, 1990-2013

Underemployment reflects underutilization of the productive capacity of the employed population. Measurable statistics are not available to monitor this issue but should be considered as the employment base of Whatcom County shifts from being a resource-based economy to one of services-producing employment. Cottage industry and home-based businesses, also minimally measured, have an impact on the employment base. Graduates from Western Washington University, area high schools, and the community and technical colleges desiring to remain in the area are another sector of the population that is underutilized.

**Goal 7J:** In an economic strategy for Whatcom County, address unemployment and underemployment as important issues and continue the effort to increase family wage jobs.

**Policy 7J-1:** Support creation of job opportunities for local residents, especially family wage jobs to decrease unemployment and underemployment.

**Policy 7J-2:** Support economic development that recognizes and respects the needs, concerns, rights, and resources of a diversity of cultural groups, and allow them every opportunity to participate and benefit in this process in full partnership with the community-at-large.

**Policy 7J-3:** Through grants, training by the Northwest Workforce Development Council, Bellingham Technical College, Whatcom Community College and Northwest Indian College, and other opportunities focus on absorbing and retraining displaced and discouraged workers and addressing the skills gap, from declining industries.

**Geographic Diversity**

A final issue with the local economy is the location of the majority of jobs in the western-most portion of the lowlands area of Whatcom County. This is where the majority of the population lives and works, and the infrastructure is available, and where most of the jobs should continue to be located. People from smaller communities located throughout the County generally have longer commutes. But as the commercial forestry, farming and fishing job base declines and people disperse more throughout the county, commuting distances increase, creating greater impacts on the road system. Also, there is it creates additional need for more discretionary-income for travel costs.

These and other area-specific issues have spurred three communities to focus efforts on economic development; the creation of three economic development regions in the unincorporated areas of Whatcom County: Point Roberts, Birch Bay, and East County. Each has successfully developed an area Economic Development Plan and has either completed or is in the process of completing a Sub-Area plan, with the Planning Department. The ongoing work of these groups is crucial to addressing the most urgent and long-range planning needs in these areas the most
rural areas of Whatcom County such as loss of family-wage jobs and tax-base revenues, and the increased demand for services by a growing residential population.

**Goal 7K:** Enable a geographic balance for economic growth within the capacities of the county’s natural resources, natural systems, public services, and public facilities.

**Policy 7K-1:** Support small and cottage businesses in rural areas that minimally impact productive agricultural, forest, or mineral resource land.

**Policy 7K-2:** Designate adequate zoning to allow business and industrial development where it is needed and most appropriate.

**Policy 7K-3:** Locate new commercial or industrial development along Guide Meridian within designated urban growth areas, Rural Community LAMIRDs, and Rural Business LAMIRDs in a manner that does not disrupt the Guide’s regional transportation function.

**Policy 7K-4:** Consider establishing more Encourage resource and tourism based recreational, commercial, and cottage industry industrial uses to create economic opportunity in the rural areas of the county.

**Policy 7K-5:** Support the implementation of land use concepts as defined in Chapter Two by seeking grants to provide technical support and complete necessary programmatic environmental analysis to facilitate reduced time frames and duplication in the SEPA process.

**Policy 7K-6:** Support long-term employment efforts in the unincorporated areas of the county, such as those stated in the Point Roberts, Birch Bay, and east County Economic Development Plans and Sub-Area Plans.

**Policy 7K-7:** Support efforts and/or organizations trying to achieve agricultural diversity such as:

- niche markets for local products;
- technical assistance or educational programs;
- farmers' markets;
- value-added or innovative ag products or services;
- other product outlets; and
- community education and information dissemination.
Policy 7K-8: Support agriculture, agricultural processing, and manufacturing as a high priority in future allocations of water rights.

Policy 7K-9: Within urban growth areas, balance areas planned for housing and jobs to potentially shorten commute times.

Policy 7K-10: Support grocery stores and local food markets that provide fresh, healthy foods in underserved areas.

**Economics Action Plan**

**Coordination**

1. In addition to present efforts at various levels to coordinate programs, work with The Partnership for a Sustainable Economy, the Bellingham/Whatcom Economic Development Council, Chambers of Commerce, Bellingham/Whatcom Convention and Visitors Bureau and other agencies on a more formal basis than in the past in order to ensure a coordinated economic development program in Whatcom County.

Reason for change: This is similar to concepts in Policy 7B-3.

2. Work with the Partnership for a Sustainable Economy and all other participating entities and jurisdictions to implement the Comprehensive Economic Development Strategy as designated.

Reason for change: This is addressed by Policy 7B-3.

3. Utilize the information and data contained in the CEDS document and accompanying appendices along with the Goals, Strategies and Action Steps as a guide to all planning and development efforts.

Reason for change: The CEDS is addressed in Policies 7B-3, 7B-4 and 7D-10.

**Economic Development Strategy**

4. Through the Partnership for a Sustainable Economy, Bellingham/Whatcom EDC or other designated entity, ensure that the CEDS is updated every two years or as necessary to qualify for federal programs.

Reason for change: This is addressed by Policy 7B-3.

4.5. In addition, and working with the Partnership for a Sustainable Economy, Bellingham/Whatcom EDC or other designated entities, ensure the development of a strategic plan for economic development utilizing the
benchmarking approach to measure specific objectives. The strategic plan should specifically address the following:

- Develop benchmarks to measure success of economic development in the county:
  - Increase of the median household income of the county;
  - Reduction of the county unemployment rate;
  - Improve turn-around time on development permit processing;
  - Increase the percentage of "owner-occupied" dwellings in the county;
  - Increased worker access to affordable housing;
  - Increase citizen satisfaction of county government-including permit processing;
  - Increased access to healthcare;
  - Assess the degree to which the following commitments stated in the CEDS are implemented:

- The Comprehensive Economic Development Strategies overarching goals (below) and their accompanying strategies:

  Goal A: Finance and maintain appropriate infrastructure for community and economic development.
  Goal B: Ensure sustainable development and uses of natural resources.
  Goal C: Promote a diverse economy by sector and location.
  Goal D: Foster collaborative working relationships among economic development stakeholders at the community, state, federal, international and tribal levels.
  Goal E: Provide and retain a high-quality workforce.
  Goal F: Increase public understanding and involvement in economic issues.

- Consider any additional recommendations which may surface as a result of the goals and policies adopted by Partnership for a Sustainable Economy, EDC, Chambers of Commerce, Convention and Visitors Bureau, and local governments, and economic development committees, such as cities, towns, and Port Authorities.

- Strategies which acknowledge and address environmental issues including trade-off, areas where environmental and economic issues have positive linkages and creative solutions to the environmental contracts for specific development areas.

- Strategies which take advantage of our proximity to Canada (see policies under Goal 7E).
Strategies which address the needs of local businesses (see policies under Goal 7F).

Strategies which address our local resource industries (see policies under Goal 7H).

Strategies which address employment issues for all of Whatcom County's citizens (see policies under Goal 7J).

Strategies that support sustainable economic development demonstration projects.

A mechanism for review of benchmarks and update the plan components.

Reason for change: The Whatcom County Comprehensive Economic Development Strategy (CEDS) is being updated in 2014-2015. It may be appropriate in future CEDS updates to establish benchmarks, but it is not necessary to have two separate economic development plans or duplicate such planning efforts.

5.6. Working through the Convention and Visitors Bureau and with the other governmental entities in Whatcom County, draft a program for expenditure of hotel/motel tax, which maximizes the benefit for visitors to Whatcom County.

Reason for change: The County budget states that "Pursuant to RCW 67.28.210, the county levies an excise tax on hotel, motel, or other lodging sales. The revenue collected from this tax is used for the operation of the Bellingham/Whatcom County Visitor/Convention Center, the Mount Baker Foothills Visitor Center and various other activities that promote tourism in Whatcom County." County elected officials determine how to utilize tax revenues in the budget.

Specific County Tasks

Infrastructure

6.7. Provide adequate levels of cost-effective service to support business development and retention in all areas of the county when adopting and updating capital facilities plans.

Reason for change: Capital facilities are addressed by Policy 7C-7.

7.8. Working with the special districts, citizens in proposed Small Towns and others, develop a strategy for providing sewer service to suitable industrial areas in situations that will comply with GMA.
Reason for change: The relationship between provision of sewer and industrial sites is addressed in Policy 7C-4.

8.9. Work with the Port, PUD, COG, cities and other entities in planning and developing a countywide fiber optic system:

Reason for change: This is generally addressed by Policy 7C-5.

### Regulations/Processing

10. Using goals and strategies contained within the *Key Policies Related to Local Economic Development*, review and re-draft the land use codes:

   - Integrate and simplify regulations:
   - Remove barriers to recycle product manufacturing in Title 20:

Reason for change: Simplifying regulations is addressed by Policy 7D-3. Zoning for industrial uses is generally addressed in Policy 7K-2. Recycling and processing of used products and waste into new products is addressed by Policy 7G-4.

11. Continue to improve the permit and development review process so that greater communication and efficiency will result to better expedite the application process and provide better communication when information is needed:

Reason for change: The permit process is addressed by Policies 7D-5 and 7D-6.

12. Develop various permitting process tracks such as:

   - Rapid processing for developments that conform to a prescribed set of regulations:
   - More flexibility for more creative proposals where more information can be provided:

Reason for change: In 2013, Whatcom County Planning and Development Services participated in a “Lean Academy” event designed to facilitate continuous improvements to the permitting process. This process has reduced residential permit turnaround times.

13. Continue to improve customer service, train and/or cross-train permitting staff to provide excellent and expeditious customer service:

Reason for change: Customer service is addressed by Policy 7D-6.

13.14. Based on the result of the Industrial Land Availability, Conditions and Marketing Project currently being completed through the Port, continue to update the Comprehensive Plan of the County and other jurisdictions in the County to identify additional industrial land that may be needed including the
areas identified in the proposed urban growth areas by each of the cities for
longer planning time frames beyond 20 years and up to 50 years in order to
prevent premature division of land that would preclude large parcels needed
for future industrial sites.

Reason for change: Industrial land supply and zoning is addressed by Policies 7A-1
and 7K-2. UGA land use planning, including planning for industrial uses, is
conducted in conjunction with the cities in accordance with the GMA.

14.15. In accordance with the CEDS recommendations and other
recommendations review the permit process to achieve a streamlined, user
friendly approach that can turn around permits faster without losing the
original objective of the review.

Reason for change: The permit process is addressed by Policies 7D-5 and 7D-6.

Water Issues

15.16. Work with the Public Utility District No. 1 and others to implement the
Coordinated Water System Plan including adopting a satellite system
management program.

Reason for change: The Coordinated Water System Plan is addressed in Chapter 5,
Utilities.

16.17. Actively pursue resolution of water rights issues by maintaining a
major role in working with user groups, interest groups and other
jurisdictions on the Nooksack River issues and other related water questions.

Reason for change: Water rights are addressed in Chapter 11, Environment.

17.18. Continue to work with the WRIA #1 process and implement
recommendations resulting from the collaborative watershed management
project currently being completed.

Reason for change: WRIA is addressed in Policy 7C-6.
Memorandum

TO:               The Honorable Jack Louws, Whatcom County Executive
                 The Honorable Whatcom County Council
FROM:             Matt Aamot, Senior Planner
THROUGH:          Mark Personius, Assistant Director
DATE:             April 5, 2016
SUBJECT:          Comp Plan Update – Chapter 7 (Economics)

As you know, Whatcom County has initiated a multi-year project to update the Whatcom County Comprehensive Plan and conduct the urban growth area (UGA) review by June 30, 2016, as required by the Growth Management Act. Staff is requesting to make a presentation to the Council’s Planning and Development Committee relating to Chapter 7 - Economics on April 19, 2016.

The Council has requested a summary of the substantive changes made by the Planning Commission. The Planning Commission considered Chapter 7 – Economics on June 11 and July 9, 2015. Planning Commission changes to the staff draft include the following:

**Goal 7A-5 (Training/Technology Partnerships)** – The existing policy discusses public and private partnerships relating to training and technology. The policy lists certain educational institutions that should be included in these partnerships. The Planning Commission added the Northwest Indian College to the list, as shown below.

Support a joint venture between the public and private sector in a training and technology partnership with local education resource providers to develop the interest of supporting the development of an educated workforce as a key factor for economic success. Such partnerships should include Western Washington University, Whatcom Community College, Bellingham Technical College, Northwest Indian College, NW Northwest Workforce Development Council, and businesses and industries.
Infrastructure Section Text – The Planning Commission changed “Caucuses” to “Planning Unit” in the paragraph below, which appears in the “Infrastructure” section of the Economics Chapter.

Water quantity and quality and the distribution system needed to supply water are all elements of the water supply problem. In addition, the complex legal issues regarding rights to water are being considered relative to planning for future growth (see Utilities and Environment Chapters). Future water withdrawals from the region’s rivers and aquifers will be considered relative to the need to provide adequate water for both in-stream and out-of-stream other users. In 1998, through the enactment of state legislation, the boundaries of the Water Resource Inventory Area No. 1 (WRIA 1) were established. Caucuses—The Planning Unit representing various stakeholders were designated to address, through local government, water resource planning needs from a watershed perspective. The WRIA 1 Watershed Management Plan was completed in 2005. This plan addresses water quantity, water quality, instream flow, and fish habitat. This process is currently underway and is expected to provide technical tools to aid future local planning for sustainable economic development.

Thank you for your consideration of this matter. We look forward to discussing it with you.
Memorandum

TO: WHATCOM COUNTY COUNCIL
FROM: Regina Delahunt, Director
DATE: APRIL 12, 2016
RE: HEALTH REVIEW OF 2016 COMPREHENSIVE PLAN--ECONOMICS CHAPTER

Overview:
As one step in the implementation of the County’s Healthy Planning Resolution #2015-038, Health Department staff will provide an overview of health recommendations for selected chapters of the 2016 Comprehensive Plan Update to the County Council.

Process:
The process for developing and incorporating the recommendations included:
  - Technical review of the 2008 Comprehensive Plan by Alta Planning and Design (2013), identifying opportunities to strengthen specific policies in the plan from a health perspective
  - Planning workshop to prioritize health topics and associated policy recommendations with Public Health Advisory Board (PHAB), Planning and Development Services (PDS) staff, Whatcom County Health Department (WCHD) staff, and community stakeholders (March 2014)
  - Refinement of policy recommendations based on PHAB, County PDS and stakeholder input (Spring 2014)
  - Correspondence and connection with PDS to integrate recommendations into draft chapters, as feasible and appropriate
  - Support for PHAB feedback to Planning Commission on specific issues and recommendations
  - Review and analysis of the status of health recommendations in the Planning Commission’s draft chapters

Economics Chapter Recommendations:

All of WCHD’s policy recommendations were either included in the 2016 draft or otherwise adequately addressed.
Separately from 2014 recommendations made to PDS, WCHD signed on to a recommendation from the Whatcom Food Network's (WFN) Steering Committee, dated January 25, 2016, suggesting a new section to the Economics Chapter (a proposed Goal 7L) that encourages support for the value and needs of Whatcom County's food system. WCHD supports this recommendation in light of the potential for local food systems efforts to improve environmental health, access to healthy foods, and the health and safety of all those who work in the food system. National organizations, such as the American Public Health Association (APHA) and American Planning Association, also encourage policies similar to those proposed by the WFN Steering Committee. A policy statement from the APHA "(e)ncourages cooperative efforts in local food systems, with governmental support, to—a. Improve local food marketing, distribution, and processing capacity and infrastructure, b. Establish and promote food policy councils to enable evaluating food systems and recommend changes, c. Reduce barriers to obtaining sustainable, locally produced, fair trade and healthy foods, d. Increase state and local cooperative extension program activities targeted to small farms and those producing fruits and vegetables.”

Additionally, a review of public health literature conducted by staff in 2014 indicated that policies that promote local food production show some evidence of improving access to healthy foods, as well as improvements to other determinants of health, such as economic status and environmental health.

---


Local Food System

Whatcom County is home to a robust agricultural production industry, marine harvest industry, as well as an associated local consumption industry. To maintain and advance the quality and quantity of food produced in Whatcom County, consideration must be given to interconnected sectors which support a thriving food system, including land, water, fishing, farming, labor, processing, transportation, consumption, aquaculture and waste. A vibrant local food system is a community asset to be protected, strengthened, planned for and celebrated.

Goal 7L: **Strengthen the local food system and take steps to improve conditions for a healthy, resilient, and prosperous food economy.**

Policy 7L-1: Encourage government, institutions, and local businesses to purchase food produced within Whatcom County when available.

Policy 7L-2: Encourage local farmers and producers to sell their products to local markets.

Policy 7L-3: Support development plans and zoning changes that increase access to healthy and locally grown food products.

Policy 7L-4: Support food outlets such as grocery stores, convenience stores, and local food markets that provide healthy foods in underserved areas.

Policy 7L-5: Support efforts and/or organizations seeking to achieve economic diversity within the food system such as:

- Niche markets for local agricultural products
- Farmer’s markets
- Value-added or innovative agricultural products or services
- Farm-to-school and farm-to-institution
- Agricultural diversity
- Food access and affordability
- Community gardens

Policy 7L-6: Support efforts to protect water quality and quantity, soil health, and best management practices as related to the food system.
Policy 7L-7: Encourage communication and collaboration across and within all sectors of the food system and support efforts/organizations working to build common understanding and to facilitate better collaborative effort toward an equitable, sustainable, and healthy food system for all.

Policy 7L-8: Support establishment of community-wide food system development plans.

Policy 7L-9: Support healthy and safe working conditions as well as healthy and safe living conditions for farmworkers.

Policy 7L-10: Work towards a fair and equitable food system that honors and supports the people working within it.

Policy 7L-11: Support organizations that provide technical assistance, educational programs, and general support to people and businesses within the local food system.

Policy 7L-12: Consider food waste systems that reduce food waste and capture food waste nutrients.
<table>
<thead>
<tr>
<th>Goal/Policy</th>
<th>2008 Comp Plan Goal Language</th>
<th>Recommendation</th>
<th>Priority Ranking (High-Medium-Low)</th>
<th>Status in Planning Commission Recommended Draft</th>
<th>Associated Health Impacts*</th>
<th>2014 Notes to PDS:</th>
<th>2016 Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7K</td>
<td>GOAL 7K: Enable a geographic balance for economic growth within the capacities of the county’s natural resources, natural systems, public services, and public facilities.</td>
<td>Keep/Strengthen</td>
<td>High</td>
<td>Retained</td>
<td>H, K</td>
<td>Policy priority from workshop: Balance commercial and residential development (jobs and housing) within county to reduce the number of people who must commute a long distance to work; prioritize commercial/economic development strategies that match jobs to existing residents’ skills and employment needs. We’re not sure how/ if the language should be changed, but the above priority policy seems to apply here.</td>
<td>Policy priority from workshop is addressed in new Policy 7K-9</td>
</tr>
<tr>
<td>7K1</td>
<td>Policy 7K-1: Support small and cottage businesses in rural areas that minimally impact productive agricultural, forest, or mineral resource land.</td>
<td>Keep.</td>
<td>Low</td>
<td>Retained</td>
<td>H, K</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goal/Policy</td>
<td>2008 Comp Plan Goal Language</td>
<td>Recommendation</td>
<td>Priority Ranking (High-Medium-Low)</td>
<td>Status in Planning Commission Recommended Draft</td>
<td>Associated Health Impacts</td>
<td>2014 Notes to PDS:</td>
<td>2016 Notes:</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------</td>
<td>----------------</td>
<td>-----------------------------------</td>
<td>-----------------------------------------------</td>
<td>---------------------------</td>
<td>-----------------</td>
<td>----------------</td>
</tr>
<tr>
<td><strong>7K2</strong></td>
<td>Policy 7K-2: Designate adequate zoning to allow business and industrial development where it is needed and most appropriate.</td>
<td>Keep.</td>
<td>High</td>
<td>Retained</td>
<td>K</td>
<td>Community stakeholders advocated for &quot;complete neighborhoods&quot; that include residential, services, and employment opportunities.</td>
<td>Stakeholder concern also addressed in Policy 7K-9</td>
</tr>
<tr>
<td><strong>7K7</strong></td>
<td>Policy 7K-7: Support efforts and/or organizations trying to achieve agricultural diversity such as: -niche markets for local products -technical assistance or educational programs -farmers’ markets -value-added or innovative ag products or services -other product outlets -community education and information dissemination</td>
<td>Keep.</td>
<td>High</td>
<td>Retained</td>
<td>H</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goal/Policy</td>
<td>Sample Language</td>
<td>Recommendation</td>
<td>Priority Ranking (High-Medium-Low)</td>
<td>Status in Planning Commission Recommended Draft</td>
<td>Associated Health Impacts</td>
<td>2014 Notes to PDS:</td>
<td>2016 Notes:</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------</td>
<td>-----------------------------------</td>
<td>-----------------------------------------------</td>
<td>--------------------------</td>
<td>-----------------</td>
<td>---------------</td>
</tr>
<tr>
<td></td>
<td>Utilize existing economic development incentives and/or create new incentives to encourage stores to sell fresh, healthy foods such as produce in underserved areas (e.g. tax breaks, grants and loans, conditional use zoning, dedicated assistance funds for infrastructure improvements such as refrigeration and signage).</td>
<td>Add</td>
<td>High</td>
<td></td>
<td>H</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Identify and prioritize areas that lack access to healthy food, and grocery stores in particular</td>
<td>Add</td>
<td>High</td>
<td></td>
<td>H</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support affordable local food markets by encouraging programs that increase the use of federal, state and local food assistance programs, such as SNAP, WIC, and local matching funds.</td>
<td>Add</td>
<td>High</td>
<td></td>
<td>H</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Addressed in new Policy 7K-10.
Physical Activity
A: Walkable neighborhood design encourages physical activity.
B: Transit is associated with increased levels of physical activity.
C: Well-designed and accessible parks provide a space to be active, and are correlated with increased rates of physical activity.

Mental Health
D: Places that encourage or enable physical activity can help prevent and treat depression.
E: Neighborhood characteristics, including aspects of the built environment, are associated with mental health outcomes.

Injury & Safety:
F: Roadway design affects pedestrian, bicyclist, and motor vehicle safety.

Healthy Food Access
G: Proximity to a healthy food retail source is associated with better individual eating habits and reduced risk for obesity and diet-related diseases, such as type-2 diabetes.
H: Local food production increases access to healthy foods.
I: The types of stores available in a neighborhood affect food access.

Social Connectedness
J: Safe and inviting public places, such as open spaces, parks and community gathering places, promote social connectedness and health.
K: Walkable, mixed-use neighborhood design can encourage social cohesion.
Proposed Council Changes to Comprehensive Plan

Chapter 7 - Economics

Page and line numbers reflect Planning Commission Recommended Draft dated 1/14/16 (http://wa-whatcomcounty.civicplus.com/DocumentCenter/View/15156). To improve clarity of Councilmember requested changes, previous edits (i.e. staff and Planning Commission) are included, but not show as edits.

1) p. 7-8; line 41, **new subsection: Whatcom Futures**

In 2012, more than 90 leaders and representatives from businesses, local governments, not-for-profit organizations and the public helped shape the visions that constitute Whatcom Futures which compliments and is partially incorporated within the CEDS report. It helps capture the economic vision and values of various segments of the community.

Whatcom Futures includes many thoughtful observations, the following are quotes from the report:

“Whatcom County’s lower commercial real estate costs compared to those in B.C. – as well as the enhanced access to the U.S. market that a Canadian company enjoys with a U.S. location – has resulted in significant Canadian business investment in the County.”

“Bellingham Technical College’s Engineering and Advance Manufacturing programs offer degrees that are in demand by industries in Whatcom – and nationwide – with starting salaries for new graduates in excess of $50,000 a year”.

“The economic value of Whatcom’s natural resources manifests itself in numerous ways. For instance, the County is the top producer of raspberries in the U.S. and a leading producer of other types of berries as well as dairy products, fish and shellfish”.

“However, it is important to note that a single resource will often have value to more than one economic sector. For instance, the presence of timberland supports eco-tourism as well as the forest products industry. The same can be said of farmland – which in addition to the produce it generates also facilitates agri-tourism – as well as the region’s fisheries, which support both commercial and sport fishing.”

“The ability to receive a quality education from Pre-K through post graduate
study greatly enhances the quality of life in the County and is an important asset in recruiting businesses to come to the region. Indeed, strong public schools and the availability of higher education are among the principal attributes that prospects look for when considering relocation.” (Browne)

2) p. 7-9; line 27, new subsection: Current County Economic Development Activities

In recent years Whatcom County has delegated job creation activities to the Port of Bellingham which serves as the County’s “Associate Development Organization” (ADO). The Port of Bellingham’s mission statement is: “To fulfill the essential transportation and economic development needs of the region, while providing leadership and maintaining Whatcom County’s overall economic vitality through the development of comprehensive facilities, programs, and services”. Whatcom County currently provides about $100,000 and the Port contributes $200,000 per year to support county-wide Economic Development programs. (Browne)

3) p. 7-9; lines 32-40: Quality of life is an essential component in many people’s choice to live in Whatcom County. A fundamental aspect of “quality of life” characteristics is a strong and diversified economy that remains resilient through business cycles, and that can provide family-wage employment, affordable housing, discretionary income, tax base, and sponsors for worthy causes. Such an economy should provide for all segments of society with a geographic distribution that, in accordance with the land use plan, spreads the jobs and tax base throughout the area.

We need to continue our focus on retaining the diverse base of manufacturing and other family wage firms already here, as well as prepare for future opportunities by:
(i) working with our workforce development partners to ensure we focus on the skills enhancement needed for existing and future industries; and
(ii) maintaining an adequate supply of shovel-ready land to support the buildings and infrastructure companies will require.

The wage and job prospects in the service sector vary widely based on the nature of the employment. Retail positions offer relatively low wages and limited prospects for job growth in part due to the trend of retail sales shifting away from traditional storefronts to the internet. Conversely computer programming and cyber-security positions offer entry level wages that are typically well above the national average with some artificial intelligence positions attracting stratospheric starting salaries in other areas of the country.
As the developed world evolves away from a resource-based and high-volume/low-value-added manufacturing economy, most of the new generation of family wage jobs will likely come from knowledge intensive industries such as computer software and high-value-added specialty manufacturing.

The CEDS and Whatcom Futures reports are valuable contributions to the challenge of the improving the Whatcom County economy and Whatcom County has much to offer prospective employers as indicated by our latest informational resource www.ChooseWhatcom.com. But in business it is not enough to have a great vision, product, or service. These must be augmented with a professional sales and marketing plan that identifies competitive advantages, target markets and the likely profile of prospective customers. The successful execution of any such plan largely depends on the entrepreneurial skills of the organization's leadership and the professional sales staff employed. (Browne)

4) p. 7-11; Policy 7A-3: Employ innovative techniques to attract a mix of diversified industries for a broader economic base starting with the creation of a new economic development organization to be funded at a minimum rate of $5 per head of population per year, ideally with monies collected under RCW 82.14.370. This organization will be governed by a sunset provision whereby it will automatically terminate after seven years if it was not able to document its efforts were contributing to an equal or greater number of new jobs for the money invested in it, compared to other economic development projects funded by the community. (Browne)

5) p. 7-11; Policy 7A-3: In addition to stimulating family-wage jobs employment and jobs in diverse sectors, plan to ensure we retain entry level and service-related jobs such as those necessary to support tourism, recreation, and retailing, as well as those that relate to and other industries. (Browne)

6) p. 7-11; Policy 7A-7: Foster an adequate amount of preferred housing supply for all income levels as a prerequisite for a healthy economy. (Brenner)

7) p. 7-11; Policy 7A-8: Enhance the environment for resource-based and knowledge-based industries and the growing service industry with an emphasis on attracting employment to the communities in eastern Whatcom County. (Browne)

8) p. 7-12, line 4: In the late 1970s, Whatcom County and its communities were suffering economically. Reliance on natural resource harvesting and export to drive employment growth was insufficient to generate the jobs that were required. A work group of community leaders, local governments, and the private sector was convened, and the Stanford Research Institute was hired to assess opportunities. Their report emphasized:
a. Selling the State of Alaska on relocating the southern terminus of its ferry from Seattle to Bellingham;
b. Marketing to BC businesses interested in a foothold in the U.S. market; and
c. Promoting Whatcom County's potential as a regional service center for Northwest Washington and the lower BC mainland, including retail, healthcare and manufacturing entrepreneurs

The community rose to the challenge and the Alaska Ferry terminal was relocated to Bellingham and more than 3,000 primarily manufacturing jobs were added at a time when the county's population was about half of what it is today.

The community recognizes both the global and local economy have changed significantly since the Stanford report was commissioned in the 1970s and the report itself is out of date. Nonetheless the community remains confident our history proves that with updated research, and an intelligent, focused approach, we can again bring much needed family-wage jobs to our community. Our success will depend on leveraging the significant expertise of our business community and our willingness to allocate sufficient financial resources for our economic development initiatives to have a meaningful impact.

New employers have traditionally emerged from three primary sources:

i. Canadians looking for skilled labor and cheaper industrial land than can be found in BC and/or access to the US market;

ii. Home grown entrepreneurs who have chosen to remain headquartered in the county as their businesses have grown; and

iii. Established business owners who have relocated because they are attracted to the county's superior quality of life.

Recognizing that in order to attract jobs, a new market research and outbound sales element will be needed to augment our economic outreach initiatives. To address this need, the County shall create a new Whatcom County Economic Development Organization (WEDO).

WEDO shall be governed by a 17 member board. Eleven shall be members of the business community, preferably either entrepreneurs or senior management within companies that either relocated to or were founded in Whatcom County and therefore understand firsthand what would motivate others to do the same. The remaining six members shall consist of one unelected, senior representative from each of the following: the Whatcom County government, the City of Bellingham, the Port of Bellingham, the Small Cities Caucus, Western Washington University, and one of the local colleges. (Browne)
9) p. 7-12; Policy 7B-1: The Port of Bellingham, serving as the ADO, will work with the cities, the County, Chambers of Commerce, educational institutions and other groups to assist retention and expansion of existing local businesses and to attract appropriate businesses to Whatcom County. Work with the Partnership for a Sustainable Economy, Chambers of Commerce, the Port of Bellingham, the ECD, and the Convention and Visitor Bureau and other groups to attract sustainable industry to Whatcom County and to assist expansion and retention of local businesses. **Prior to the current ADO contract with the Port expiring in July 2017, the ADO's performance shall be evaluated by surveying the members of the other organizations and private companies the ADO has been working with to promote economic development.** (Browne)

10) p. 7-12; Policy 7B-2: Continue to work in informal meetings of **informally meeting with** staff from all the entities and jurisdictions involved with economic development to discuss issues of interest on a periodic basis. (Brenner)

11) p. 7-12; Policy 7B-4: Identify, develop, and match funding opportunities with the economic development projects contained within the CEDS. Funding sources could include the Economic Development Administration (EDA), Community Development Block Grants (CDBG), Community Economic Revitalization Board (CERB), Rural Sales Tax (also known as the Economic Development Initiative or EDI fund), USDA Rural Development, and other types of grants, and loans, private investment, local match, and many other federal, state, and local sources. (Brenner)

12) p. 7-12; **New Policy 7B-6:** Through the development of a forward focused marketing strategy and a professional outbound sales program, WEDO shall solicit inward investment from targeted industry sectors that are forecast to provide growth in type of family wage jobs that the community is well positioned to support. (Browne)

13) p. 7-12; **New Policy 7B-7:** Provide these leads to organizations such as the Port, non-profits, and private sector partners that offer the best fit based on the nature of the lead and the partners commitment to continuously demonstrate/verify high levels of responsiveness and customer satisfaction. (Browne)

14) p. 7-12; **New Policy 7B-7:** Ever mindful that leads related to economic development must at all times be responded to promptly and professionally, should the volume of leads increase beyond our partner organizations capacity to respond to them, then we must ensure adequate funding is available for resources necessary for our partners to succeed. (Browne)
15) p. 7-13; lines 24-26: The Planning Unit, representing various stakeholders, is designated to address, through local government, water resource planning needs from a watershed perspective through local government. (Brenner)

16) p. 7-15; Policy 7D-3: Integrate and simplify regulations using the “Federal Plain Language Guidelines” available at www.plainlanguage.gov to make them more understandable and user-friendly. (Browne)

17) p. 7-16; Policy 7D-6: Streamline and coordinate the permit process and sustain a supportive customer service approach towards permitting. Benchmark the County’s regulatory and permitting performance against itself and other comparable jurisdictions. Develop and publish quarterly reports on these key performance metrics. (Browne)

18) p. 7-16; Policy 7D-8: Use information technology and improve the Internet web site so the public can receive information on the status of projects, latest drafts of documents, and access to general resources via the Internet. (Browne)

19) p. 7-17; lines 1-3: A more positive aspect of the proximity to Canada is the opportunity for job creation through BC to provide for Canadian companies who want to looking for a great location to expand or relocate in the United States to broaden their market or enjoy other economic advantages. (Browne)

20) p. 7-17; Policy 7E-1: Support attractions for Canadians and other visitors so they will remain in the community longer and distribute their spending throughout the community. Some of the examples would include support for such items as the following:

- Events such as the "Ski to Sea" race and festival;
- The Whatcom Museum, Mount Baker Theater, other historic and cultural centers, and community revitalization efforts;
- Parks and open spaces;
- The Bellingham Festival of Music;
- The Mount Baker outdoor recreation area;
- Farmers markets and other natural resource based activities; and
- Projects, events, and activities of unincorporated areas such as Point Roberts, Birch Bay and East County. (Brenner)

21) p. 7-18; Policy 7F-1: Support existing businesses in the community locally as the major contributors of job creation and regeneration and afford them every opportunity to continue their success in the community. (Brenner)

22) p. 7-19; lines 8-9: The fishing and shellfishing industries are particularly dependent on water, good water quality, and habitat. (Brenner)
23) p. 7-19; Policy 7G-1: Recognize the natural environment as a major asset and manage environmental resources accordingly. **Always be mindful that we must have both economic prosperity and environmental sustainability or we will have neither.** (Browne)

24a) p. 7-19; Policy 7G-4: Encourage sustainability by:

- Supporting waste reduction, re-use, recycling and the processing of used and waste resources into economically viable products.
- Supporting renewable energy, state-of-the-art technologies and conservation techniques to minimize demands on resources such as water, energy, and other natural and developed resources.
- **Support revisiting restrictions on wind energy development to determine whether there are new technologies that adequately protect public health and safety, and could potentially warrant more locations for wind energy than what was determined during the comprehensive plan’s last review.** (Brenner)

24b)

- **Pursuing energy resiliency and self-sufficiency by establishing renewable energy overlay zones identified in Policy 5H-6, and by revisiting restrictions on the development of wind energy systems as discussed in Policy 5H-5.** (Mann)

25) p. 7-20; lines 6-8: Natural resource **based** industries are agriculture, forestry, fishing, and mining. While accounting for less than 5% of the total county employment, resource based industries are still major components of the economy. (Brenner)

26) p. 7-21; Policy 7H-2: Work with **other** agencies, Tribal governments, and **other** groups to improve the condition of the fishery resource, including habitat maintenance and enhancement, especially for habitats utilized by threatened and endangered fish species. (Brenner)

27) p. 7-21; Policy 7H-1: **Agriculture is one of Whatcom County’s largest economic drivers.** Whatcom County holds the most agricultural and farming land within western Washington, according to the 2014 Whatcom Futures Report. Additionally, according to U.S. Department of Agriculture’s 2012 Census of Agriculture, 1,483 Whatcom County farms produced a market value of $326 million in crops and livestock that year. Locally produced milk produced in 2013 reached an all-time high market value of $246.1 million. Raspberries and blueberries combined for a record market value of $123.6 million in 2014. Ensure that sufficient agricultural land, support services, and skills are available to encourage a healthy and diversified agricultural economy. (Brenner)
28) p. 7-21; **New Policy 7H-8**: Develop and support more programs to promote ag-tourism and ag-education to increase public awareness of the nutritional and economic value of agriculture and quality food production. (Brenner)

29) p. 7-22; **Goal 7J**: In an economic strategy for Whatcom County, address unemployment and underemployment as important issues and continue the effort to increase family wage jobs. (Brenner)

30) p. 7-23; **Policy 7J-3**: Focus on absorbing and retraining displaced and discouraged workers and addressing the skills gap through grants, training by the Northwest Workforce Development Council, Bellingham Technical College, Whatcom Community College, and Northwest Indian College, and other opportunities focus on absorbing and retraining displaced and discouraged workers and addressing the skills gap. (Brenner)

31) p. 7-24; **New Policy 7K-11**: Recognize that high speed Internet and cellular coverage are essential for all regions of our economy to succeed. (Browne)

32) p. 7-24; **New Policy 7K-12**: Encourage, and if necessary provide incentives, for high speed Internet and cellular infrastructure to be deployed in areas of the County such as the Columbia Valley that are likely better suited for communications-based businesses rather than transportation intensive industries. (Browne)

33) p. 7-24; **New Section: Local Food System**

Whatcom County is home to a robust agricultural production industry, marine harvest industry, as well as an associated local consumption industry. To maintain and advance the quality and quantity of food produced in Whatcom County, consideration must be given to interconnected sectors which support a thriving food system, including land, water, fishing, farming, labor, processing, transportation, consumption, aquaculture and waste. A vibrant local food system is a community asset to be protected, strengthened, planned for and celebrated. (Weimer)

33a) **New Goal 7L**: Strengthen the local food system and take steps to improve conditions for a healthy, resilient, and prosperous food economy. (Weimer)

33b) **New Policy 7L-1**: Encourage government, institutions, and local businesses to purchase food produced within Whatcom County when available. (Weimer)

33c) **New Policy 7L-2**: Encourage local farmers and producers to sell their products to local markets. (Weimer)

33d) **New Policy 7L-3**: Support development plans and zoning changes that increase access to healthy and locally grown food products. (Weimer)
33e) **Move and renumber Policy 7K-10 as Policy 7L-4:** Support food outlets such as grocery stores, convenience stores, and local food markets that provide fresh, healthy foods in underserved areas. *(Weimer)*

33f) **Move and edit Policy 7K-7 as 7L-5:** Support efforts and/or organizations seeking to achieve economic diversity within the food system such as:
   - Niche markets for local agricultural products;
   - Technical assistance or educational programs;
   - Farmer’s markets;
   - Value-added or innovative agricultural products or services;
   - Other product outlets
   - Farm-to-school and farm-to-institution;
   - Agricultural diversity;
   - Food access and affordability; and
   - Community education and information dissemination gardens. *(Weimer)*

33g) **New Policy 7L-6:** Support efforts to protect water quality and quantity, soil health, and best management practices as related to the food system. *(Weimer)*

33h) **New Policy 7L-7:** Encourage communication and collaboration across and within all sectors of the food system and support efforts/organizations working to build common understanding and to facilitate better collaborative effort toward an equitable, sustainable, and healthy food system for all. *(Weimer)*

33i) **New Policy 7L-8:** Support establishment of community-wide food system development plans. *(Weimer)*

33j) **New Policy 7L-9:** Support healthy and safe working conditions as well as healthy and safe living conditions for farmworkers. *(Weimer)*

33k) **New Policy 7L-10:** Work towards a fair and equitable food system that honors and supports the people working within it. *(Weimer)*

33l) **New Policy 7L-11:** Support organizations that provide technical assistance, educational programs, and general support to people and businesses within the local food system. *(Weimer)*

33m) **New Policy 7L-12:** Consider food waste systems that reduce food waste and capture food waste nutrients. *(Weimer)*
Passed May 17

1) p. 7-1; lines 17-20: Economic vitality depends on job retention, job creation, job training programs, public and private capital investment, and business and community capacity-building to allow businesses or community groups to do the job themselves. (Brenner)

2) p. 7-2; line 19-23: Examples include: recognition of the need for a healthy economy; the emphasis on coordination and cooperation among jurisdictions and public/private partnering; coordination with environmental quality; and the desire to maintain the resource-based industries and recreation as we move toward a more diversified economy. (Brenner)

3) p. 7-8; lines 24-39: The CEDS incorporates three vision statements relating to the County’s preferred economic future:

- Whatcom County values its business community, which is principally responsible for the continued growth in jobs and incomes in the region; and
- Whatcom County and its constituent communities have vibrant and dynamic economies where the region’s abundant natural resources are cherished and protected; and
- Whatcom County has an outstanding quality of life where all residents have opportunities to thrive and the support they need to seize those opportunities.

The CEDS also identifies infrastructure and other projects that support economic development, and includes economic data. (Brenner)

4) p. 7-9; lines 33-36: A fundamental aspect of “quality of life” characteristics is a strong and diversified economy that remains resilient through business cycles, and that can provide family-wage employment, affordable housing, discretionary income, tax base, and sponsors for worthy causes. (Brenner)

5) p. 7-11; Policy 7A-4: In addition to stimulating family-wage jobs and jobs in diverse sectors, plan for service-related jobs such as those necessary to support tourism, recreation, and retailing, as well as those that relate to industry. (Brenner)

6) p. 7-11; Policy 7A-8: Enhance the environment for resource-based industries and the growing service industry with an emphasis on the communities in eastern Whatcom County. (Brenner)

7) p. 7-11; Policy 7A-10: Establish a competitiveness review of policies, taxes/fees, processes, and other influences that impact county businesses. (Brenner)

8) p. 7-11; lines 37-39: Cooperation and coordination by businesses, jurisdictions, and other entities are essential components to achieve a strong economy. The CEDS states that one of
its purposes is communication and outreach that encourages local goal setting, public engagement, and a commitment to cooperation among the different levels of government, the business community, and the not-for-profit sector. (Brenner)

9) p. 7-11; line 46 - p. 7-12 line 3: The Port of Bellingham was designated as the Associate Development Organization (ADO) in Whatcom County by the County Executive in 2012. An ADO is intended to serve as a point of contact for local economic development activities, by supporting business retention, expansion of existing businesses, and new business development. (Brenner)

10) p. 7-12; Policy 7B-1: The Port of Bellingham, serving as the ADO, will work with the cities, the County, Chambers of Commerce, educational institutions, and other groups to assist retention and expansion of existing local businesses and to attract appropriate businesses to Whatcom County. (Brenner)

11) p. 7-13; Policy 7B-5: Encourage utilization of current technology and efficient communications tools to disseminate information. (Brenner)

12) p. 7-14; Policy 7C-2: Encourage the provision of adequate transportation infrastructure, including roads to all industrial sites. (Brenner)

13) p. 7-14; Policy 7C-4: Encourage location of industrial areas, especially where sewer and water service and all weather access can be readily provided when necessary. (Brenner)

14) p. 7-14; Policy 7C-5: Support the efforts of the PUD #1 and area communication and cable companies to get a fiber optic network throughout Whatcom County. (Brenner)

15) p. 7-14; Policy 7C-6: Participate in the ongoing implementation and operation of the countywide water resources management body (WRIA #1) for Whatcom County. (Brenner)

16) p. 7-15; lines 8-11: Ample land is needed with proper zoning to ensure a wide range of choices and preclude excessive land prices. Such lands should be located in areas suitable for development, thus minimizing the need for regulatory controls. (Brenner)

17) p. 7-15; lines 16-20: One step toward addressing this issue is a land capacity analysis, which includes an inventory of the supply and availability of industrial and commercial properties in the county and a forecast of future demands. (Brenner)

18) p. 7-15; Goal 7D: Consistent with other goals of the county, strive for balanced, clear, and predictable overall policies, practices and regulations which do not unnecessarily or inadvertently prevent, confuse, delay, or create costly hurdles restricting effective and desirable economic development. (Brenner)
19) p. 7-16; Policy 7D-7: Use information technology and improve the Internet web sites so the public can receive information on the status of projects, latest drafts of documents, and access to general resources via the Internet. (Brenner)

20) p. 7-16; lines 28-30: The large Canadian consumer population has created a large retail sector in Whatcom County, increasing jobs, retail sales, taxes, and traffic. Over time, the impacts of Canadian consumer activity have fluctuated greatly, primarily in relationship to the value of the Canadian dollar and increased security issues. (Brenner)

21) p. 7-16; line 39: Retail jobs tend to be low-wage, frequently part-time, and without benefits. (Brenner)

22) p. 7-17; lines 1-3 A more positive aspect of the proximity to Canada is the opportunity to provide for Canadian companies who want to expand or relocate in the United States to broaden their markets or enjoy other economic advantages. (Brenner)

23) p. 7-17; Goal 7E: Enhance the economic trade, tourism, and industrial siting advantages of the county's location adjacent to the Canadian border. (Brenner)

24) p. 7-17; Policy 7E-2: Work cooperatively with jurisdictions in the Lower Mainland of British Columbia, along with US and Canadian national governments, to facilitate the development of economic, transportation, and environmental initiatives. (Brenner)

25) p. 7-17; Policy 7E-4: Continue to provide assistance and the opportunities for Canadian companies to relocate or set up a second plant in Whatcom County, while at the same time encouraging our companies to explore and develop markets in Canada. (Brenner)

26) p. 7-18; lines 6-8: A local company with national or international interests, or a national firm with major local investment can provide substantial support to local causes and educational and cultural activities and the tax base. (Brenner)

27) p. 7-18; Policy 7F-3: Encourage firms to contribute financially as a partner with the public sector in sharing the costs for civic and cultural needs of the community-at-large. (Brenner)

28) p. 7-18; Policy 7F-4: Enhance opportunities for increased resource-based (agricultural, forest, fisheries, and mining products) value added industries. (Brenner)

29) p. 7-18; Policy 7F-5: Encourage utilization of existing and future resources available through local agencies, entities, and organizations, such as information from the Western Washington University Center for Economic and Business Research. (Brenner)
30) p. 7-19; lines 13-14: Conversely a strong economy that provides well-paid jobs allows the leisure time and the resources to focus on environmental protection. (Brenner)

31) p. 7-19; Goal 7G: Coordinate economic development with environmental, resources, and other comprehensive plan land use and open space policies and measures to enhance the community's overall quality of life. (Brenner)

32) p. 7-19; Policy 7G-4: Encourage sustainability by:

- Supporting waste reduction, re-use, recycling, and the processing of used and waste resources into economically viable products; and
- Supporting renewable energy, state-of-the-art technology, and conservation techniques to minimize demands on resources such as water, energy, and other natural and developed resources. (Brenner)

33) p. 7-19; Policy 7G-6: Address environmental issues on a county-wide basis so that areas like the Cherry Point Industrial area or public access areas such as marinas or the airport can expand as necessary using mitigation banking or other appropriate mitigation measures. (Brenner)

34) p. 7-19; lines 12-14: Additionally, almost $11 million was paid to fishermen for salmon, ground-fish, and shellfish at Whatcom County ports in 2012 (Washington Department of Fish and Wildlife). Farming, forestry, fishing, and mining are important to the economic health of the County. (Brenner)

35) p. 7-21; Goal 7H: To promote economic diversity, continue to support the resource industries as significant elements of the local economy including the employment base. (Brenner)

36) p. 7-21; Policy 7H-1: Ensure that sufficient agricultural land, support services, and skills are available to encourage a healthy and diversified agricultural economy. (Brenner)

37) p. 7-21; Policy 7H-4: As part of a broad-based economy, foster productive timber, agriculture, and fisheries industries in a sustainable manner. (Brenner)

38) p. 7-21; Policy 7H-5: Support mining, which is compatible with other land use and environmental policies, including surface mining of sand, gravel, and rock and subsurface mining of other minerals found in Whatcom County, such as gold and silver. (Brenner)

39) p. 7-21; Policy 7H-7: Encourage growth of tourism and recreational activities and businesses that provide for diversity of the natural resource industry, provided that they comply with County regulations and, when located in a rural area, preserve the rural character. (Brenner)
40) p. 7-22; lines 17-23: Measurable statistics are not available to monitor this issue but should be considered as the employment base of Whatcom County shifts from being a resource-based economy to one of services-producing employment. Cottage industry and home-based businesses, also minimally measured, have an impact on the employment base. Graduates from Western Washington University, area high schools, and the community and technical colleges desiring to remain in the area are another sector of the population that is underutilized. (Brenner)

41) p. 7-23; Policy 71-2: Support economic development that recognizes and respects the needs, concerns, rights, and resources of a diversity of cultural groups, and allow them every opportunity to participate and benefit in this process in full partnership with the community-at-large. (Brenner)

42) p. 7-23; lines 19-21: This is where the majority of the population lives and works, and the infrastructure is available, and where most of the jobs should continue to be located. However, people from smaller communities located throughout the County generally have longer commutes, creating greater impacts on the road system. Also, there is it creates additional need for more income for travel costs. (Brenner)

43) p. 7-23; lines 19-21: These and other area-specific issues have spurred three communities to focus efforts on economic development: Point Roberts, Birch Bay and East County. Each has successfully developed an area Economic Development Plan and has a Sub-Area plan. The ongoing work of these groups is crucial to addressing the most urgent and long-range planning needs in these areas, such as loss of family-wage jobs and tax-base revenues, and the increased demand for services by a growing residential population. (Brenner)

44) p. 7-24; Policy 7K-5: Support the implementation of land use concepts as defined in Chapter Two by seeking grants to provide technical support and complete necessary programmatic environmental analysis to facilitate reduced time frames and duplication in the SEPA process. (Brenner)

45) p. 7-24; Policy 7K-6: Support long-term employment efforts in the unincorporated areas of the county, such as those stated in the Point Roberts, Birch Bay, and east County Economic Development Plans and Sub-Area Plans. (Brenner)

46) p. 7-24; Policy 7K-7: Support efforts and/or organizations trying to achieve agricultural diversity, such as:

- niche markets for local products;
- technical assistance or educational programs;
- farmers' markets;
- value-added or innovative ag products or services.
May 31, 2016

Proposed Council Changes to Comprehensive Plan
Chapter 7 - Economics

- other product outlets; and
- community education and information dissemination. (Brenner)

47) p. 7-24; Policy 7K-8: Support agriculture, agricultural processing, and manufacturing as a high priority in future allocations of water rights. (Brenner)

48) p. 7-2; lines 15-23: This chapter specifically addresses Goal #5 of the Growth Management Act, which encourages economic development and economic opportunity for all citizens of the state. The County-Wide Planning Policies also have a section on economic development, which this chapter specifically addresses. Examples include recognition of the need for a healthy economy; the emphasis on coordination and cooperation among jurisdictions and public/private partnering; coordination with environmental quality; and the desire to maintain the resource based industries and recreation as we move toward a more diversified economy. This chapter recognizes the best path towards economic prosperity will likely be found through promotion of the county's existing strengths, such as our unique position to accommodate Canadian companies looking to expand and access the US market, our extensive recreational infrastructure, and the skilled workforce produced by our excellent educational institutions. (Browne)

49) p. 7-8; line 20, new subheadings:

Community Wide Strategic Planning Efforts

Whatcom County Comprehensive Economic Development Strategy (Browne)

50) p. 7-8; lines 21-25: The Whatcom County Comprehensive Economic Development Strategy (CEDS) was updated in 2015. The principal purpose of the CEDS is to facilitate the retention and creation of living-wage jobs and to foster a stable and diversified regional economy, thereby improving the quality of life in the region. Its intent is to bring together the public and private sectors in the creation of an “economic roadmap” to diversify and strengthen the regional economy by integrating the region’s human resources and capital-improvements planning in the service of economic development. The CEDS incorporates three vision statements relating to the County’s preferred economic future. (Browne)

51) p. 7-8; lines 38-39: The CEDS also identifies infrastructure and other projects that support economic development, and includes economic data. The CEDS report has primarily directed sales tax revenue collected under RCW 82.14.370 be used to fund infrastructure. (Browne)
WHATCOM COUNTY COUNCIL AGENDA BILL

COUNCIL ACTION:

Related County Contract #: AB2016-047

Related File Numbers: AB2016-047

Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.

TITeL OF DOCUMENT:

Briefing and discussion on Comprehensive Plan Chapter 10 (Design).

ATTACHMENT:

1. Cover letter

SEPA review required? (X) Yes ( ) No

SEPA review completed? (X) Yes ( ) No

Should Clerk schedule a hearing? ( ) Yes (X) No

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Under the Growth Management Act, Whatcom County and the seven cities within the County must complete the periodic update of their comprehensive plans and review urban growth areas in 2016 (RCW 36.70A.130). The Planning and Development Services Department would like to make a presentation and discuss Comprehensive Plan Chapter 10 (Design) with the Council.
Memorandum

TO: The Honorable Jack Louws, Whatcom County Executive
    The Honorable Whatcom County Council

FROM: Mark Personius, Assistant Director

DATE: May 19, 2016

SUBJECT: Comp Plan Update – Chapter 10 (Design)

As you know, Whatcom County has initiated a multi-year project to update the
Whatcom County Comprehensive Plan and conduct the urban growth area (UGA)
review in 2016, as required by the Growth Management Act. Staff is requesting to
make a presentation to the Council relating to Chapter 10 - Design on May
31, 2016.

Staff proposes deleting Chapter 10, with the exception of the goal and policies on
historic and cultural resources, which would be moved to Chapter 2 Land Use.
When the chapter was originally adopted, the County Council elected not to adopt
policies that the Planning Commission had recommended in 1996. This reduced the
chapter to a series of general goals without specific implementing policies (with
the exception of the historic and cultural resources section, under Goal 10E). Many of
the general topics discussed in the remaining chapter are addressed in greater
detail in other chapters such as Land Use, Transportation, Natural Resources,
Recreation, and Environment (for example, rural character, open space, clustering,
and natural resources) or through development standards, incentives or regulations
that do not require a “Design” chapter of the Comprehensive Plan to implement.
Such issues may be better addressed through community or watershed specific
planning approaches within the discretion of Whatcom County. Some design issues,
such as rural clustering, have already been addressed as part of the County’s rural
element. Furthermore, a “Design” element is not required by the GMA. However,
the GMA (Planning Goal 13) and WAC 365-196-450 call on counties to identify and
courage the preservation of historic and cultural resources. Because historic and
cultural resources are important topics – which are addressed in GMA Planning Goal
13 – staff proposes retaining this topic (Goal 10E and implementing policies) as
part of Chapter 2 Land Use.

The Council has requested a summary of the substantive changes made by the
Planning Commission. The Planning Commission considered Chapter 10 – Design
on August 13, 2015. Planning Commission recommended deleting the Chapter, as
proposed by staff.

Thank you for your consideration of this matter. We look forward to discussing it
with you.
Proposed Council Changes to Comprehensive Plan

Chapter 2 – Land Use

Page and line numbers reflect Planning Commission Recommended Draft dated 1/14/16 (http://wa-whatcomcounty.civicplus.com/DocumentCenter/View/15150). To improve clarity of Councilmember requested changes, previous edits (i.e. staff and Planning Commission) are included, but not show as edits.

1) p. 2-78; New Policy 2CC-12: Cooperate with the DNR and existing industries to monitor the effects of industrial activities on water quality and habitat functions in and adjacent to the Cherry Point Aquatic Reserve. (Brenner)

Proposed Reconsideration of Previous Changes

In this proposed reconsideration, previous changes made by the Council are underlined or struck out, but not bold. New changes are bold. Previous Council changes proposed for deletion are highlighted.

2) p. 2-6; New Policy 2A-14: Strive to establish by December 2017, a clear, predictable, and fair process for allowing expansion of urban growth areas that considers reasonable measures to mitigate the impacts of growth residential development in rural lands, agricultural areas (broadly defined), and sensitive watersheds. This process should include:

Convening a multi-stakeholder work group, including the cities, tasked with and potential TDR/PDR users in the building industry who will be exchanging development rights. The process and program should include:

- Reviewing the current TDR and PDR programs.
- Identifying political, financial, and regulatory barriers to effective TDR and PDR programs.
- Identifying opportunities and solutions for creating a workable TDR program.
- Identifying mechanisms to create a PDR fund that could be used to protect important agricultural and rural lands.
- Recommending policy and regulatory amendments necessary to implement the above policy.
- Identifying proposed sending areas in critical areas, the Agricultural Zone, and the Rural Study Areas.
- Identifying receiving areas.
- Identifying other factors and/or growth management tools.
• Exchangeable development rights that have economic value, with the potential for multiple methods of assigning and converting value.
• Interlocal agreements that grant economic value to exchangeable development rights and that insure development rights can be used in receiving areas.

Based upon the findings of the multi-stakeholder work group, consider strategies that could require purchase, transfer or otherwise incentivize removal of potential development rights form rural or resource lands in exchange for UGA expansion and other upzones.

(Donovan)

Changes Approved March 29

1) p. 2-1; Vision Statement: Whatcom County is a place where urban growth is concentrated in urban areas, where there is a distinct boundary between urban and rural uses, where agricultural use is encouraged, and where resource lands and water resources are protected, and where land use changes are brought about through incentive programs. Rural areas are peaceful and quiet with less traffic and congestion than in urban areas. There is low-density development with open spaces allowing for privacy. A sense of community is retained and local control is exercised input is considered in land use decisions. (Weimer)

2) p. 2-2; lines 32-34: ...providing for economic development opportunities in the eastern portion of the county, and addressing fiscal impact in interlocal agreements with cities. (Brenner)

3) p. 2-2; lines 37-40: ...Planning Policies have been addressed in the development of this chapter through citizen committee participation, town hall meetings and public hearings. (Brenner)

4) p. 2-5; Goal 2A: Ensure designation of sufficient land, and densities to accommodate the growth needs of Whatcom County and protect the local economy, rural lifestyle, habitat, fish, and wildlife which are the cornerstone qualities that make the county a desirable place to live. (Brenner)

5) p. 2-6; Policy 2A-8: Include business/industry parks, tourist/resort areas, and allowance for existing crossroads commercial areas ... (Brenner)
6) p. 2-6; Policy 2A-12: Adoption of residential, industrial, and commercial comprehensive plan... *(Brenner)*

7) p. 2-12; Policy 2F-4: Review and adopt, where appropriate, incentive programs such as cluster density bonuses in urban growth areas, purchase of development rights, transfer of development rights, and tax deferrals. *(Brenner)*

8) p. 2-4; lines 31-35: A key need for meeting land demands to generate family wage employment is land that is "ready to go" for industrial development. Many potential industrial employers seeking to locate in Whatcom County require large tracts of land where the infrastructure and site improvements are already in place. *(Weimer)*

9) p. 2-5; Goal 2A: Ensure designation of sufficient land, water and densities to accommodate the growth needs of Whatcom County and protect the local economy, rural lifestyle, habitat, fish and wildlife which are the cornerstone qualities that make the county a desirable place to live. *(Weimer, Donovan)*

10) p. 2-6; Policy 2A-7: Establish sufficient levels of developable residential, commercial, and industrial lands informed by approved population and economic forecasts, inventory of existing use, land capacity outside of critical areas and buffers, cost of infrastructure, legally available water, and goals and policies of all chapters of this plan. *(Weimer)*

11) p. 2-6; New Policy 2A-14: Strive to establish by December 2017, a clear, predictable, and fair process for allowing expansion of urban growth areas that considers reasonable measures to mitigate the impacts of growth. This process should include:

Convening a multi-stakeholder work group, including the Cities, tasked with:

- Reviewing the current TDR and PDR programs.
- Identifying political, financial, and regulatory barriers to effective TDR and PDR programs.
- Identifying opportunities and solutions for creating a workable TDR program.
- Identifying mechanisms to create a PDR fund that could be used to protect important agricultural and rural lands.
- Recommending policy and regulatory amendments necessary to implement the above policy.
- Identifying proposed sending areas in critical areas, the Agricultural Zone, and the Rural Study Areas.
- Identifying receiving areas.
- Identifying other factors and/or growth management tools.
Based upon the findings of the multi-stakeholder work group, consider strategies that could require purchase, transfer or otherwise incentivize removal of potential development rights form rural or resource lands in exchange for UGA expansion and other upzones. (Staff)

Changes Approved April 5

1) p. 2-8; Policy 2B-7: Master Planned Resorts should only include other residential uses within its boundaries if residential uses are integrated into and support the on-site recreational nature of the resorts.... (Brenner)

2) p. 2-11; Policy 2D-9 (ln. 34): ...or zone 6 (traffic pattern zone) as shown... (Brenner)

3) p. 2-13; lines 32-35: Property rights are an important issue in Whatcom County. People want to use their land as they wish Land can be used as desired as long as it doesn't conflict with the rights of others. It is not necessary for the preservation of property rights and protection of the environment and resources to conflict with one another. (Brenner)

4) p. 2-14; Policy 2H-2: Establish incentive programs such as cluster density bonuses in urban growth areas, purchase of development rights and voluntary, workable transfers of development rights, where appropriate, to compensate property owners when if rights are unduly infringed upon. (Brenner)

5) p. 2-18; Goal 2M: Protect and encourage restoration of habitat for fish and wildlife populations including adequate in-stream flows. (Weimer)

6) p. 2-19; New Policy 2M-7: Remain actively Engage in efforts to better define ground water resources and connection to surface water, current water usage, water rights, adequate in-stream flows, and policy barriers that create conflicts between these things. (Weimer)

7) p. 2-25; Policy 2Q-5: Encourage and assist the citizens of Birch Bay and Columbia Valley Urban Growth Areas with the requirements to incorporate when appropriate. (Brenner)

8) p. 2-27; 2S-5: Annually monitor population growth and publish a report no later than November 1 of each year that analyzes population growth trends over time five years in comparison with the adopted population growth projections. If the trend over several-five years indicates that population growth in urban growth areas is significantly higher than adopted projections, coordinate with the cities
to consider appropriate action. Actions may include amending growth projections, or amending urban growth area densities or boundaries. (Donovan)

9) p. 2-35: Bellingham UGA Map: Amend map to show South Caiac and South Yew Street as UGA Reserve. (Donovan)

10) p. 2-102; lines 36-38: There are no areas proposed for Urban Growth Area Reserve adjacent to the Bellingham Urban Growth Area. The south Yew St. and the south Caitac areas have been designated as Urban Growth Area Reserves. Prior to re-designating the south Yew St. area to UGA, need for additional land capacity must be demonstrated, planning for adequate public facilities and services must be completed, and potential impacts on Lake Padden water quality must be addressed. Prior to re-designating the south Caitac area to UGA, need for additional land capacity must be demonstrated and planning for adequate public facilities and services must be completed. (Staff)

Changes Approved April 19

3) p. 2-18; Policy 2M-6: Engage the Wildlife Advisory Committee to develop recommendations of critical habitat and species protection areas, and for a system to monitor the status of fish and wildlife habitat function. (Browne)

10) p. 2-73; lines 31-34: In 2010, the DNR recognized the need to “protect the significant environmental resource of aquatic lands at Cherry Point” (CPAR Management Plan p. 1), and completed the Cherry Point Environmental Aquatic Reserve Management Plan, and designated the Cherry Point Aquatic Reserve to ensure long-term environmental protection of the area. (Donovan)

12) p. 2-74; lines 6-13: The Management Plan acknowledges that the existing industries, complying with laws and regulations, do not conflict with the Aquatic Reserve although their activities may pose risks for the Aquatic Reserve. Indeed, the industries’ need for buffer space and their compliance with shoreline management requirements means that much of the Aquatic Reserve shoreline is in substantially natural riparian vegetation and bluff processes proceed without interference. Existing industries can serve the Aquatic Reserve’s objectives so long as they are managed according to the Plan and so long as the lessees actively work to further goals for the Reserve (CPAR MP p. 2). (Weimer)
13) p. 2-77; **New Policy 2CC-2** (renumber existing 2CC-2 and subsequent 2CC policies): **Ensure that developments in the Cherry Point UGA maintain management plans to accomplish the goals of the Aquatic Reserve Management Plan.** (Donovan)

14) p. 2-77; **Policy 2CC-7:** **Resist inclusion of Exclude** Cherry Point as part of any future incorporation of Birch Bay. (Brenner)

15) p. 2-82; **Policy 2DD-1:** Concentrate growth in urban areas per the population projections in Chapter 1 of this plan, and recognize rural lands as an important transition area between urban areas and resource areas. As part of the population growth monitoring report required in Policy 2S-5, compare non-urban population growth trends with the adopted non-urban population growth projection. If the trend over **several five** years indicates that non-urban growth is significantly higher than adopted projections, the County shall take action to address the discrepancy.... (Weimer)

17) p. 2-128; **Policy 2VV-7:** Correctional facilities... New facilities should be located: ...
- At least one *quarter* mile from public and private schools.
  (Weimer)

**Changes Approved May 3**

1) p. 2-5; **Goal 2A:** Ensure designation of sufficient land and densities, **with consideration of water availability**, to accommodate the growth needs of Whatcom County and protect the local economy, rural lifestyle, habitat, fish and wildlife which are the cornerstone qualities that make the county a desirable place to live. (Weimer)

2) p. 2-6; **New Policy 2A-15:** **Strive to improve predictability to property owners regarding the connection between legal water use, and land use and development by:**

- Supporting completion of groundwater studies that provide a better understanding of water quantities available and the connection between groundwater use and in-stream flow levels.

- Supporting the efforts of water purveyors to develop new legal water sources and the infrastructure and systems necessary to transport that water to existing water users that lack safe potable water or sufficient water rights.

- Encouraging a negotiated water rights quantification and settlement between the Lummi Nation, Nooksack Indian Tribe and other water users in the Nooksack River basin.
• **Encouraging the Department of Ecology to protect instream flows, particularly in times of extremely low summer flows.**

• **Coordinating with the Department of Ecology to find solutions to provide adequate water for out-of-stream users while protecting in-stream flows. Potential solutions may include consideration of recycling, conservation, water banking, public water system interties, stream recharge augmentation, change in place of use, desalinization, and other alternative water supply measures.**

• **Request the Department of Ecology to create a water management plan for exempt wells in closed water basins that better aligns in-stream flows with current water rights and legal decisions on hydraulic continuity.** (Weimer)

3) Reject proposed expansion of Birch Bay UGA. (Donovan)

**Changes Approved May 10**

1a) p. 2-28; Restore language in Goal 2T: Establish Urban Growth Areas within which annexations and urban levels of development can occur and outside of which urban levels of development will not occur. **This is intended to be a sprawl preventing measure.** (Donovan)

1b) p. 2-28; **New Policy 2T-1 and renumber 2T policies: Discourage UGA expansion that does not border an incorporated city.** (Donovan)

1c) p. 2-28; UGA map: Restore the Birch Bay UGA map to previous map with no extension into the floodplain. (Donovan)

2a) p. 2-100; Restore and edit Sudden Valley to Chapter 2: **Sudden Valley**

Sudden Valley was established in the early 1970s as a recreation/resort area located on the shore of Lake Whatcom, entirely within the Lake Whatcom Watershed. Over the last thirty years it has developed into a semi-urban residential area. Sudden Valley is organized as a homeowners association which maintains and operates common facilities and land. Despite its recreational beginnings, this unincorporated area is now composed primarily of permanent residents—numbering approximately 7000—with some recreational units and second homes as well.

Water and sewer are provided by the Lake Whatcom Water and Sewer District. Public transit service is provided by the Whatcom Transportation Authority (WTA). Natural gas is available only to limited portions of Sudden Valley. Security is provided by a very small, private, contracted force and the Sheriff’s Department. There is a small commercial area surrounded by Sudden Valley,
and an immediately neighboring station of the South Whatcom Fire Authority. The area includes Lake Whatcom shoreline with lake access, as well as wetlands, natural preserves, and land that will remain forever undeveloped. Of its 1,545 acres, 835 acres – over half – are permanent open space with established parks, trails, and recreational areas, with an additional 140 acres of golf course.

Sudden Valley lies within the Lake Whatcom Watershed where limiting development has been identified as desirable. As a result, Sudden Valley is not a candidate for incorporation or UGA status. However, because Sudden Valley represents a sizable population, the Sudden Valley Community Association (SVCA) is a recognized participant in County and Lake Whatcom planning.

2b) New Goal 2NN: Recognize Sudden Valley as a Rural Community (Type 1 LAMRID) with unique challenges that require active participation in the planning process.

2c) New Policy 2NN-1: Liaison with SVCA on issues of mutual concern in Sudden Valley.

2d) Move Policy 2NN-2: Facilitate meeting the unique needs of Sudden Valley due to its location within the Lake Whatcom Watershed. (From p. 11-33; Policy 11K-14)

2e) Move Policy 2NN-3: Recognize the existing parcelization and the commitment for development of the remaining multi-family parcels in Sudden Valley. (From p. 11-33; Policy 11K-15)

2f) Move Policy 2NN-4 (as edited by Council): Work with the Community Association towards voluntary density reduction of additional lots within Sudden Valley. (From p. 11-33; restored Policy 11K-16)

2g) Move Policy 2NN-5 (as edited by Council): If vacant lots in the Lake Whatcom watershed come available due to a tax foreclosure the County may acquire them, remove the developments rights and then place them back on the market through the public auction process to recover any residual value. (From p.11-33; Policy 11K-16)

2h) Move Policy 2NN-6: Support Lake Whatcom Water and Sewer District’s effort to maintain adequate sewer capacity and control stormwater run-off in keeping with appropriate environmental controls and the Sudden Valley Community Association’s density reduction goal. (From p.11-33; Policy 11K-17)

2i) Move Policy 2NN-7: Work with all parties to maintain, and appropriately plan for infrastructure, public services, and stormwater retention so that Sudden Valley can develop to its appropriate potential. (From p.11-33; Policy 11K-18)

(Staff)

1) p. 2-73; lines 37-41: The reserve extends from the southern boundary of Birch Bay State Park to the northern border of the Lummi Indian Nation Reservation. The site excludes
three existing aquatic land leases (BP, Intalco, Phillips 66 shipping piers) and one proposed aquatic land lease (Gateway Pacific Terminal site). (Brenner)

2) p. 2-92; Policy 2GG-3: Proposed Uuses and densities within the Rural designation should reflect established rural character. Rezones within the Rural designation should be consistent with the established rural character and densities. Land in the R10A district may be rezoned to a rural zone that allows a higher density only if: ... (Donovan)
Proposed Council Changes to Comprehensive Plan

Chapter 5 – Utilities

Page and line numbers reflect Planning Commission Recommended Draft dated 1/14/16 (http://wa-whatcomcounty.civicplus.com/DocumentCenter/View/15154). To improve clarity of Councilmember requested changes, previous edits (i.e. staff and Planning Commission) are included, but not show as edits.

1) p. 5-10; Policy 5H-1: Land use regulations shall be consistent with the renewable energy goals and other goals in this chapter. Whatcom County zoning ordinances related to all types of renewable energy shall be reviewed and revised using working ordinances developed by other jurisdictions and peer-reviewed organizations as guides. The county shall complete a renewable resource and environmental impact study to identify all areas of the county that are suitable for different types of renewable energy, as well as areas to avoid. Areas identified as suitable shall be defined as energy overlay zones, within which different types of energy development that do not cause any public health issues, may be permitted outright. Renewable energy that does not cause any public health issues shall be encouraged in these zones. (Brenner)

2a) p. 5-9; Policy 5H-2: Encourage and support the development of renewable energy projects and technologies, including pursuing renewable energy supply portfolios for the County from power suppliers as well as small local renewable energy projects... (Brenner, Mann)

2b) such as anaerobic digesters, solar and wind energy, and biomass, where applicable. (Brenner)

3) p. 5-10; Policy 5H-4: Locate solar renewable energy generation equipment on County facilities where cost/benefit analyses prove advantageous over the life cycle of the facilities. (Brenner, Mann)

4) p. 5-10; New Policy 5H-5: The Whatcom County zoning ordinance related to wind energy systems shall be reviewed and revised to encourage reasonable opportunities for wind energy at all scales. (Mann)

5) p. 5-10; New Policy 5H-6: By 2018, the County shall complete a renewable energy resource study to identify areas of the County that are suitable for renewable energy development. Areas identified as suitable shall be defined with renewable energy overlay zones, within which preferred energy development shall be permitted outright. Energy development that utilizes wind, solar, and digesters are eligible for preferred status and an overlay zone. (Mann)
Tabled Item
4) p. 5-5; lines 12-16: Countywide Planning Policies, open space, greenways, the environment, zoning, existing development patterns, urban growth areas, and other physical, political, business, economic, and geographical constraints and plans will demarcate both the need for and the locations available for any new electric power and/or natural gas corridors. (Weimer)

Changes Approved March 8
p. 5-9; Policy 5E-3: Utility companies shall provide notification of proposed projects to abutting landowners consistent with when required by County code. (Weimer)

p. 5-10; Policy 5G-1: Land use regulations shall should be consistent with the conservation and other goals in this chapter. (Brenner)

p. 5-10; Policy 5G-5: The County shall should consider funding and promoting energy education services in order to inform citizens on energy conservation and the use of renewable energy sources. (Brenner)

p. 5-10; Policy 5H-1: Land use regulations shall should be consistent with the renewable energy goals and other goals in this chapter. (Brenner)

p. 5-12; lines 13-45: Transmission of hazardous liquids and gases by pipeline is an efficient and convenient transportation mode for transporting these products. However, pipelines pose a risk of potential for ruptures and uncontrolled leaks of products which are highly flammable, explosive, or toxic, and therefore requires careful consideration of pipeline siting, nearby land uses, and protection of pipelines from third-party excavation damage.

The goals of Whatcom County regarding pipelines are: to protect the health, safety and welfare of provide safety for County residents; and to provide predictability for future pipeline siting; and to encourage communication and coordination with pipeline operators, landowners, and county, state and federal agencies.

The County is not able to control all issues regarding pipelines, as there are other agencies with jurisdictional authority (such as the Energy Facility Site Evaluation Council and the Federal Energy Regulatory Commission), as well as demand from areas outside of Whatcom County, which preclude the County from having the ultimate authority. Nonetheless, goals and policies for the County are appropriate and incorporated herein.

The following goals and policies shall apply to all natural gas and hazardous liquid transmission pipelines as defined by state and federal regulations. This shall include pipelines which operate at a hoop stress of twenty percent or more of the specified minimum yield strength or as may be amended hereafter by federal regulations. Such a pipeline would by federal, state, and local definition be classified as a transmission line. The goals and policies
presented herein should be interpreted in conjunction with the general utility policies of this chapter where applicable, with priority and deference given to these policies which are specific to natural gas and hazardous liquid pipelines where they appear contradictory. The Natural Gas and Hazardous Liquid Pipelines Background Report contains more detailed information regarding pipelines and related issues. The Utilities Committee concluded notification was the most appropriate method to meet the County’s goals, as opposed to imposing setbacks or other restrictions which would limit landowners’ use of land on the remote possibility an event would occur. Map 5-2 indicates a notification area of 1000 feet (665 feet from each side of the pipeline) for natural gas and hazardous liquid transmission pipelines, which may be of value to the public. (Weimer)

p. 5-13; Policy 5M-2: Carefully scrutinize new or updated franchise agreements. Review and evaluate model franchise agreements, if available, for provisions to be incorporated into negotiation discussions regarding proposed provisions in future franchise agreements. Consider the adoption of a franchise agreement ordinance for consistency and guidance if multiple new agreements are anticipated. (Weimer)

New Policy 5M-9: Require land division and land use applicants to show transmission pipelines on application maps when any part of the property involved in the application is located within 500 feet of the centerline of the pipeline corridor. (Weimer)

New Policy 5M-10: Encourage communication between property owners and transmission pipeline operators to minimize the risk of inadvertent damage to transmission pipelines and to provide guidance to property owners about minimizing further risk through site design or construction. Require notification of transmission pipeline operators at the earliest possible stage of application review (at least concurrent with other land use application notifications). (Weimer)

New Policy 5M-11: Require protection of the pipeline corridor by prohibiting land disturbance and construction within defined rights-of-way except by express written consent from the pipeline operator. (Weimer)

New Policy 5M-12: Verify applicants’ use of one-call locator services in accordance with state law prior to issuing any land disturbance or construction permits abutting pipeline rights-of-way, and require physical protection of the pipeline corridor during construction. (Weimer)

New Policy 5M-13: Encourage ongoing coordination and communication between pipeline operators and the emergency response community including the Local Emergency Planning Committee, Health Department, Fire Districts, and Sheriff Department to promote education, awareness, emergency response and evacuation planning with regard to the environmental and health impacts of potential spills or leaks. Require pipeline operators to share detailed specifications about their pipelines and products transported to the emergency response community to facilitate better emergency preparedness. (Weimer)
p. 5-14; Policy 5N-5: Designated agricultural and forestry lands are preferred locations for transmission pipelines, provided special attention is paid to facilitating and not impeding agricultural drainage. (Weimer)

p. 5-14; Policy 5N-7: For natural gas transmission pipelines, encourage siting of critical facilities and high occupancy facilities pursuant to the regulations of WAC 480-93-020, and 480-93-030 (not closer than 500’ from a 500 psi pressure or greater pipeline, not closer than 100’ from a pipeline with a pressure between 250 and 499 psi) and as hereafter amended. Prohibit new land uses with high on-site populations that are difficult to evacuate or new essential public facilities from being located nearer than 500 feet from the centerline of a transmission pipeline. (Weimer)

New Policy 5N-8: Require expanded land uses and facilities located nearer than 500 feet from the centerline of a transmission pipeline to not increase the level of risk from a pipeline failure and use site design, building, technological, and/or operational techniques to reduce or minimize risk. (Weimer)

New Policy 5N-9: Pipelines must be installed and maintained deep enough and in a manner that maximizes the ongoing use of the land consistent with the zoning in place at the time the pipeline was approved. (Browne)
Proposed Council Changes to Comprehensive Plan

Chapter 6 – Transportation

Page and line numbers reflect Planning Commission Recommended Draft dated 1/14/16 (http://wa-whatcomcounty.civicplus.com/DocumentCenter/View/15155). To improve clarity of Councilmember requested changes, previous edits (i.e. staff and Planning Commission) are included, but not show as edits.

Tabled Item

1) p. 6-20; Policy 6F-5: Develop a six-year Non-Motorized Transportation Improvement Plan (NMTIP) along the lines of the existing process the County employs for motorized vehicle transportation planning. Give priority to construction of pedestrian and bicycle facilities on streets within and between urban growth areas and rural communities where practical, and give priority to walkways along roadways within a one-mile radius of schools, as well as facilities that support the local recreation and tourism needs. (Browne)

Staff Recommendations

2) p. 6-25; lines 39-44: GMA requires an analysis of funding capability to judge needs against probable funding resources, and a multi-year financing plan based on the needs identified in the plan. The Capital Facilities Plan, Appendix E of this plan, contains the funding analysis and the current 20-year list of transportation projects. The CFP County also contains the six-year Transportation Improvement Program, which is updated annually, and programs funding for specific projects over the next six years.

Passed 5/17/2016 – Staff recommends moving the following two policies to Chapter 7:

3) Move to p. 7-14 as Policy 7C-10; (Passed as New Policy 6G-9): Work with Bellingham Whatcom County Tourism, and the cities to develop and implement a common Countywide Way-Finding system that encourages people traveling on the I5 corridor to detour and easily find the many tourist attractions that Whatcom County has to offer. (Browne)

4) Move to p. 7-14 as Policy 7C-11; (Passed as New Policy 6F-8): Develop plans and prioritize facilities for the County to become internationally recognized as a “Trail-Town” tourist destination (one that offers 100 miles or more of contiguous walking/hiking trails) by 2027. (Browne)
Passed April 19

1) p. 6-2; lines 29-32: This chapter supports County-Wide Planning Policies by encouraging alternative modes of transportation through goals, and policies, and actions. It includes policies on demand management strategies and considers inter-county and international transportation links. (Brenner)

2) p. 6-4; lines 16-20: The Port of Bellingham owns and operates three seaport facilities within the city of Bellingham, (Bellingham Shipping Terminal, Squalicum Harbor, and Bellingham Cruise Terminal) and one in the city of Blaine (Blaine Harbor). The Bellingham Cruise Terminal acts as the southern terminus of the Alaska State Ferry System and host to private cruise vendors. (Brenner)

3) p. 6-4; lines 34-36: Privately owned and operated airports exist in Whatcom County, including Point Roberts (Point Roberts Airpark), and on Lake Whatcom (Floataven SBP), near Custer (Meadow Mist), and Eliza Island. (Brenner)

4) p. 6-5; lines 4-6: The transit system includes transit stations in Bellingham, Ferndale, and Lynden, three of which include park and ride lots. There are currently a total of nine park and ride lots in Whatcom County. (Brenner)

5) p. 6-6; lines 19-22: GMA requires counties to adopt level of service (LOS) standards for arterials For purposes of concurrency management, Whatcom County adopts level of service (LOS) standards for motor vehicle travel on county-owned arterials and major collectors per GMA requirements. In addition, it is appropriate to include concurrency for the county-owned ferry service (see Policy 6A-1 and Map 6-2). (Brenner)

6) p. 6-7; lines 16-22: GMA also requires counties to include a level of service for transit routes in the transportation element. Whatcom Transit Authority, the only public transit agency in the County, establishes its levels of service in its Strategic Plan document; this chapter references those adopted standards. For modes of transportation other than motor vehicles, and transit, and ferry, Whatcom County does not establish levels of service based on volumes, but instead focuses on the quality of service through planning and design (see Goals 6D and 6E below). (Brenner)

7) p. 6-9; Policy 6A-1: Establish the following levels of service (LOS) for purposes of maintaining transportation concurrency:

- Ferry LOS standard is currently 513 ferry passenger trips annually per capita Lummi Island population. Note: The Lummi Island Ferry Advisory Committee (LIFAC) is cooperating with Public Works to
develop an updated LOS standard. LIFAC will present a revision to this section when that work is complete. (Brenner)

9) p. 6-12; lines 9-12: The segments where County-owned roadways classified as arterials fall below the adopted LOS standards in 2036 are Hannegan Road between Van Wyck Road and Kelly Road (1.01 mile), and Lakeway Drive between the Bellingham City Limits and Terrace Avenue (0.63 mile). (Brenner)

10) p. 6-12; lines 38-40: Accordingly, in deciding how best to use its finite resources, the County must prioritize among many competing items, including new projects as well as preservation, operation, and maintenance of existing facilities. (Brenner)

11) p. 6-14; Policy 6B-1: Programming of transportation programs and improvements should prioritize upgrading of unsafe and/or structurally deficient facilities and preservation and maintenance of the existing transportation system over new capital improvements. Exception to this policy should be allowed when a cost/benefit analysis indicates that the public interest is better served by new capital expenditures over preservation of existing infrastructure, or when capacity-increasing improvements are necessary to correct level of service deficiencies on County-owned roads and ferries to meet GMA concurrency requirements. (Brenner)

12) p. 6-14; Policy 6B-2: Use a fair and equitable formula to assess development for transportation improvements, including but not limited to transit, pedestrian facilities, bikeways, ferry, and roadways that are considered reasonably necessary as a direct result of proposed developments in Whatcom County. (Brenner, Weimer)

13) p. 6-15; lines 31-35: Whatcom County’s program of arterial and collector improvements addresses the following elements: uncongested traffic flow; sound engineering and construction; safety; mobility; facilities for public transit, bicycles, and pedestrians; access to air, rail, ferry, and other forms of transportation; and cost effectiveness. (Brenner, Weimer)

14) p. 6-15; Policy 6C-1: For road classifications higher than local access roads, develop access control plans which may include joint driveways, and require new developments to minimize the number of access points. (Brenner)

16) p. 6-17; lines 25-30: Whatcom County’s transportation facilities must accommodate a variety of transportation modes including automobiles, bicycles, pedestrians, buses, ferries, emergency vehicles, commercial vehicles, and agricultural equipment. In the planning, design, and construction of these facilities, the County must balance the needs of all users in all modes, and make the improvements appropriate to the context of the area. (Brenner, Weimer)
18) p. 6-18; lines 24-29: Level of service for pedestrians and bicyclists involves different characteristics than capacity and speed. Design should maximize the quality of the service rather than quantifiable measures of usage. Walkways serve pedestrians well when they provide a safe and convenient route. Pedestrians are well served by adequate crosswalks. Bicyclists may be well served by a low speed and traffic shared roadway lane in an urban location but may benefit from a wide shoulder on a rural higher speed road. (Brenner)

19) p. 6-20; Policy 6F-5: Give priority to construction of pedestrian and bicycle facilities on streets within and between urban growth areas and rural communities where practical, and give priority to walkways and crosswalks along roadways within a one-mile radius of schools. (Brenner)

20) p. 6-20; Policy 6F-6: For commercial and residential developments within urban growth areas and rural communities, developers shall fund on-street walkways, paths, crosswalks, and other pedestrian accommodations, along with internal walkways or paths for on-site circulation that are necessary to provide pedestrian access from public streets to building entrances and within and between buildings. (Brenner)

21) p. 6-20 lines 32-34: Whatcom County Council Members are part of the WCOG’s Whatcom Transportation Policy Board and the WTA Board of Directors. (Brenner)

22) p. 6-23; Policy 6H-1: Maintain and restore fish passage when constructing new transportation systems. Where existing transportation systems have fragmented habitat, such as where culverts prevent fish from migrating upstream, strive to restore fish passage at every opportunity. For County transportation projects, the County Council will determine when such restoration is financially feasible through adoption of the six-year transportation improvement program, the annual road construction program, and the County budget. (Brenner)

23) p. 6-24; Policy 6H-8: Promote designs to preserve mature trees, unique wildlife habitats, water quality, and other elements of the natural environment, including environmentally sensitive areas and shorelines, during the design and construction of road improvement projects. (Brenner)

25) p. 6-24; Policy 6J-1: Develop programs that reduce single-occupant vehicle use and vehicle miles traveled, minimizing trip length and reducing travel during peak periods, in order to minimize fuel consumption and the emission of greenhouse gases. These programs include, but are not limited to, trip reduction programs in coordination with major employers, and other jurisdictions, and the WTA. (Brenner)
26) p. 6-25; Policy 6J-4: Coordinate with Whatcom Transportation Authority and Washington State Department of Transportation to provide park-and-ride lots along major corridors and provide necessary and adequate services to encourage their use. (Brenner)

Passed May 10

1) p. 6-9; Policy 6A-1 (reconsideration): Establish the following levels of service (LOS) for purposes of maintaining transportation concurrency:

Ferry LOS standard is currently 513 ferry passenger trips annually per capita Lummi Island population. Note: The Lummi Island Ferry Advisory Committee (LIFAC) is cooperating with Public Works to develop an updated LOS standard. LIFAC will present a revision to this section when that work is complete. The interim LOS is calculated using the scheduled trips, the estimated car units of the ferry and the Small Area Estimates Program (SAEP) population figure. The interim standard is established at 439 (LOS = (Scheduled one way trips X estimated car units for the boat) X 2/ Small Area Estimates Program Population figure from OFM for Lummi Island) (Lummi Island Ferry Advisory Committee/Staff)

2) p. 6-16; New Policy 6C-8: Conduct a ferry feasibility study to inform the next annual Comprehensive Plan update so that sufficient planning, engineering, design and cost detail is available to use in competing for grants and other sources of funding for a replacement ferry. LIFAC should provide input on the scope of work and any consultants or vendors retained, as well as reviewing and providing input on key milestones. (Lummi Island Ferry Advisory Committee)

3) p. 6-29; New Policy 6J-9: Encourage the development and installation of a comprehensive electric vehicle rapid charging network, including the following opportunities:

- Allow rapid charging stations in commercial parking lots and other convenient locations;
- Provide a streamlined and expedited permitting process for rapid charging stations;
- Provide incentives to developers, employers, and organizations that provide rapid charging stations;
- Consider requirements to include infrastructure for rapid charging stations in multi-family and commercial developments; and
- Pursue partnerships with Puget Sound Energy to consider voluntary development of rapid charging stations to reduce costs. (Mann)
p. 6-21; Policy 6G-3: **Consistent with county land use planning, coordinate identification of new arterial routes with adjacent city jurisdictions. Coordinate with adjacent jurisdictions to identify, design, and strategically implement needed system improvements in locations where jurisdictional interests overlap. Such locations include unincorporated urban growth areas adjacent to cities, and non-urban areas where existing or proposed facilities serve regional interests. Improvements should be designed to standards appropriate to the planned land uses served by the facilities. In unincorporated urban growth areas adjacent to cities, design should meet the appropriate city design standards.** (Staff)

**Passed May 17**

1) p. 6-18; Goal 6F: **Develop a system of bicycle and pedestrian facilities that encourages enhanced community access, promotes healthy lifestyles and supports the recreational segments of our economy.** (Browne)

2) p. 6-19; Policy 6F-4: **Identify, analyze and Prioritize** pedestrian and bicycle projects based on the following criteria: (Browne)

3) p. 6-32; Restore Section: **Commercial Transportation**

   In addition to the commercial traffic that serves Whatcom County industries and residents, the county’s transportation system carries heavy cross border truck traffic between the United States and Canada. Freight vehicles’ access to industrial and commercial areas, safety on roads shared with private vehicles, efficient long-distance movement of goods, and coordination of commercial transportation with rural land uses are all issues for Whatcom County. Trucks make up the bulk of the commercial traffic, but rail, air, and ship transportation are involved as well. (Browne)

3a) p. 6-32; Restore Goal 6P: **Provide for safe, efficient movement of commercial vehicles.** (Browne)

3b) p. 6-32; New Policy 6P-1: **Give priority to maintaining service levels for existing commercial/industrial areas. New commercial/industrial developments shall not materially diminish the transportation service levels to/from previously established commercial/industrial developments.** (Browne)

3c) p. 6-32; New Policy 6P-2: **Any new commercial/industrial development must not materially impact the safe, efficient movement of existing residential, commercial, public safety or emergency response traffic.** (Browne)
Proposed Council Changes to Comprehensive Plan

Chapter 8 – Resource Lands

Page and line numbers reflect Planning Commission Recommended Draft dated 1/14/16 (http://wa-whatcomcounty.civicplus.com/DocumentCenter/View/15157). To improve clarity of Councilmember requested changes, previous edits (i.e. staff and Planning Commission) are included, but not show as edits.

Previous changes made by the Council are underlined or struck out, but not bold. New changes are in bold.

1) p. 8-3; lines 1-3: The purpose of this section is to provide a clear set of guidelines that both preserve the agricultural base in Whatcom County, prioritizes the human need for food, fiber, shelter and energy and ensures that both the agricultural industry and the cultural heritage thrive in the years to come. (Brenner)

2) p. 8-5; line 31: Whatcom County agriculture is widespread and diverse, ranging from small, organic farms in the Mt. Baker Foothills to cold-storage facilities in Bellingham, and includes orchards, dairies, cattle ranches, produce farms, and nurseries, to name a few. Our farms are the country’s top producers of red raspberries and are also major producers of milk, beef, blueberries, potatoes, nursery products, and many other agricultural commodities.

The economic impacts of agriculture on Whatcom County are substantial. According to the U.S. Department of Agriculture’s 2012 Census of Agriculture, 1,483, Whatcom County farms produced a market value of $326 million in crops and livestock that year, ranking eighth in the state. Milk produced locally in 2013 reached an all-time high market value of $246.1 million. Raspberries and blueberries combined for a record market value of $123.6 million in 2014.

Average annual agricultural employment in Whatcom County in 2014 was 3,512, with substantial seasonal variation within that average, according to the Washington State Employment Security Department. Locally, agricultural jobs soared to 5,661 in the third quarter of 2015. In addition, farms and support businesses, such as equipment retailers, veterinarians, processing facilities, and feed suppliers employ many Whatcom County residents. (Brenner)

3) p. 8-5; lines 43-46: Agricultural lands are an important resource to the people of Whatcom County and Washington State, yet if not and need to be adequately protected as necessary through zoning and other measures voluntary measures, such as
PDRs, and workable TDRs, these lands may be converted to urban or rural uses. (Brenner)

4) p. 8-8; line 5: The state legislature has recognized that agriculture faces unprecedented international market competition and costs. Low profit margins have pushed many agricultural operations out of business, which can be seen in the decline of Whatcom County’s agricultural land base from 1949 to 2012. The continued loss of working agricultural land also harms critical areas because, as the Puget Sound Partnership has noted, farm and cattle ranch lands deliver critical area outcomes that are superior to converted lands, in terms of water quality functions, floodplain, aquifer recharge, and food and habitat functions for fish and wildlife species. Because of this, additional regulations need to be carefully tailored to prevent additional threats to already thin farm profit margins that can accelerate conversion to non-agricultural uses. (Brenner)

5) p. 8-8; Policy 8A-2: Maintain a working agricultural land base sufficient to support a viable local agricultural industry by considering the regulatory impacts to farmers and agricultural lands as part of the legislative decision making process. Measures that can be taken to support working farms and maintain the agricultural land base may include: ...

- Maintenance of 100,000 acres of agricultural land to support a healthy agricultural industry.
- A workable transfer of development rights program (TDR) in which the development potential of a site could be transferred to another location where development is more favorable.
- The workable TDR program shall give priority to the creation of economically viable receiving areas.
- Developing a marketplace approach to strengthening agricultural practices while enhancing larger-scale watershed processes and functions by identifying feasible opportunities on agricultural land to improve both watershed health and agricultural viability and developing incentives and tools to compensate farmers for actions that exceed minimum regulatory standards.
- Mitigation for loss of productive agricultural lands, including loss Track acres lost due to conversion, development or policy implementation such as critical areas ordinance, so mitigation strategies can be implemented to offset the acres lost etc.
• Identify and evaluate any new or changed zoning or comprehensive plan agricultural lands of long term commercial significance designations as needed or warranted for the Rural Study Areas.

• **Required buffers on all new non-agricultural uses on land located adjacent to agricultural activities.**

• **Development assistance to agricultural-related enterprises.**

• **Farm friendly regulations.**

• **Track acres lost due to conversion, development, or policy implementation, so mitigation strategies can be implemented to offset acres lost. Implement the strategies for mitigation to farmers for productive agriculture land lost due to regulatory requirements.**

  (Brenner)

6) p. 8-10; Policy 8A-7: **Work cooperatively with farmers to** Prioritize agricultural activity in land use decisions when land is composed of prime and/or productive agricultural soils and agriculture is the highest value resource use. (Brenner)

7) p. 8-11; Policy 8A-10: The Agricultural Advisory Committee shall advise the Whatcom County Executive and Council on agricultural issues and agricultural land use. Whatcom County shall support the Agricultural Advisory Committee with staff and other resources, and shall prioritize the AAC’s input with regard to agricultural resource lands. (Brenner)

8) p. 8-11; **New Policy 8A-11:** Support voluntary measures and adequate financial compensation for farmers for any zoning changes that could reduce their economic viability. (Brenner)

9) p. 8-11; Policy 8B-6: Develop and utilize a range of result-oriented non-regulatory programs, options, and incentives, collaboratively developed and monitored by the County and landowners, that agricultural landowners can employ so long as such programs, options, and incentives can be shown to produce results that meet or exceed county environmental goals. (Brenner)

10) p. 8-29; Policy 8C-2: Involve those who actually are engaged in agricultural activities, and give high regard to their opinions in the county’s decision-making during in the planning process and when instituting regulatory changes that would impact the agricultural community. Use groups working effectively with the agricultural community to help preserve and/or create a sustainable economic agricultural base. (Brenner)
11) p. 8-29; **New Policy 8C-5:** Develop and support more programs to promote ag-tourism and ag-education to increase public awareness of the nutritional and economic value of agriculture and quality food production. (Brenner)

12) p. 8-14; Policy 8D-7: Help resolve conflicts associated with maintaining and enhancing fish habitat and the necessary drainage work that is annually done by agricultural drainage districts, watershed improvement districts and landowners. (Brenner)

13) p. 8-15; **New Policy 8E-10:** Develop and implement education and incentive programs that encourage agriculture land owners to take steps to restore habitat of threatened and endangered species. (Brenner)

14) p. 8-15; **New Policy 8E-11:** Support the Department of Agriculture in ensuring practices avoid adverse impacts to the habitat of threatened and endangered fish and wildlife species and to marine waters that support shellfish resources. (Brenner)

15a) p.8-45; **New Section:** Aquatic Resource Lands – Introduction

**Purpose**
This section contains policies to guide Whatcom County in the creation of a new section for this chapter to ensure the conservation of functioning aquatic resource lands of long-term commercial and recreational significance, and to ensure that both industries requiring functioning aquatic lands, and the cultural heritage that use of our aquatic lands represent, thrive in the years to come.

**GMA Requirements**
Goal 8 of the GMA (RCW 36.70A.020) guides the county to “Maintain and enhance natural resource based industries, including productive timber, agricultural, and fisheries industries.” Aquatic lands have a clear nexus regarding maintenance of fisheries industries, including commercial and recreational shellfish harvest. While the GMA does not require specific designation of aquatic resource lands that support aquatic based industries, functioning aquatic lands are so intrinsically necessary for production of historical fish and shellfish production that these lands are identified on our GMA required critical areas maps, shoreline inventory and analysis, and integral in the state /county approved 2008 Shoreline Restoration Plan.

**Issues, Goals, and Policies**
The following goals and policies apply to both designated and undesignated aquatic lands and are meant to help in the creation of this section to address the issues of conserving productive aquatic land and meeting the goals of the Growth Management Act.
May 31, 2016
Proposed Council Changes to Comprehensive Plan
Chapter 8 – Resource Lands

(Wiemer)

15b) New Goal 8S: Conserve and enhance Whatcom County's aquatic land base for the long-term and sustainable production of commercial and recreational economic activities. (Wiemer)

15c) New Policy 8S-1: Whatcom County Planning staff will work with the Marine Resource Committee, the Shellfish Protection Advisory Committees, and other local aquatic land experts to create a new section of this chapter to support goal 8S to be docketed and processed for consideration no later than 2017. (Wiemer)

Proposed Reconsideration of Previous Changes
In these proposed reconsiderations, previous changes made by the Council are underlined or struck out, but not bold. New changes are in bold. Previous Council changes proposed for deletion are highlighted.

16) p. 8-1; lines 4-9: The growth and harvest of farm products, re-generation and harvesting of timber, use of aquatic aquaculture lands for shellfish harvest, and excavation of minerals all shape Whatcom County's landscape and strongly influence the economy. Resource lands, which include agriculture, forestry, aquatic resource lands, fisheries (RCW 36.70A.020) and mineral resource lands, also largely represent Whatcom County's cultural heritage. These natural resource activities have been major industries since European settlement began in the area, and the use of aquatic aquaculture lands by our indigenous citizens far predates European settlement. (Brenner)

17) p. 8-1; lines 12-14: This chapter is divided into four sections: Agricultural Lands, Forest Resource Lands, Aquatic Aquaculture Resource Lands, and Mineral Resources. (Brenner)

18) p. 8-2; lines 7-8: The Agricultural Lands, Forest Resource Lands, Aquatic Aquaculture Resource Lands, and Mineral Resources sections of this chapter address Goal 8 of the GMA, which reads: ... (Brenner)

19) p. 8-2; line 21-30: Identifying and designating productive resource lands also helps implement County-Wide Planning Policies that state that Whatcom County shall “become a government of rural areas in land-use matters directed towards agriculture, forestry, mineral resources, aquatic aquaculture industries and other natural resources” [CWPP B(1)]. In addition, land use policies that encourage best management practices are included within this chapter to support and maintain the County-Wide Planning Policies regarding economic development. As part of a broad-based economy of productive timber, agriculture, mineral and fisheries-aquatic industries should be maintained in a sustainable manner (CWPP 1-9). (Brenner)
20) p. 8-14; **New Policy 8D-8** (insert new 8D-8, renumber existing 8D-8 and following 8D policies): Through a continuum of efforts moving from education to enforcement of regulations, that includes outreach, development of voluntary best practices, technical assistance, incentives, monitoring, and regulation, ensure that agricultural practices do not negatively impact aquatic aquaculture resource lands and critical areas. *(Brenner)*

21) p. 8-14; **Goal 8E**: Ensure agricultural practices avoid adverse impacts to the habitat of threatened and endangered fish and wildlife species and to aquatic aquaculture resource lands that support shellfish resources. Encourage agricultural land uses to voluntarily protect and restore habitat of threatened and endangered species through education and incentive programs. *(Brenner)*

22) p. 8-4; lines 44-45: Conserving productive agricultural lands in rural areas, without infringing on private property rights, is a primary objective of the APO. *(Brenner)*

23) p. 8-10; **Policy 8A-4**: Support conservation of productive agricultural land by requiring the use of best management practices including soil and water conservation, livestock manure nutrient management, etc. *(Brenner)*

24) p. 8-12; lines 38 Non-farm uses may conflict with agriculture. The Right-To-Farm Ordinance was created because agriculture is the priority use. Usual and accustomed farm activities create odors, dust, sprays, noise from farm machinery, etc. and are prioritized with the Right-To-Farm Ordinance. Agriculture may conflict with other land uses. Improper nutrient or manure management practices on agricultural land may impact the commercial and recreational use of aquatic lands miles away. Residents of non-farm housing adjacent to farms, and owners and patrons of nearby commercial uses, have complained of nuisances such as odors, dust, chemical sprays, and noise from machinery. Farm equipment, crops, and livestock may suffer from increased vandalism. In addition, non-farm residential development, particularly residential subdivisions, can raise assessed valuation or lead to special assessments on adjacent farmlands, resulting in higher property taxes for farmers. The same is true of commercial uses. *(Brenner)*

25) p. 8-14; **Policy 8E-2**: Provide assistance where necessary to ensure fencing of livestock away from rivers and streams to prevent livestock from degrading riparian and instream habitat and from polluting water quality. Prevent livestock from degrading riparian and instream habitat by using best management practices for the fencing of livestock from streams and support the provision of alternative
watering systems. Encourage fencing along rivers and streams to prevent livestock from degrading riparian and instream habitat. (Brenner)

26) p. 8-14; Goal 8E: Work with agricultural land users to find efficient and effective cooperative ways to protect and restore habitat of threatened and endangered species through education and incentive programs. Ensure agricultural practices avoid adverse impacts to the habitat of threatened and endangered fish and wildlife species and to aquatic resource lands that support shellfish resources. Encourage agricultural land uses to voluntarily protect and restore habitat of threatened and endangered species through education and incentive programs. (Brenner)

Changes Approved March 8 and March 22

p. 8-1; lines 4-9: The growth and harvest of farm products, re-generation and harvesting of timber, use of aquatic lands for shellfish harvest, and excavation of minerals all shape Whatcom County's landscape and strongly influence the economy. Resource lands, which include agriculture, forestry, aquatic resource lands, and mineral resource lands, also largely represent Whatcom County's cultural heritage. These natural resource activities have been major industries since European settlement began in the area, and the use of aquatic lands by our indigenous citizens far predates European settlement. (Weimer)

p. 8-1; lines 12-14: This chapter is divided into four sections: Agricultural Lands, Forest Resource Lands, Aquatic Resource Lands, and Mineral Resources. (Weimer)

p. 8-2; lines 7-8: The Agricultural Lands, Forest Resource Lands, Aquatic Resource Lands, and Mineral Resources sections of this chapter address Goal 8 of the GMA, which reads: ... (Weimer)

p. 8-2; line 21-30: Identifying and designating productive resource lands also helps implement County-Wide Planning Policies that state that Whatcom County shall "become a government of rural areas in land use matters directed towards agriculture, forestry, mineral resources, aquatic industries and other natural resources" [CWPP B(1)]. In addition, land use policies that encourage best management practices are included within this chapter to support and maintain the County-Wide Planning Policies regarding economic development. As part of a broad based economy of productive timber, agriculture, mineral and fisheries
aquatic industries should be maintained in a sustainable manner (CWPP 1-9). (Brenner)

p. 8-2; lines 45-46: Those lands designated as Agriculture in the comprehensive plan are designated as Agricultural Lands of Long-Term Commercial Significance as defined by GMA: ... (Weimer)

p. 8-3; line 45: Those lands designated as Agriculture in the comprehensive plan are designated as Agricultural Lands of Long-Term Commercial Significance as defined by GMA. Agricultural lands of long-term commercial significance are land: (a) not already characterized by urban growth (b) that is primarily devoted to the commercial production of agricultural products enumerated in RCW 36.70A.030(2), including land in areas used or capable of being used for production based on land characteristics, and (c) that has long-term commercial significance for agricultural production, as indicated by: “includes the growing capacity, productivity, and soil composition of the land for long-term commercial production, in consideration with the land's proximity to population areas, and the possibility of more intense uses of the land.” (RCW 36.70A.030(10). (Browne, Donovan)

p. 8-4; lines 44-45: Conserving productive agricultural lands in rural areas, without infringing on private property rights, is a primary objective of the APO.

p. 8-8; Policy 8A-1: Conserve productive agricultural lands and agricultural resource lands, including areas with prime soils that are not now zoned agriculture, or where the areas is composed of agricultural operations that have historically been and continue to be economically viable, by developing and implementing a long range strategy. The planning horizon should be 20 years in the short term and 100 years in the long term. (Browne)

p. 8-8; Policy 8A-2: Maintain a working agricultural land base sufficient to support a viable local agricultural industry by considering the impacts to farmers and agricultural lands as part of the legislative decision making process. Measures that can be taken to support working farms and maintain the agricultural land base may include: ... (Donovan)

- Maintenance of 100,000 acres of agricultural land to support a healthy agricultural industry. (Donovan)

- A workable transfer of development rights program (TDR) in which the development potential of a site could be transferred to another location where development is more favorable. (Weimer, Donovan)
• The workable TDR program shall give priority to the creation of economically viable receiving areas. (Browne)

• Developing a marketplace approach to strengthening agricultural practices while enhancing larger-scale watershed processes and functions by identifying feasible opportunities on agricultural land to improve both watershed health and agricultural viability and developing incentives and tools to compensate farmers for actions that exceed minimum regulatory standards. (Weimer)

• Mitigation for loss of productive agricultural lands, including loss of track acres lost due to conversion, development or policy implementation such as critical areas ordinance, so mitigation strategies can be implemented to offset the acres lost etc. (Weimer)

• Identify and evaluate any new or changed zoning or comprehensive plan agricultural lands of long term commercial significance designations as needed or warranted for the Rural Study Areas. (Staff)

p. 8-9; Policy 8A-3: The criteria for designating or de-designating lands under the Agriculture land use designation shall be considered on an area-wide basis. When applying the following criteria, the process should result in designating an amount of agricultural resource lands sufficient to maintain and enhance the economic viability of the agricultural industry in the county over the long term, and to retain agricultural support businesses, such as processors, farm suppliers, and equipment maintenance and repair facilities. The criteria are as follows:

1. The land is not already characterized by urban growth. In determining this factor, the County should consider WAC 365-196-310 and RCW 36.70A.030(19).

2. The land is used or capable of being used for agricultural production. In making this determination, the County shall use the land-capability classification system of the U.S. Department of Agriculture Natural Resources Conservation Service. These eight classes are incorporated into map units and are based on the growing capacity, productivity, and soil composition of the land.

3. The land has long-term commercial significance for agriculture. In determining this factor, consider the following nonexclusive criteria:
   a. The majority of the area contains Prime Farmland Soils as determined by the Natural Resource Conservation Service (NRCS).
   b. The area may contain 100-year floodplains as delineated by the Federal Emergency Management Agency (FEMA).
c. Land use settlement patterns, the intensity of nearby uses, and the history of approved land development permits are generally compatible with agricultural practices. **Existing land uses are primarily full-time agriculture intermixed with part-time agriculture and woodlots; and minimal commitment to non-farm uses has been made.**

d. **A majority of** the area is composed of agricultural operations that have historically been and continue to be economically viable.

e. **The predominate** parcel sizes in the area is large enough to adequately maintain agricultural operations, are generally greater than 40 acres.

f. **The availability of public services.** Urban utility services including public sewer and water are not planned.

g. **The availability of public facilities such as roads used to transport agricultural products.**

h. Special purpose districts that are oriented to enhancing agricultural operations exist, including such as drainage improvement, watershed improvement, and flood control exist.

i. **The areas have** a pattern of landowner capital investment in agricultural operations improvements including irrigation, drainage, manure storage, the presence of barns and support buildings, enhanced livestock feeding techniques, agricultural worker housing, etc.

j. **The areas contains** a predominance of parcels that have current use tax assessment derived from the Open Space Taxation Act.

k. **The area’s proximity to urban growth areas.**

l. **The area’s proximity to agricultural markets.**

m. **Land values under alternative uses.**

(Staff)

p. 8-10; Policy 8A-4: Support conservation of productive agricultural land by requiring the use of best management practices including soil and water conservation, livestock manure nutrient management, etc. (Donovan)

p. 8-10; Policy 8A-5: Discourage conversion of productive agricultural land to incompatible non-agricultural uses. (Weimer)

p. 8-11; Policy 8B-6: Develop a range of non-regulatory programs, options, and incentives that agricultural landowners can employ so long as such programs, options, and
incentives can be shown to produce results that to meet or exceed county environmental goals. (Weimer)

p. 8-12; Policy 8C-4: Encourage retiring farmers to pass their farms on to beginning farmers and encourage the use of programs that help beginning farmers buy productive farmland. (Weimer)

p. 8-12; lines 38 Agriculture may conflict with other land uses. Improper nutrient or manure management practices on agricultural land may impact the commercial and recreational use of aquatic lands miles away. (Weimer)

p. 8-13; Policy 8D-2: Maintain the right to farm ordinance. Give priority to agricultural uses and owners of parcels zoned for agriculture priority in land use and nuisance conflicts with residents of adjacent properties and adjacent property owners. (Donovan)

p. 8-14; New Policy 8D-8 (insert new 8D-8, renumber existing 8D-8 and following 8D policies): Through a continuum of efforts moving from education to enforcement of regulations, that includes outreach, development of voluntary best practices, technical assistance, incentives, monitoring, and regulation, ensure that agricultural practices do not negatively impact aquatic resource lands and critical areas. (Weimer)

p. 8-14; Goal 8E: Ensure agricultural practices avoid adverse impacts to the habitat of threatened and endangered fish and wildlife species and to aquatic resource lands that support shellfish resources. Encourage agricultural land uses to voluntarily protect and restore habitat of threatened and endangered species through education and incentive programs. (Weimer)

p. 8-15; Policy 8E-2: Prevent livestock from degrading riparian and instream habitat by using best management practices for the fencing of livestock from streams and support the provision of alternative watering systems. Encourage fencing along rivers and streams to prevent livestock from degrading riparian and instream habitat. (Weimer)

p. 8-15; Policy 8E-4: Ensure proper storage and application of compounds that can pollute our waterways such as manure and other fertilizers, pesticides and herbicides. (Weimer)

p. 8-15; Policy 8E-5: Ensure voluntary restoration to properly functioning habitat conditions for those riparian areas and stream reaches that do not currently
provide such habitat conditions through voluntary restoration, technical assistance and incentives. (Weimer)

p. 8-15; Policy 8E-6: Encourage the maintenance and operation of drainage systems such that the habitat and water quality impacts from such systems are minimized and agricultural uses remain viable. (Weimer)

p. 8-16; Policy 8F-1: Actively participate in the WRIA 1 Watershed and Salmon Recovery Programs to ensure that the agricultural sector’s needs, as well as other interests, are addressed. (Weimer)

p. 8-16; Policy 8F-3: Work to support that the agricultural community has access to sufficient in ensuring that legal direct legal water rights and other sources of water are available for agricultural uses. (Weimer)

p. 8-16: New Policy 8F-4: Balance the needs of agricultural water users with needs for instream uses through such process as the WIRA 1 Salmon Recovery Program. (Donovan)

p. 8-20; lines 33-36: Such conversions include changing the use of forest land from commercial timber production to incompatible residential, commercial, industrial, and agricultural land uses, or parks and preserves that exclude intense forest production management. (Brenner)

Passed March 29

1) p. 8-21; lines 3-4: The commercial working forest land base in Washington State and in Whatcom County has been steadily decreasing over time. (Brenner)

2) p. 8-22; Policy 8F-8: Review Title 20.42 (Rural Forestry) and 20.43 (Commercial Forestry) for opportunities to provide for compatible non-forest uses that encourage forest landowners to keep their land in productive forest uses. (Brenner)

3) p. 8-24; Policy 8F-12: Maintain a working forest land base sufficient to support a viable local forestry industry by considering the impacts of working forests as part of the legislative decision making process. Measures that can be taken to support working forests may include:
3b) Mitigation for loss of forest lands from productivity, including loss due to policy implementation of critical areas ordinances, etc. (Donovan, Weimer)

3c) Track acres of forest lands lost from productivity due to conversion, development or policy implementation such as critical areas ordinance, and work with the forestry advisory committee to identify economically viable mitigation strategies that can be implemented to offset the acres lost. (Weimer)

4) p. 8-26; Policy 8G-7: Encourage the United States Forest Service and the Department of Natural Resources to implement harvest practices that maximize the use of forest lands while allowing appropriate multiple uses. (Weimer)

5) p. 8-27; Goal 8I: Support the Department of Natural Resources in ensuring that forest practices avoid adverse impacts to the habitat of threatened and endangered fish and wildlife species and to marine waters that support shellfish resources. (Brenner)

6) p. 8-27; Policy 8I-1: Ensure that adequate riparian buffers, based on best available science, are maintained along rivers and streams. (Weimer)

7) p. 8-27, Policy 8I-2: Minimize, to the greatest extent feasible, using BMPs, sedimentation to rivers and streams, to the greatest extent possible, using BMPs. (Brenner)

8) p.8-30; lines 40-43: Controlling trespassing to surface mining can be a significant safety issue for mine operators. Adjacent land use Property rights issues range from the right to mine and use the value of mineral resource land to the right to live in an area with a high quality of life and retain home values. (Weimer)

p. 8-30 line 45-: These and other factors may contribute to a climate of distrust and hostility between the aggregate industry and property owners in the vicinity. Trespassing and various other activities that may conflict with other land uses are generally illegal and can cause liability for mine owners/operators. Numerous federal, state, and local regulations also mitigate impacts of noise, dust, traffic, and environmental impacts.

9) p. 8-31; lines 4-9: Environmental issues associated with surface mining may include groundwater or aquifer impacts and disruption of fish and wildlife habitat. Surface mine reclamation can create wetlands and fish and wildlife habitat, enhance
agricultural land, or provide land for parks, housing, industrial or other uses. (Brenner)

10) p. 8-31; lines 11-15: As a natural result of geologic forces, it is not uncommon in Whatcom County to have excellent mineral deposits located under prime farmland soil and above an aquifer recharge area. Mining in these areas can substantially impact reduce the productive capacity of the soil and make the underlying aquifer more susceptible to contamination. (Brenner)

11) p. 8-33; Policy 8K-8: Expansion of MRL designations to parcels contiguous to, and held by more than 1% common beneficial ownership or beneficial interest with an existing mine is allowed, but before extraction of the additional area may commence the existing mine must be in complete compliance with all operating permits and regulations. (Weimer)

Policy 8L-2: Protect areas where existing residential uses predominate against intrusion by mineral extraction and processing operations, unless adequate buffering is provided by the mine operator. (Donovan)

12a) p. 8-34; Policy 8M-1: Allow mining in the agriculture zone that would enhance farming by leveling knolls and ridges when appropriate. In these areas, reclamation of mineral extraction sites shall occur in a timely fashion. The site should also be restored for uses allowed in an agricultural zone and blend with the adjacent landscape and contours. (Weimer) (alternative below)

13) p. 8-35; Policy 8M-4: Recognize the role of commercial surface mining as part of farm enhancement. (Weimer, Donovan)

14c) p. 8-36: Delete Riverine Areas language or restore introduction language to original (as follows):

The benefits of river bar scalping are local and it may have negative effects in areas surrounding the mining site. For example, if done improperly gravel removal can de-stabilize the river channel locally and increase, rather than decrease, flood damage downstream. After intensive bar scalping, floodwater that is normally stored on the floodplain of the mined reach can be concentrated and dumped on the reach immediately downstream. If gravel mining exceeds the rate of replenishment from upstream, the river bed may lower both upstream and downstream; this bed degradation can undermine bridge supports and other structures, cause adjacent banks to erode (or stabilize, depending on how much and where gravel is removed), lower groundwater tables adjacent to the river, and damage riparian vegetation.
Improper mining methods in fish spawning reaches can de-stabilize spawning gravel or clog it with silt, remove cover vegetation or trap smolts during out-migration. Over harvesting of gravel can erode the river bed and expose the underlying substrate, reducing or eliminating pool and riffle habitat for fish and other aquatic animals. Finally, petroleum spills from mining equipment can degrade local surface water quality if not responded to properly.

While river gravel is a resource that could extend the life of other Whatcom County gravel resources, river bars are not a reliable source from year to year. The amount of gravel that can be mined varies with seasonal and yearly rates of gravel deposition; high and low water levels and timing; and fish migration, spawning and out-migration timing.

Various costs raise the price of river bar gravel. For example, there are several streams (e.g. Boulder Creek, Porter Creek, Glacier Creek, etc.) which may offer significant quantities of sand and gravel, but which are not currently being mined due to prohibitive transportation costs. Other factors include the cost and limited availability of access easements to the river, the repeated handling that is necessary for extraction and processing of the material, and the cost of complying with regulations.

Finally, many state and federal regulations restrict scalping locations and practices. The cost and time delay of duplicate regulation, environmental restrictions, royalty charges and the regulatory process are deterrents to river bar mining. (Donovan) (14a & 14b alternative)

15) p. 8-41: Policy 8Q1: **Through a county-led, county-wide assessment** seek to identify and **designate protect** all potential commercially significant **mineral resource lands construction aggregate supply**, to meet future demand, compatible with water resources, agricultural lands, forest lands and other GMA goals. (Weimer)

16) p. 8-42; Policy 8R-6: **Avoid river bar scalping where it would adversely affect salmon spawning or critical habitat areas.** (Donovan) *(if riverine section is retained)*

17) p. 8-43; MRL Criteria:

17a) 1. Non-metallic deposits must contain at least \(1,000,000 \text{ to } 250,000\) cubic yards of proven and extractable sand, gravel or rock material per new MRL Designation. (Donovan) *(for discussion)*

17b) 2. Minimum MRL Designation size is **ten twenty** acres. (Brenner, Donovan)
12. Expansion of MRL Designations to parcels contiguous to, and held by more than 1% common beneficial ownership or beneficial interest with an existing mine, *shall require that the existing mine is substantially in compliance with all operating permits and regulations before expansion of the designation will be approved.* is allowed, but before extraction of the additional area may commence the existing mine must be in complete compliance with all operating permits and regulations. (Weimer)

15. **Prohibit MRL designations in areas designated Agriculture by the Whatcom County Comprehensive Plan that contain “Prime Farmland Soils” as listed in Table 5, Soil Survey of Whatcom County Area, Washington, U.S. Department of Agriculture Soil Conservation Service, A-Goldin (1983), determined by the Natural Resource Conservation Service.**
Proposed Council Changes to Comprehensive Plan

Chapter 11 – Environment

Page and line numbers reflect Planning Commission Recommended Draft dated 1/14/2016 (http://wa-whatcomcounty.civicplus.com/DocumentCenter/View/15160). To improve clarity of Councilmember requested changes, previous edits (i.e. staff and Planning Commission) are included, but not show as edits.

Previous changes made by the Council are underlined or struck-out, but not bold. New changes are in bold.

1) 74) p. 11-13; New Policy 11D-6: Convene a climate impact advisory committee by 2017. The advisory committee should consist of (but not be limited to) experts in energy efficiency and carbon emission reduction, representatives from Whatcom County, and interested community members. The committee will be tasked with:

- Evaluating Whatcom County’s compliance with meeting targets set forth in the 2007 Climate Plan;
- Establishing new targets that meet or exceed state and federal climate impact goals;
- Updating the Climate Plan, at minimum every five years, or as needed to meet targets;
- Recommending updates to the Whatcom County Comprehensive Plan in accordance with meeting Whatcom County’s emission reduction goals; and
- Ensuring that Whatcom County government facilities and operations are designed to meet or exceed goals and standards resolved in the current Climate Protection and Energy Conservation Action Plan.

- Recommend updates to Whatcom County land use policies and development regulations to support renewable energy development goals. (Mann)

2) p. 11-13; New Policy 11D-10: Create updates to Whatcom County land use policies and development regulations to support renewable energy development goals. (Brenner)

3) p. 11-23; Policy 11G-2: Actively participate in and support WRIA 1 Watershed Planning efforts associated with the coordination of to coordinate local, federal, tribal, and state agencies to achieve integration and/or consistency between the various levels of environmental regulations relating to the County. (Brenner)

4) p. 11-26; Policy 11H-4: Support the implementation of local and state Watershed Management Plan, the Lower Nooksack Strategy, the Lake Whatcom Management Program,
NPDES Phase II Permitting, and the WRIA 1 Watershed Management Plan Projects. (Brenner)

5) p. 11-30; **New Policy 11J-3:** Coordinate local water and land management efforts, plans, and data to ensure adequate oversight of water quality and quantity issues. (Brenner)

6) p. 11-30; **New Policy 11J-4:** Encourage commercial and agricultural water users to quantify water use to promote conservation. (Donovan)

7) p. 11-30; **New Policy 11J-5:** Utilize water use data to reward conservation and maintain availability of water for agriculture and instream flow. (Donovan)

8) p. 11-30; **New Policy 11J-6:** Implement a plan with the Department of Ecology by 2025 to measure and record commercial and agricultural water usage. (Donovan)

**Changes Approved April 5**

1) p. 11-4; lines 23-26: Over 2.5 million years ago, during the Ice Ages, glacial ice invaded the Puget Sound lowlands from the north at least four times, with the last major glacial event, the Fraser Glaciation, ending approximately 12,000 years ago. (Brenner)

2) p. 11-6; lines 5-12: General environmental goals and policies are intended to provide guidance for environmental management that will promote environmental protection and good stewardship practices through a balance of public education and involvement; incentives, acquisition and voluntary programs; land use planning and regulations; environmental monitoring; and intergovernmental cooperation. These goals and policies are also intended to provide guidance to County government as it assists its citizens in maintaining a balance between individual property rights, economic development, and environmental protection. (Brenner)

3) p. 11-6; lines 21-23: At the turn of the 20th century, the areas surrounding Lynden, Sumas, and Ferndale were logged, drained, and converted to agricultural land. (Brenner)

4) p. 11-8; Policy 11A-11: Designate high-value open space and natural areas for acquisition, conservation easements, open space, and other such programs to protect these natural areas upon request or consent of the property owner. (Brenner)

5) p. 11-8; lines 38-40: There are currently a multitude of regulations and administrative processes at the federal, state, and local level that, together, have become excessive and difficult to understand. (Brenner)
6) p. 11-11; lines 9-11: Climate change is a global phenomenon that has the potential for significant local impacts to natural resources, ecosystem functions, as well as human health, infrastructure, and the economy. (Brenner)

7) p. 11-11; lines 14-16: Based on a range of climate change model projections as well as peer-reviewed scientific publications, the CIG concludes that during the next 20-40 years the Pacific Northwest climate may change significantly. (Brenner)

8) p. 11-11; lines 39 – p. 11-12, line 2: Agricultural sector concerns include the cost of climate adaptation, development of more climate-resilient technologies and management and availability of adequate water supplies. Susceptibility to natural hazards is also expected to intensify due to climate change, including increased landslides, erosion and coastal and riverine flooding due to more winter rainfall and potential rising sea levels. (Brenner)

9) p. 11-12; Policy 11D-1: Whatcom County’s natural resource-based economic sectors, natural systems, water resources, infrastructure, emergency management, and public health all face potentially noteworthy climate change related risks in the future.... (Brenner)

10) p. 11-12; Policy 11D-3: Promote the efficient use, conservation, and protection of water resources. (Brenner)

11) p. 11-14; lines 37-39: Pyroclastic flows, ash flows, and especially volcanic mudflows (also known as lahars), are believed to be the greatest dangers to human life and development in Whatcom County. (Brenner)

12) p. 11-27; Policy 11I-3: Limit the alteration of natural drainage systems and natural water storage sites without mitigating measures. Such measures should not degrade water quality or fish and wildlife habitat, and should not increase hazards to the community. (Brenner)

13) p. 11-27; Policy 11I-8: Strongly incentivize the use of low impact development strategies. Minimize the amount of impervious surface whenever practicable by using natural engineering design methods, such as the use of open, grassed, street swales and rain gardens instead of curbs and gutters. Where feasible, encourage alternate surfacing options and other techniques associated with low impact development (see Glossary). (Brenner)

14) p. 11-32; Policy 11K-10: Encourage the location of public services such as schools, libraries, parks/open space, and post offices within Rural Communities that would likely reduce the vehicle miles traveled within the watershed. (Brenner)

15) p. 11-34; lines 46 – p. 11-35, line 3: Loss of native vegetation through conversion to ornamental vegetation and non-native species often results in loss of wildlife habitat,
increased competition to native wildlife from introduced species, such as starlings, and increased maintenance needs. (Brenner)

16) p. 11-42; lines 10-12: Loss of wetlands has been due to many factors, including urbanization, and to a large degree to agricultural development and associated drainage projects. (Brenner)

17) p. 11-43; Policy 11N-6: Recognize beneficial wetland uses, functions, and values. Support protection of fish and wildlife habitat, water quality, plant diversity, flood attenuation, and low-flow contribution, and water storage through planning, acquisition, incentive programs, and mitigation. (Brenner)

18) p. 11-10; lines 6-15: Prior to the 1970s, growth in Whatcom County was relatively slow and received little management. As a result, private property owners were left to their own resources as they determined how best to use their land. However, as increasing numbers of people have moved to this area and settled, a greater demand has been placed on Whatcom County's natural resources.

The problems that arise from this situation have caused many to realize that what one person does with his/her property may have an impact on the larger environmental system that sustains us as a community and on the rights of other property owners. (Brenner)

19) p. 11-10; lines 17-19: Land use decisions can no longer be considered exclusively private matters. We are aware that public actions impact every private citizen in Whatcom County and that private actions may have public consequences as well. (Brenner)

20) p. 11-10; Policy 11C-2: When adopting new environmental protection programs, consider multiple economic parameters including development objectives and impacts and the economic benefits of the natural environment as both a resource and an amenity. (Brenner)

21) p. 11-11; lines 25-32:

- More precipitation falls as rain rather than snowfall in the Cascades due to an increased snow-line elevation;
- Decreased (winter) mountain snowpack and earlier (spring) snowmelt;
- Higher winter streamflow in rivers that depend on snowmelt;
- Higher winter streamflow in rain-fed river basins if winter precipitation increases in the future as projected;
- Earlier peak (spring) streamflow in rivers that depend on snowmelt;
- Lower summer streamflow in rivers and streams; and
- Decreased water in summer for irrigation, fish, human consumption and recreational use (more drought-like conditions). (Brenner)
22) p. 11-13; Policy 11D-5: Establish land use patterns that minimize transportation-related greenhouse gas emissions and encourage the preservation of natural resource lands and the protection of water resources. (Brenner)

23) p. 11-13; lines 34-35: Various slope failure processes contribute to the mosaic of landslide hazards present in the C county and the potential exists for a multitude of impacts ranging from periodic small- to large-scale rockfalls and slides, massive debris slides and avalanches, destructive debris flows, and deep-seated earthflows, slumps, and slides. These landslide processes act on both the large- and small-scale, and though much less catastrophic in nature, smaller landslides occur more frequently and pose a continually hazard to County residents and infrastructure. Certain types of geologic conditions and formations are common culprits in the occurrence of commonly cause landslides, namely the Chuckanut Formation and the Darrington Phyllite, ... (Brenner)

24) p. 11-14; lines 43-45: The same lahar is now known to have been over 300 feet deep in the upper reaches of the Middle Fork and extended as far west as Nugent’s Corner. (Brenner)

25) p. 11-15; lines 8-10: Mapping over the past decade of other Cascade volcanoes has demonstrated massive mudflows extending from the volcanoes to Puget Sound, and from Mount Rainier and Glacier Peak. (Brenner)

26) p. 11-15; lines 30-32: Recent research has shown that these crustal faults are capable of generating a magnitude 7 earthquake with an average recurrence interval of 30 to 50 years. (Brenner)

28) p. 11-17; lines 30-31: The 1990 Nooksack River floods caused over $20 million dollars of damage to roads, bridges, buildings, and farmland. (Brenner)

29) p. 11-19; Policy 11F-9: To address the causes of flooding and avoid expensive and maintenance-intensive bank protection measures, the C county should prioritize its floodplain property acquisition program. (Brenner)

30) p. 11-21; lines 5-8: Water resources of Whatcom County provide: natural beauty; recreation; habitat for fish and wildlife; water for drinking, agriculture, and industry; and other benefits essential to the quality of life and economic health of the community. (Brenner)

31) p. 11-21; lines 15-21: Whatcom County has 16 major freshwater lakes, 3,012 miles of rivers and streams, over 37,000 acres of wetlands, 134 miles of marine shoreline, and aquifers containing an undetermined amount of groundwater. These water resources serve multiple uses, including providing a source of drinking water for
the people of Whatcom County. Surface water sources such as Lake Whatcom, the Nooksack River, and Lake Samish provide water to more than half the county residents, with the remainder relying on groundwater, either from individual wells or from about 300 public water systems. (Brenner)

32) p. 11-21; lines 32-35: Aquifers are often integrally linked with surface water systems and are essential for meeting in-stream and out-of-stream water needs such as for drinking water, agriculture, other industry, and other uses. (Brenner)

33) p. 11-22; lines 3-6: The intent of the following goals and policies is to provide guidance to Whatcom County government as it assists its citizens in effectively managing our water resources in a manner that ensures that the benefits of those resources are maintained far into the future. (Brenner)

34) p. 11-22; lines 18-22:

- WRIA 1 Watershed Management Project;
- Lake Whatcom Watershed Management;
- Groundwater Protection & Management;
- Flood Hazard Management; and
- Stormwater Management;

(Brenner)

35) p. 11-24; Policy 11G-6: Actively promote and participate in education, research, and information opportunities that better improve our understanding of the county's complex water resource systems. New information should be considered in the development and evaluation of management actions. (Brenner)

36) p. 11-25; Policy 11H-3: In conjunction with the public and appropriate local, state, Tribal, and federal jurisdictions, define, and identify and develop management strategies for watershed basins and subbasins that may require special protection. These areas may include aquifers, critical aquifer recharge areas as defined under the Growth Management Act, Groundwater Management Areas, wellhead protection areas, and high priority watersheds such as those specified under WAC 400 (Local Planning and Management of Non-point Source Pollution), WRIA Watershed Management Planning, and under legislative policy direction (e.g. Nooksack Basin, Lake Whatcom, Lake Samish, and Drayton Harbor). (Brenner)

37) p. 11-26; Policy 11H-5: Pursue the adoption and implementation of ground and/or surface water management plans and their integration into local comprehensive plans. Designate the Lake Whatcom and Lake Samish Watersheds as high priorities in this effort. (Brenner)
38) p. 11-27; Policy 11-I-4: Support the use by resource industries, such as agriculture, forestry, and mineral resource extraction of management practices that minimize erosion and sedimentation, and significantly reduce pollutants. (Brenner)

39) p. 11-31; Policy 11-K-4: Work cooperatively with the City and Lake Whatcom Water and Sewer District, and applicable associations to identify, review, and, as appropriate, recommend changes to existing monitoring programs that will address the needs of the various jurisdictions. Place a particular focus on the information needed to evaluate the impacts of additional development and stormwater management measures in the watershed. Include an analysis of the diversion from the Middle Fork of the Nooksack. Coordinate efforts with the Lake Whatcom Management Committee process. (Brenner)

40) p. 11-31; Policy 11-K-7: Work cooperatively with the City and the Lake Whatcom Water and Sewer District to develop benchmarks to determine: the effectiveness of management options; when goals have been achieved; or when additional actions are necessary. (Brenner)

41) p. 11-33; Policy 11-K-18: Work with all parties to maintain, and appropriately plan for infrastructure, public services, and stormwater retention so that Sudden Valley can develop to its appropriate potential. (Brenner)

42) p. 11-33; lines 37-40: Natural Systems goals and policies are intended to provide guidance to county government as it assists citizens to effectively manage and enhance these natural systems, and ensures that the benefits of these systems are maintained far into the future. (Brenner)

43) p. 11-34; lines 6-14:
- wetlands, lakes, and streams;
- nearshore, intertidal, estuarine habitats, and marine habitats including, but not limited to, kelp and eelgrass beds;
- riparian areas and other travel corridors;
- snags and downed logs;
- forested habitats in a variety of successional stages;
- caves, cliffs, and talus slopes;
- grasslands and cultivated fields; and
- thickets and fence rows. (Brenner)

44) p. 11-34; lines 36-37: Stream beds with abundant logs, step waterfalls, pools, and cutbanks, and vegetated marine and estuarine communities. (Brenner)

45) p. 11-35; lines 28-36: These habitats play a vital role in the health of the local environment as well as of the broader Puget Sound region. They provide spawning, rearing, and feeding grounds for a wide variety of marine life as well as refuge for juvenile and adult fish, birds, and shellfish. The vegetation on back-shore marshes and
within estuaries buffers adjacent upland areas by absorbing wave energy and slowing erosion.

Symptoms of ecosystem stress include; declining stocks of salmon, bottomfish, and forage fish... (Brenner)

46) p. 11-36; lines 7-9: The warm, nutrient-rich tide flats in and around Lummi, Portage, and Birch Bays, and Drayton Harbor, and Eliza and Lummi Islands represent unique water resources in this regard. (Brenner)

47) p. 11-36; lines 7-9: Shellfish Recovery Plans

Shellfish Recovery Plans have been created for each of three districts. The plans outline the primary sources of bacteria and actions to improve water quality:

• Drayton Harbor Shellfish Recovery Plan (2007);
• Portage Bay Shellfish Recovery Plan (2014), Portage Bay Initial Closure Response Strategy (1998); and
• Birch Bay Initial Closure Response Strategy (2009);

Pertinent Documents

• Whatcom Marine Resources Committee 2011-2015 Strategic Plan (2010)

This document outlines the MRC’s mission, vision, and values, their goals, and objectives, and strategies for achieving them.

(adjust formatting as appropriate)

(Brenner)

48) p. 11-37; lines 20-26: The Whatcom County Shoreline Management Program jurisdiction includes:

• More than 130 miles of marine shoreline;
• More than 60 miles of lake shoreline;
• More than 220 miles of stream channels; and
• All wetlands and floodways associated with the above shorelines, together with all upland areas within 200-feet of the Ordinary High Water Mark (OHWM).

(Brenner)

49) p. 11-37; lines 28-29: Whatcom County and the Washington State Department of Ecology (DOE) share joint authority and responsibility for the Whatcom County SMP.

(Brenner)

50) p. 11-37; lines 37-38: Growth and urbanization of the land base have and may continue to impose a risk to the degradation and reduction of natural systems. (Brenner)

51) p. 11-38; Policy 11L-3: Develop and adopt programs that provide incentives for the protection of environmentally fragile areas or critical wildlife habitats and corridors. (Brenner)
52) p. 11-38; Policy 11L-12: Ensure that design and development of residential and industrial development minimizes disturbance to rivers, streams, and functioning riparian areas. (Brenner)

53) p. 11-41; Policy 11M-14: Actively participate in and support WRIA 1 Salmon Recovery efforts to return self-sustaining salmonid runs to harvestable levels through the restoration of healthy rivers, marine shorelines, and natural processes, careful use of hatcheries, and responsible harvest. (Brenner)

54) p. 11-41; Policy 11M-11: Formulate and implement a comprehensive, landscape-based, environmental management program to protect fish and wildlife. The program should include the following:
   1. Formulate an administrative approach to the review of development and planning proposals that consider natural system policies;
   2. Investigate and develop programs for acquisition and restoration of important fish and wildlife habitat areas;
   3. Develop and enter into cooperative agreements with State and Federal agencies and neighboring jurisdictions for the purpose of identifying and protecting natural systems;
   4. Identify and map important habitat corridors throughout the county; and
   5. Support the development of educational materials which lists, describes, and characterizes the appropriate use of native vegetation to enhance natural systems in Whatcom County. (Brenner)

55) p. 11-43; Policy 11N-5: Property rights and public services are an essential component of our political and economic system. Where such rights and public services are significantly compromised by the goal of wetland preservation, adverse wetland impacts may be permitted through standardized mitigation. This may include avoidance, impact minimization, restoration, enhancement, creation, or off-site compensation for loss of wetland functions in accordance with mitigation sequencing. (Brenner)

56) p. 11-43; Policy 11N-7: Development proposals applications should be assessed on a case-by-case basis so that marginal wetlands are not preserved at the expense of upland areas with higher habitat value. (Brenner)

57) p. 11-44; Policy 11O-1: Support the Whatcom County Marine Resources Committee in their pursuit of the Northwest Straits Commission benchmarks as follows:
   - Broad county participation in MRC’s;
   - A net gain in high-value habitat and ecosystem functions;
   - A net reduction in shellfish bed closures;
   - Measurable increases in factors supporting bottomfish recovery;
   - Population increases in other key indicator species;
   - Coordination of scientific data;
   - Successful public education and outreach efforts; and
   - The establishment of a regional system of Marine Protected Areas (MPA’s).
(Brenner)

58) p. 11-45; Goal 11P: Protect and enhance shellfish habitat in commercial and recreational areas in order to ensure a productive resource base for long-term use. (Brenner)

59) p. 11-46; Policy 11P-10: Continue to partner with jurisdictions in British Columbia to minimize impacts on water quality, including what effects shellfish habitat. (Brenner)

60) p. 11-47; lines 31-33: Whatcom County will take steps to halt the practice of treating its streams and rivers as a storm sewer and the marine system as a water treatment facility. (Brenner)

61) p. 11-2; lines 13-20: This chapter is composed of an introduction and four sections organized by topic heading. The first section, entitled "General Environmental Management," addresses general environmental goals and policies. The remaining three sections deal with Natural Hazards, Water Resources, and Natural Systems. Together, the sections of this chapter provide the direction necessary to ensure/promote long-term sustainability of the environment in Whatcom County. (Brenner)

62) p. 11-7; line 13-14 Much of the environmental degradation and destruction to property occurs as a result of a lack of information/understanding rather than willful action. (Brenner)

63) p. 11-7; Policy 11A-4: Manage designated Critical Areas (ECAs) as needed, to minimize or protect against environmental degradation and reduce the potential for losses to property and human life. (Donovan, Weimer)

64) p. 11-8; Policy 11A-7: Support efforts using best available science to educate and inform the public as to the benefits of a healthy and viable environment, ecologically fragile areas, and their economic and social value. (Weimer)

65) p. 11-8; Policy 11A-8: Lead and/or coordinate efforts with property owners, citizen groups, and governmental and non-governmental agencies in furthering Whatcom County’s environmental goals and policies. (Weimer)
66) p. 11-8; Policy 11A-12: Broadly inform the citizens of the people of Whatcom County residents of the locations of potential development constraints associated with natural conditions. Information should include known natural hazards, and an assessment of the potential danger to both the property owner and the public. (Brenner)

67) p. 11-8; lines 38 - p.11-9, line 2: There are currently a multitude of regulations and administrative processes at the federal, state and local level that together have become excessive and difficult to understand. Conflicting regulations and complicated administrative processes can create undue hardship on community members and result in reduced levels of environmental protection. Regulatory inspection and enforcement of environmental regulations are currently inconsistent and lack effectiveness. The combination of complex regulations and inadequate enforcement have led to a lack of administrative predictability, widespread violations, and ultimately to environmental deterioration. Thoughtful and efficient regulations play an important part in protecting the environment. (Brenner, Weimer)

68) p. 11-9; Policy 11B-7: Keep Ensure regulations are as simple as possible and maintain effective inspection, compliance, and enforcement measures. (Brenner)

69) p. 11-10; Policy 11C-3: Emphasize an approach to environmental protection by encouraging the use of conservation easements, open space taxation, land acquisition, purchase/voluntary, workable transfer of development rights, and other mechanisms that assist affected property owners. Avoid extreme standards and procedures that are likely to require compensation to property owners or invalidation of such rules. (Brenner)

70) p. 11-10 lines 17-23: Land use decisions can no longer be considered exclusively private matters. We are aware public actions impact every private citizen in Whatcom County and private actions avoid standards and procedures that are likely to require compensation to property owners or invalidation of such rules may have public consequences as well. To that end, the law must protect the public good from detrimental private actions. Nevertheless, the right of the individual to use his or her property, within the bounds permitted by law, is a value supported by law and the community and must be recognized when making land use decisions in Whatcom County.

71) p. 11-11; lines 18-21: The CIG confirms that global climate models project mid-21st century temperatures in the Pacific Northwest that are will be higher than the natural range of temperature observed in the 20th century. (Brenner)
72) p. 11-11; lines 29-30:
• Higher winter streamflow in rain-fed river basins resulting in scouring floods that negatively affect salmon populations if winter precipitation and rain-on-snow events increases in the future as projected (Donovan)

73) p. 11-12; Policy 11D-1: Whatcom County’s natural resource-based economic sectors, natural systems, water resources, infrastructure, emergency management and public health all face potentially noteworthy climate change related risks in the future.... (Donovan)

74) p. 11-13; New Policy 11D-6: Convene a climate impact advisory committee by 2017. The advisory committee should consist of (but not be limited to) experts in energy efficiency and carbon emission reduction, representatives from Whatcom County, and interested community members. The committee will be tasked with:
• Evaluating Whatcom County’s compliance with meeting targets set forth in the 2007 Climate Plan;
• Establishing new targets that meet or exceed state and federal climate impact goals;
• Updating the Climate Plan, at minimum every five years, or as needed to meet targets;
• Recommending updates to the Whatcom County Comprehensive Plan in accordance with meeting Whatcom County’s emission reduction goals; and
• Ensuring that Whatcom County government facilities and operations are designed to meet or exceed goals and standards resolved in the current Climate Protection and Energy Conservation Action Plan. (Weimer)

75) p. 11-13; New Policy 11D-7: Encourage sustainability by developing strategies and practices to increase the use of renewable, net-neutral carbon energy in Whatcom County facilities and County vehicles, with a goal of net zero man-made carbon emission by 2050. (Donovan)

76) p. 11-13; New Policy 11D-8: Encourage sustainability by developing strategies and practices to reduce landfill waste from Whatcom County government facilities to near zero. (Donovan)
77) p. 11-16; lines 11-12: Landslides – Siting human development on or adjacent to known landslide hazard areas can create health and safety risks for humans and their property. (Brenner)

78) p. 11-17; lines 1-6: Volcanos – A volcanic eruption or mudflow at Mount Baker could potentially severely affect river flow on the Nooksack River or Baker River and cause severe property damage near the volcanoes or along lahar routes. A lahar is an extremely rare and unpredictable occurrence. Evacuation routes should be planned and made public. Development should be regulated according to the Critical Areas Ordinance. (Donovan)

79) p. 11-18; Policy 11F-3: Broadly inform the people of Whatcom county residents of the locations of known natural hazards, and the potential for adverse impacts of such natural hazards to the health, safety, and welfare of people and their properties. (Brenner)

80) p. 11-18; Policy 11F-5: Allow permitted uses that do not require human habitation so long as probable adverse off-site impacts to other properties or natural systems (those impacts resulting from the interaction of the natural hazard and the proposed development uses) are minimized or mitigated. Probable adverse impacts should be prevented or avoided in habitats of state or federally listed sensitive plant and animal species. (Brenner)

Approved April 19

1) p. 11-12; lines 4-: In 2007, Whatcom County completed a Climate Protection and Energy Conservation Action Plan that laid out specific actions and targets for reducing greenhouse gas emissions and increasing energy conservation efforts in response to potential climate change.

In addition many insurance industry experts are now factoring in the costs of climate change into insurance premiums as the increase in the frequency and severity of extreme weather events around the world results in a corresponding increase in claims costs.

Local government, residents and business must anticipate that as the climate changes, more frequent and severe damage to private and public infrastructure will occur. Maintenance costs and insurance premiums can be expected to increase accordingly. (Browne)

2) p. 11-13; New Policy 11D-9: Identify responsible parties and agencies and encourage them to identify and properly seal and/or burn methane that is escaping into the atmosphere from wells. (Browne)
3) p. 11-17; line 22, insert new paragraphs:

**Gas wells** - Several exploratory **oil & gas wells** have been drilled around the county over the last 70+ years. Some of these present potential environmental hazards due to ongoing leakage of gas.

**Old Landfills** - There are known abandoned landfills in the County and possibly some that are unknown. There are several sites around the County that contain large numbers of abandoned vehicles and other debris. As with most landfills these locations pose some degree of risk of hazardous substances leaking into local aquifers. (Browne)

4) p. 11-17; Goal 11F: Minimize potential loss of life, damage to property, the expenditure of public funds, and degradation of natural systems resulting from development in hazardous areas such as floodplains, landslide-prone areas, seismic hazards areas, volcanic impact areas, abandoned mine and exploratory gas well locations, potentially dangerous alluvial fans, and other known natural hazards by advocating the use of land acquisition, open space taxation, conservation easements, growth planning, regulations, and other options to discourage or minimize development, or prohibit inappropriate development in such areas. (Browne)

5) p. 11-19; Policy 11F-12: Consider conducting a public process with affected citizens, technical experts, and decision-makers to establish recommended levels of public risk for each of the identified natural hazards. In developing recommended levels of public risk for natural hazards, consider the appropriate variables affecting developments in hazardous areas. These variables may include:

- Specific types of risk associated with the particular hazard area;
- The gradation of hazards associated with a particular geo-hazard;
- Level of detail necessary to map hazard areas;
- Different levels of risk associated with different ownership classes (e.g. public ownership versus private ownership);
- Different levels of risk associated with different types of land uses; and
- Mitigation measures related to specific adverse impacts of development in hazard areas.

Once a set of risk levels have been identified, propose these risk levels for adoption by the County Council as the levels to which future development must be designed. (Brenner)

7) p. 11-26; Policy 11H-4: **Support** the implementation of local and state Watershed Management Plans, the Lower Nooksack Strategy, the Lake Whatcom Management Program, NPDES Phase II Permitting, and the WRIA Watershed Management Projects. (Brenner)

8) p. 11-26; **New Policy 11H-6:** Oppose the use of hydraulic fracturing in oil and gas wells (also known as “fracking”) to avoid the potential degradation of water quality in aquifers and other ground water. (Mann)
9) p. 11-28; Policy 11I-11: Place a high priority on integrating impervious surface reduction incentives into policies, regulations, and standards for the Lake Whatcom and Lake Samish watersheds. (Weimer)

10) p. 11-28; Policy 11I-12: Develop and implement comprehensive stormwater management programs and strategies designed to address runoff from all private and public developments and facilities within regulated and sensitive watersheds.

... 
3. Amend subdivision, zoning, and other land use regulations and design standards to encourage that land use activities minimize the amount of impervious surface.
4. Identify and implement a long-term funding source to provide for water resource protection services, including non-point source identification and enforcement of applicable county regulations.
5. Focus on the Lake Whatcom watershed as a high priority in developing a stormwater management program. Develop a stormwater management plan that achieves a uniform level of protection throughout the Lake Whatcom watershed. Ensure coordination and communication with the public and affected jurisdictions, such as the Lake Whatcom Water and Sewer District, the Sudden Valley Community Association, and the City of Bellingham.
6. Ensure that existing stormwater standards are adequately enforced within Stormwater Special Districts, Watershed Protection Districts, and the NPDES areas. (Brenner)

11) p. 11-30; Goal 11-J: Support water conservation, reclamation, reuse measures, and education as a means to ensuring sufficient water supplies in the future. (Brenner)

12) p. 11-30; New Policy 11J-3: Develop and implement plans to comply with the Department of Ecology’s instream flow and water management rules and water resources management programs. (Donovan)

13) p. 11-33; Restore Policy 2K-16 with edits: Work with the community association towards voluntary achievement of the density reduction additional lots within Sudden Valley. (Brenner)

Approved May 3
1) p. 11-18; Delete Policy 11F-5: Allow permitted uses that do not require human habitation in hazard areas that are deemed to be of low or acceptable risk, so long as probable adverse off-site impacts to other properties or natural systems (those impacts resulting from the interaction of the natural hazard and the proposed...
development) are minimized or mitigated. Probable adverse impacts should be prevented or avoided in habitats of state or federally listed sensitive plant and animal species. (Brenner)

3) p. 11-36; lines 26-31: Shellfish Protection District Advisory Committees

Whatcom County has three Shellfish Protection District Advisory Committees, one for each of the Shellfish Protection Districts: Birch Bay, Drayton Harbor, and Portage Bay. Each advises the County Council on proposed actions and operations relating to the restoration of water quality in their respective watersheds. (Weimer)

4) p. 11-38; lines 9-11: Many stream systems in Whatcom County have been altered by agriculture, forestry, development, and flood control practices, contributing to low stream flows, fisheries loss, water pollution, sedimentation, and other problems. These impacts can directly affect the fisheries resources by depositing silt and debris into spawning beds, by removing trees that shade and cool the water, bank armoring, stabilizing banks, interfering with the recruitment and establishment of large woody debris (LWD), by obstructing fish passage with culverts and roads, by altering natural channels through filling, bank hardening, and channelizing. (Brenner)

5) p. 11-38; Policy 11L-7: Promote voluntary fish and wildlife habitat enhancement projects through educational and incentive programs. These projects, which can be done by individuals, organizations, and businesses, should will buffer and expand fish and wildlife habitat. (Brenner)

6) p. 11-38; Policy 11L-13: Evaluate the full value of the fishery—including its cultural and economic value—in land use decisions that may impact that fishery. Unavoidable impacts to an individual habitat or fishery should shall be mitigated. (Brenner)

7) p. 11-40; Policy 11M-3: When possible, establish non-regulatory mechanisms and incentives for development that accommodates the habitat needs of fish and wildlife and encourages good stewardship practices. (Brenner)

8) p. 11-40; Policy 11M-5: Native vegetation and soils on stream banks and shorelines should be disturbed as little as possible. In situations where re-vegetation is necessary to restore stream bank or shoreline stability and provide shading, site-specific native plants should be used. Retention of vegetated riparian areas on all lake and marine shorelines should shall also be encouraged. (Brenner)
9) p. 11-41; Policy 11M-13: Diligently work to prevent and reduce the spread of invasive species. (Brenner)

10) p. 11-42; Policy 11N-3: Biological functions of wetlands are complex and interwoven. Evaluate the full range of potential and immediate economic impacts in land use decisions relating to wetlands, including fisheries, wildlife, recreation, farmlands, sustainable resources, air and water quality, flood hazard management, real estate, cultural attributes, and other entities uses. (Brenner)

11) p. 11-45; Policy 11P-3: Protect shellfish resources by means of pollution prevention and enforcement when necessary. This should include surface and groundwater monitoring for early detection of pollution that will to minimize the damage and cost of resource restoration. (Brenner)

12) p. 11-45; Policy 11P-6: Identify and encourage the use of stormwater treatment systems and Best Management Practices that will help to reduce fecal coliform bacteria levels in stormwater discharging directly into shellfish habitat areas. (Brenner)

13) p. 11-46; Policy 11P-12: Continue to develop programs that help identify potential pollution sources and ensure timely and science-based approaches are used in response to problems as they arise. (Brenner)

14) p. 11-46; Policy 11P-15: Create a tracking mechanism to document progress made toward improving downgraded shellfish areas. This information will be useful not only in helping to support an upgrade when water quality shows improvement, but also in helping to prevent degradation in currently approved shellfish areas. (Brenner)

15) p. 11-47; Policy 11P-17: Consider establishing the Drayton Harbor Watershed as a sending area when considering a voluntary, workable transfer of development rights (TDR) program. (Brenner)

1) p. 11-20; New Policy 11F-16: Identify known locations of abandoned wells that could produce methane and/or other hazardous substances and where immediate danger of methane and hazardous substance leaking exists, condition development approvals on affected parcels to mitigate those impacts. (Browne)

2) p. 11-33; Policy 11K-16: If the county acquires lots through tax foreclosure, consider selling them as non-buildable lots. If vacant lots in the Lake Whatcom watershed come available due to a tax foreclosure the County may acquire them, remove the developments rights and then place them back on the market through the public auction process to recover any residual value. (Browne)
Proposed Council Changes to Comprehensive Plan

Appendix G – Water Resources and Salmon Recovery Programs

Page and line numbers reflect Planning Commission Recommended Draft dated 1/14/16 (http://wa-whatcomcounty.civicplus.com/DocumentCenter/View/15163). To improve clarity of Councilmember requested changes, previous edits (i.e. staff and Planning Commission) are included, but not show as edits.

1) p. G-3; lines 24-33: 2005 WRIA 1 Watershed Management Plan – Phase One

The 2005 WRIA 1 Watershed Management Plan was completed approved in 2005 through the cooperation of local stakeholders and governments by the Joint Administrative Board, Planning Unit (by consensus), and the County Council. Pursuant to subsequent state requirements, a WRIA1 Watershed Detailed Implementation Plan was approved by the Joint Administrative Board, Planning Unit, and County Council in 2007. It provides a roadmap for addressing water quantity, water quality, instream flow, and fish habitat challenges. The goals of the WRIA 1 Watershed Management Project are to have water of sufficient quantity and quality to meet the needs of current and future human generations, including the restoration of salmon, steelhead, and trout populations to healthy harvestable levels, and the improvement of habitats on which fish and shellfish rely. These goals are addressed more specifically below: (Brenner)

2) Return all of Appendix G to Chapter 11 (Brenner)
**PUBLIC HEARING ON COUNTY COUNCIL PRELIMINARY DRAFT OF COMPREHENSIVE PLAN CHAPTER 9, RECREATION**

**ATTACHMENT:**

Preliminary draft, Comprehensive Plan Chapter 9, Recreation

Related paperwork can be found at: [www.co.whatcom.wa.us/2346/Comprehensive-Plan-Update-Process](http://www.co.whatcom.wa.us/2346/Comprehensive-Plan-Update-Process)

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The Whatcom County Council will hold a public hearing on May 31, 2016 regarding the periodic update of the Whatcom County Comprehensive Plan, Chapter 9, Recreation (AB2016-0471). This hearing will give the public an opportunity to provide comments to the County Council relating specifically to Chapter 9.

The Council is conducting the Whatcom County Comprehensive Plan and urban growth area (UGA) review as required by the Growth Management Act under RCW 36.70A.130. It is anticipated that the County Council will adopt an ordinance amending the Whatcom County Comprehensive Plan and UGAs by the end of July 2016.

**COMMITTEE ACTION:**

4/5/2016: Briefed and discussed
5/3/2016: Comments received
5/17/2016: Discussed and provided preliminary direction
5/17/2016: Comments recvd., discussed and gave direction

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

AB2016-047

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
Chapter Nine
Recreation

Introduction

Recreational opportunities in Whatcom County are abundant. The County’s geography and its natural features contribute greatly to opportunities for recreation. Bounded by sea and forested mountains, with wide open vistas, and vibrant flowing rivers, streams, and tranquil lakes, Whatcom County is a perfect spot for residents and visitors alike who seek a wide variety of outdoor recreational experiences as well as entrepreneurs looking for a great place to locate a business, attract employees, and grow recreation based and other types of businesses.

Recreation is a vital component to the rich quality of life enjoyed by many Whatcom County residents and visitors. Whether formal or informal, public or private, indoor or outdoor, Whatcom County has become a regional destination for many recreational enthusiasts, and has attracted many new residents who now call Whatcom County “home”. This chapter explores many of the key issues involved in maintaining the high quality of Whatcom County’s existing recreational services and facilities, and also outlines strategies in the form of goals and policies that support the provision of expanded recreational services and facilities.

Reason for Change: Adding new Introduction, and moving Purpose section below

Introduction

Purpose

This The primary focus of this chapter provides is on goals and policies that support for-park and recreation facilities designed to serve Whatcom County as a whole. It does not focus extensively on open space resource areas which are addressed under land use. Nor does it address neighborhood parks which are also discussed under land use in the urban growth area section. This chapter also adopts by reference the entire Whatcom County’s first Comprehensive Parks and Recreation Open Space Plan (CPROS Plan) was adopted in 1989 as part of Whatcom County’s pre-growth management comprehensive land use plan. The CPROS Plan is regularly updated by the County Parks and Recreation Department in accordance with Washington State Recreation and Conservation Office requirements to retain eligibility for certain funding programs. This chapter relies on the CPROS Plan which includes background—historical information on Whatcom County’s communities; on Parks and Recreation public participation processes; it outlines; standards for park and trail development, recreation, and senior services, programs and an action plan contains policies that support implementation of for providing park and recreation facilities facility goals. The goals and policies in this plan chapter repeat echo most—many of the goals and policies found in the Comprehensive Park and Recreation Open Space Plan. In addition, this chapter—also
adopts, by reference, the entire Whatcom County Pedestrian & Bicycle Plan and the 1991 Natural Heritage Plan also support and inform many of the goals and policies of this chapter.

Reason for Change: Updates references, and chapter relationship to other plans

Background Summary

Recreation has always played an important role in the quality of life for Whatcom County residents. Choices to play/recreate abound with three national wilderness areas, a national forest, one national park, two national recreation areas, three state parks and multitude of county and local parks and trails all located within the County.

Recreation provides health and social benefits while contributing to the economics of the community supporting tourism, hospitality businesses, equipment manufacturers, and retailers, and area outfitters. Recreational opportunities and abundance of parks and trails is often used as a recruitment tool by area businesses and institutions.

Access to recreation areas provides significant economic benefits through tourism, and retail sales, and business retention and recruitment. In Whatcom County, recreation expenditures annually amount to $705 million in spending. This spending supports over 6,500 jobs in a variety of industries. The recreation industry itself supports 279 businesses employing 3,728 persons with $508 million in revenues. County residents spend an average of 78.1 days a year recreating compared to the state average of 59 days annually (Source: 2015: Economic Contribution of Outdoor Recreation to Whatcom County, Earth Economics).

The continued availability of diverse and numerous recreational opportunities will play a key role in ensuring a high quality of life for future generations in Whatcom County.

Reason for Change: New Background Summary text to replace existing, and changes its location within chapter

Process

In August 1989, Whatcom County adopted its first Comprehensive Parks and Recreation Open Space Plan, and subsequently this plan was adopted as an official part of the Optional Recreation element of the county's comprehensive plan. Subsequently, in July 1991, the Whatcom County Council adopted “Preserving a Way of Life: A Natural Heritage Plan for Whatcom County.” In 1991, the Whatcom County Council approved a resolution that endorsed “Preserving a Way of Life: A Natural Heritage Plan for Whatcom County.” This plan

Whatcom County Comprehensive Plan

9-2
has some overlap with the Comprehensive Park and Recreation Open Space Plan but—The Natural Heritage Plan focuses primarily on a vision that supports preservation and conservation of on-preserving and protecting natural areas in the county without necessarily assuming they the need to be in for public ownership. The Natural Heritage Plan was adopted by resolution with reference to specific goals; several goals were modified and others deferred to future consideration. In preparation for this plan, the Parks Commission recommended some updated policies from the 1989 Comprehensive Park and Recreation Open Space (CPROS) Plan. These have been incorporated here and in the parks plan. This plan chapter specifically adopts references the updated Comprehensive Park and Recreation Open Space (CPROS) Plan, while utilizing the Natural Heritage Plan and the Whatcom County Pedestrian and Bicycle Plan, all as a background documents.

Reason for Change: Modified sentence structure and corrections to spelling based on comments made by the Planning Commission on 8/13/2015. Also, based on recommendations from the Whatcom County Parks and Recreation Commission, reference to “Preserving a Way of Life: A Natural Heritage Plan for Whatcom County” is proposed to be maintained as a background document; and instead of adopting or incorporating by reference the Whatcom County Comprehensive Parks, Recreation and Open Space Plan (CPROS Plan) and the Whatcom County Pedestrian & Bicycle Plan, these plans are proposed to be specifically listed as background and visioning documents that support: parks, recreation, and open space goals, and preservation and conservation of natural areas.

Existing Parks and Recreation facilities and services are responsive to an increasing resident population, and must also serve an increasing visitor population as Whatcom County increasingly becomes more and more a regional and world class recreation destination.

In regards to existing Whatcom County Park system capacity, draft 2014 CPROS Plan, states that: “In 2012, the Whatcom County Park system had over 732,000 visitations to parks and trails, and 186,000 visitations in senior services. In general, most park areas and facilities are currently meeting visitor needs. Many parks have additional capacity or with improvements can accommodate greater visitor numbers without compromising the visitor’s experience or the parks resources.”

A joint planning effort between Whatcom County Parks and Recreation Department and Whatcom County Planning & Development Services Department ensures that Parks & Recreation capital facilities improvement projects that are identified in the CPROS Plan, are consistent with Whatcom County Comprehensive Plan Parks Recreation Level of Service (LOS) standards (adopted in WCCP Chapter 4), along with a six year financing plan for improvement projects, including senior centers, addressed as part of the WCCP Capital Facilities Element.
Whatcom County Parks and Recreation Department plays an essential role in providing recreation, senior services, and facilities to county residents and visitors, and in the long range planning that is needed to accommodate future parks, senior centers, recreation, and open space needs in the county during the next 20 years of growth that this chapter of the WCCP seeks to guide and support. The CPROS Plan is a separate document from the Whatcom County Comprehensive Plan (WCCP), and is established for distinct but overlapping purposes. The CPROS Plan should be read alongside this chapter of the WCCP, as it informs many of the Issues, Goals, and Policies that are outlined in the following pages of this chapter.

Reason for Change: New language added to clarify relationship between CPROS Plan and WCCP

GMA Goals, and County-Wide Planning Policies, and Visioning—Community Value Statements

This chapter addresses—supports fulfillment of several Growth Management Act (GMA) goals, including: Goal #9, Open Space and Recreation, and—GMA Goal #12, Public Facilities and Services, and Goal #13, Historic Preservation by directly by addressing parks, senior centers and recreation—needs services and facility needs. Habitat and other open space needs—resources are also addressed; briefly considered in this chapter, but are more completely—addressed elsewhere in this plan in the land use and environment chapters of this plan, in Chapter 2 and Chapter 11, respectively. Similarly, this chapter addresses Section H, Open Space/Greenbelt Corridors of the County-wide Planning Policies (CWPP). It also partially addresses CWPP Policy K (1) by identifying needs for recreation facilities, including senior centers. This chapter also addresses value statement #1 under Open Space and Recreation—which encourages retention/development of recreational opportunities along—with other open space categories.

Reason for Change: Community Vision/Value Statements are flagged for review and update or deletion.

GMA Requirements

The Growth Management Act specifies recreation as an optional element of the comprehensive plan. This chapter supports implementation of Growth Management Act (Chapter 36.70A RCW) provisions that encourage counties to adopt an optional “Recreation Element” under RCW 36.70A.080(1)(c). This chapter is coordinated and consistent with other GMA Comprehensive Plan elements such as the Land Use element which includes Open Space & Environment; Capital Facilities (including senior centers); Transportation; and Economics. It is responsive to, informs, and relies on the Whatcom County Parks, Recreation, and Open Space (CPROS Plan).

Reason for Change: Updated to more accurately reflect GMA requirements

Whatcom County Comprehensive Plan 9-4
Background-Summary

Leisure time is a relatively new concept to Americans. It was not too long ago that the average American worked 48 hours per week and children had daily chores. Today, more leisure time is generally available.

However, too much leisure time can be a problem if not channeled wisely. Our rapidly changing lifestyles have brought about many frustrations which frequently manifest in juvenile delinquency, alcohol and drug abuse, and other misuses of leisure time. For the younger generation, especially those who find it difficult to obtain gainful and meaningful employment, it is a real challenge to make wise use of leisure time. If Americans are provided with opportunities to use leisure time in socially and personally satisfying ways, many problems can be avoided. Recreation not only provides a diversion and refreshment from the pace of our complex lives, but it also enriches our mental health.

With the existence of two National Forests, the North Cascades National Park, Washington State Department of Natural Resources land, three state parks and land held by private timber companies within Whatcom County, it is hard to believe there is an additional need for public open space.

However, most public land cited above is located in the eastern two-thirds of the county and little public land is available near the population centers. With the county now undergoing a major shift towards urban development, the public is becoming aware of the lost opportunities for close in public open space. Added to this concern is the fact that while Whatcom County has more than 130 miles of saltwater shoreline, only about 6% is currently accessible to the public. Nearly everyday the opportunity for additional public access is reduced as land is developed.

In years past, the primary responsibility of Whatcom County Department of Parks and Recreation has been to offer recreation programs and manage park facilities. With the need to preserve and manage open space, the department could soon become a steward of the land.

It is with the need to preserve open space and shoreline access and to expand recreation services for a growing population that the recreation chapter of the comprehensive plan is adopted, as the county has undergone considerable population growth and new concerns for the environment and livability have become prominent.

Reason for Change: Modified to reflect updated information, and changes to location within the Chapter

Whatcom County Comprehensive Plan 9-5
Issues, Goals, and Policies

The following policies and design standards apply to the acquisition and/or development of day-use regional parks, multi-use camping areas, trail systems, specialized facilities, senior centers, and shoreline access areas and recreation resource management areas (Maps Maps 22 and 239-1 and 9-2).

Reason for Change: Existing Map 22 and Map 23 are modified and renumbered as Map 9-1 and 9-2, respectively. Based on public comment, the Whatcom County Parks and Recreation Commission recommended that existing Recreation Resource Management Areas (RRMA’s) that are identified on existing Map 22 be removed from Chapter 9 maps, and also recommended that text references to RRMA’s be flagged for deletion throughout the chapter. In addition, the above reference to “shoreline access areas” in “Issues, Goals, and Policies” refers to existing Map 23 which identifies shoreline recreation areas with public access. Map 23 is modified and renumbered as Map 9-2, and the proposed focus of new Map 9-2 is to support future development of conceptual trail corridors that are identified on this map.

Note: Shoreline Access Areas that are shown on existing Map 23 are proposed for deletion because Shoreline Access Areas are addressed in greater depth in the Whatcom County CPROS Plan.

Day-Use Parks

Day-use parks are large regional parks that are designed to offer a wide range of passive day use activities. They often contain facilities or recreation opportunities that county residents are willing to travel some distance to reach. In most cases, they are located in the rural areas of the county, although there are some exceptions. Often a feature will dominate the site. Examples are the farmstead at Hovander Park, the nature interpretative areas at Tennant Lake and the lake shoreline at Samish Park.

Goal 9A: Address county-wide recreational needs by adequate provision of day-use regional parks.

Policy 9A-1: Because the cities currently provide the highly developed urban parks, the county’s role should be to provide rural day use regional parks that are centered around a unique feature or recreation opportunity.

Policy 9A-2: Because of the unique features of the site, location within the county is not as important although they must have good road access.
Policy 9A-3: Development standards will vary according to the use intended. For the intensive use park areas, all facilities and improvements should be built to a high standard and designed to be easily maintained.

Policy 9A-4: All parks must be designed to create a minimal impact upon surrounding property and to the site itself.

Policy 9A-5: Day-use Regional parks should be designed with one entrance and control point so that entrance fees can be charged.

Policy 9A-6: If possible, day-use Regional parks should be located on an existing or proposed trail routes and ideally should enhance countywide trail system connectivity.

Policy 9A-7: The parks should be designed to accommodate a range of age groups, accessibility, and interests.

Policy 9A-8: The county County should only accept sites that meet the above standards.

Reason for Change: References to “day use” parks are changed to “regional parks” which is a broader category of park; these updates correspond with proposed changes to the Whatcom County Comprehensive Parks, Recreation, and Open Space (CPROS Plan)

Multi Use Camping Parks

Multi-use camping parks provide camping opportunities in addition to other uses. Lighthouse Marine Park and Silver Lake Park fit this category. The type of camping can vary from primitive camp sites to the full-service RV site. It should be recognized that much of the camping activity use will be from non-county residents.

Goal 9B: Provide multi-use camping parks to serve county resident needs as well as provide a tourism draw.

Policy 9B-1: All the policy statements and design standards for day use Regional parks should also apply to multi-use camping parks.

Policy 9B-2: Because camping parks will attract many non-county residents, they should be recognized for their tourism value but at the same time county residents should not subsidize the cost of camping. Camping fees should pay for camp-site expenses.
Policy 9B-3: A wide variety of camping types should be offered including primitive sites, tent sites, full-service RV sites and group camping areas.

Policy 9B-4: The camping areas should be physically separated from the other parts of the park with the ability to be closed off during winter months.

Policy 9B-5: Most large camping areas should be designed to a high standard with full-service hookups, flush toilets and rest rooms, showers, laundry, and other support facilities.

Policy 9B-6: Future Park development should consider the financial ability of the county, and should focus on existing park lands before considering further acquisition.

Reason for Change: References to "day use" parks are changed to "regional parks" (which is a broader category of park); this change corresponds with proposed updates to Comprehensive Parks, Recreation, and Open Space (CPROS Plan)

Trail Systems

Trail systems include unpaved foot trails, paved and unpaved multi-use trails, and paved bike paths. Multi-use trails are designed for two or more of the following activities: bicycle riding, mountain bike riding, walking and hiking, and horseback riding. Unpaved foot paths are primarily for walking and hiking, although a compacted gravel surface is suitable for mountain bikes as well.

While essentially all trails are suitable for foot traffic, bicyclists and horseback riders find many trails not adequately maintained or built to appropriate construction standards. Poorly built or maintained trails are less enjoyable to travel and can induce safety hazards and damage to the environment. User conflicts may occur between all three groups. Horseback riders often express concern with mountain bikes that suddenly appear at a bend or rise in the trail, spooking the animal and endangering both riders. Hikers complain about similar problems, but are generally more concerned with personal safety and damage to trails caused by the two rider groups. Motorized (ORV) use of trails is generally incompatible with non-motorized use for similar reasons. Noise and safety issues and environmental impacts preclude motorbikes from most of the trails identified in this plan. Solutions to user conflicts require some separation of use by designating specific loops or segments for particular users. Hikers comprise the largest user group, but tend to have the lowest impact on the trail. Although all trails are essentially available for hiking, trails that are particularly narrow, steep, or fragile, and those subject to heavy pedestrian use should be designated for hikers only. In addition, trails, loops, or
alternate routes should be designated for horseback and mountain bike rider groups where conditions warrant.

Properly built and maintained old logging roads in reforested areas provide some of the best riding trails since they are much wider than a footpath for easier passing, and their base is usually firm and less prone to damage. It is not enough, however, to simply direct horses and bikes to old road grades. They are often seeking the same views and aesthetic experience that hikers wish. Some trails will therefore need to be improved to a higher standard to accommodate the use. On shared routes, appropriate design elements need to be implemented to avoid conflicts and to enhance the trail experience for each group.

The difficulties in obtaining continuous access through private lands is a major issue in trail development that can discourage residents, planners, and administrators from pursuing what might otherwise be a worthwhile project. Access is usually obtained by way of gift or purchase of an easement or parcel of land containing the trail corridor. On private timber land, access is normally permitted in most areas on an informal basis with the understanding that closures may occur due to logging, fire danger, or other circumstances. Horse club volunteers have been successful in obtaining permission to construct new trails on private and state timber land with and without formal easements.

In developed areas of the county where multiple properties are involved, the task becomes more complicated since lack of participation by one landowner can obstruct the trail. Concerns range from vandalism, fire and nuisances to liability and invasion of privacy. In most cases, trail design, careful facility planning, and public education will help avoid these problems. An existing statute (RCW 4.24.210) already offers protections to landowners from liability where they allow public access to their land without charge. Where access is denied, an alternate needs to be considered.

A friendly alternative, the "handshake agreement," has been experimented with in some areas and found to be successful in most instances (see "Pathways Across America," Spring 1989 newsletter, by the American Hiking Society and the National Park Service). Here, a reluctant landowner is approached with the plan and asked to allow public access for an indefinite period, while retaining the right to close the trail at any time if problems should occur. The trail is closed once a year to help avoid problems with adverse possession. The experience has been that once a trail is developed, impacts to the landowner are found to be minimal or nonexistent; initial fears are dispelled and the trail remains open indefinitely. Rarely are the agreements withdrawn. Later, the land owner may find it advantageous to grant an easement or sell the property for permanent public use, thereby reducing property taxes.

Reason for Change: Recommend deletion, outdated information
In 2001, Whatcom County formed the Whatcom County Bicycle/Pedestrian Advisory Committee. The Whatcom County Bicycle/Pedestrian Advisory Committee (BPAC) developed the Whatcom County Pedestrian and Bicycle Plan. The Whatcom County Council adopted the Plan, by resolution, on May 6, 2003. The plan makes recommendations with regard to facility type, primary and secondary routes, design guidelines, safety and education. Additionally the plan includes strategies for implementation that addresses priority projects, acquisition, development, maintenance, and administration of bicycle routes. The Whatcom County Pedestrian and Bicycle Plan provides a basis for many of the goals and policies of this chapter and is considered an important background/reference document that contributes to the Recreation optional element of Whatcom County’s Comprehensive Plan. This plan specifically adopts and incorporates the most recent Whatcom County Bicycle Plan:

Reason for Change: Modified to update information, and to list Whatcom County Pedestrian and Bicycle Plan as a reference document only, and not incorporate it by reference

Goal 9C: Expand outdoor recreation opportunities for county residents by providing enjoyable trails for hiking, horseback riding, bicycling, walking, boating, and other trail activities in a safe environment.

Policy 9C-1: Trails should be interesting and attractive. Trails which follow natural water courses, pass significant natural resources, traverse interesting scenery or cross areas of outstanding beauty provide interesting and enjoyable experiences for the trail user.

Policy 9C-2: Trails should be looped and interconnected to provide a variety of trail lengths and destinations. Incorporate existing and proposed trails into a comprehensive and integrated system of looped and interconnected trails which give users a wide choice of routes and environments.

Reason for Change: Recreation Action Plan Item No. 25 is proposed to replace Policy 9C-2

Policy 9C-3: Trails should link other recreational uses in the Foothills area and connect to existing trail systems in the National Forest and state land.

Policy 9C-4: The wet climate of Whatcom County may preclude extensive multi-use of some trails or require seasonal limitations on their
use. Trail routes should take into account soil conditions, steep
slopes, surface drainage and other physical limitations that
could impact the areas from over-use.

Policy 9C-5: Bicycle trails should provide opportunities for the—recreational
riders, as well as the—touring and commuter bicyclists.

Policy 9C-6: Bicycle routes and paths should minimize the conflicts between
motorists and bicyclists.

Policy 9C-7: Hiking trails should have a variety of lengths and grades for the
casual strollers as well as the—serious hikers and when
practicable, be accessible.

Policy 9C-8: Hiking trails should reach areas of natural beauty with the
purpose of permitting the—hikers to seek areas of solitude and
get away from the built environment, especially noise and other
pollution.

Policy 9C-9: Equestrian trails should be accessible—usable most of the year.
Some equestrian trails should be close-in to the urban areas.

Policy 9C-10: Adequate parking, signage, trash receptacles, and toilet facilities
should be provided at all major trailheads.

Reason for Change: Based on Recommendations made by the Planning Commission
on 9/10/15, Policy 9C-10 is modified to correct punctuation

Policy 9C-11: Where public funds are used to construct or maintain dikes,
levees, or revetments, public access should be encouraged for
trail purposes, where appropriate.

Policy 9C-12: Water trails for non-motorized boats should be identified with
provisions made for parking, launching areas, and places of
interest along the water route where boats can land.

Policy 9C-13: Work toward partnering with other agencies and the public to
accomplish recreational goals.

Policy 9C-14: Investigate multi-solutions that will accommodate several
county goals, such as recreation, water retention, and flood
prevention measures, utilizing a similar piece of property.
Policy 9C-15: Sharing of corridors for major utilities, trails, and other transportation rights-of-way is encouraged when not in conflict with goals to protect wildlife, public health, and safety.

Policy 9C-16: Implement the goals, policies and recommendations of the latest Whatcom County Bicycle Plan and continue to update the plan as needs and conditions change. Implement the goals, policies and recommendations of the latest Whatcom County Pedestrian and Bicycle Plan that are consistent with this plan and within the County’s fiscal capabilities.

Reason for Change: Recreation Action Plan Items No. 35 and No. 36 is modified and proposed to replace text in existing Policy 9C-16

Policy 9C-17: Promote the integration of trails within subdivisions, planned unit developments, and other development proposals that provide internal circulation and connect to nearby recreational opportunities and ideally enhance countywide trail system connectivity.

Policy 9C-18: Acquisition of and planning for trail corridors should be encouraged as new subdivisions and development occurs, if the trail has been identified in a park, trail, open space, or other plan adopted by Whatcom County.

Policy 9C-19: Continue to update the trails inventory to identify all designated and non-designated trails in the county.

Reason for Change: Recreation Action Plan Item No. 26 is proposed as Policy 9C-19

Policy 9C-20: Work with private property owners and developers to acquire trail corridors or easements. Monitor land development proposals to ensure that existing trails are not lost. Continue to support the County's long range parks and recreation vision of developing a county-wide trail network, while respecting property rights, and working collaboratively with willing landowners to acquire easements or property for public trails, when opportunities exist.

Reason for Change: Recreation Action Plan Item No. 27 is modified and proposed as Policy 9C-20 in response to Planning Commission discussion on 8/13/2015; public comment received on 8/13/15 & 8/14/15; and County Parks input on 8/20/15 & 8/21/15
Policy 9C-21: Provide non-motorized access to regional recreational and outstanding scenic areas in the county.

Reason for Change: Recreation Action Plan Item No. 28 is proposed as Policy 9C-21

Policy 9C-22: Reduce conflicts between the various trail user groups and provide appropriate signage.

Reason for Change: Recreation Action Plan Item No. 29 is proposed as Policy 9C-22

Policy 9C-23: Provide bike lanes or wide shoulders where appropriate for trail corridor connection in conjunction with major road improvements.

Reason for Change: Recreation Action Plan Item No. 30 is modified and proposed as Policy 9C-23 based on 9/10/15 Planning Commission recommendations to add new language that reads “for trail corridor connection”

Policy 9C-24: Coast Millennium Trail - Continue to develop trail corridors, particularly off-road segments such as the airport connector and shoreline access.

Reason for Change: Recreation Action Plan Item No. 31 is proposed as Policy 9C-24

Policy 9C-25: Hertz North Lake Whatcom Trail Extension - Develop and implement a plan to either acquire Rights of Way for a trail corridor along the abandoned RR R/W between the existing North Shore Trail and Blue Canyon Road or pursue an alternative route to link these points.

Reason for Change: Recreation Action Plan Item No. 32 is proposed as Policy 9C-25

Policy 9C-26: Bay to Baker Trail - Develop and implement a plan to secure Rights of Way for trail segments along the abandoned RR R/W in conjunction with the Nooksack River Trail to achieve a contiguous trail system between communities and recreation areas.

Reason for Change: Recreation Action Plan Item No. 33 is proposed as Policy 9C-26

Policy 9C-27: Nooksack River Trail - Develop and implement a plan to acquire Rights of Way for a trail corridor and picnic areas along the Nooksack River between Ferndale and Glacier, to provide
recreation opportunities, inter-community transportation, and tourism development.

Reason for Change: Recreation Action Plan Item No. 34 is proposed as Policy 9C-27

Policy 9C-28: Continue to collaborate with other organizations, groups, or individuals consistent with the goals identified in the Natural Heritage Plan for Whatcom County, and the Whatcom County Pedestrian and Bicycle Plan.

Reason for Change: Recreation Action Plan Items No. 23 & No. 24 are modified and proposed as Policy 9C-28

Specialized Recreation Areas

Specialized areas include nature interpretative centers and small park sites, including those related to Urban Growth Areas, Rural Communities, and neighborhood developments.

Goal 9D: Provide specialized recreation areas taking advantage of unique opportunities to serve both county residents and visitors.

Policy 9D-1: Because these facilities are unique, adopt specific standards for each one individually.

Policy 9D-2: Explore need for neighborhood—community parks as undeveloped areas of county increase in density.

Reason for Change: Reference to “neighborhood” parks is changed to “community” parks, a broader category of park that better reflects intent of goal

Policy 9D-3: Encourage development of sport field complexes to meet the needs of organized recreation activities, using public and private partnerships where possible.

Policy 9D-4: Promote the integration of recreational and open space opportunities in subarea planning, subdivisions, and other development proposals.

Policy 9D-5: The dedication and acquisition of open space and recreation opportunities should be encouraged as new subdivisions and development occurs.

Shoreline Access Areas
Shoreline access areas include saltwater beaches and bluffs, rivers and streams and lake frontage. Access may be via a public park area, a street end, or just a trail easement. Access includes both physical access to the water and visual access from points above (Map 23). An excellent source of information about existing and proposed future recreational opportunities featuring shorelines is the Whatcom County Comprehensive Parks, Recreation, and Open Space Plan (CPROS Plan). The CPROS Plan contains detailed information and maps which identify waterfront and shoreline recreational opportunities on both public and private shorelines across the county.

Reason for Change: The above section on "Shoreline Access Areas" in existing Chapter 9 contains a reference to existing Map 23 which identifies shoreline recreation areas with public access. Map 23 has been modified and is renumbered as proposed Map 9-2. The proposed focus of new Map 9-2 is to support future development of conceptual trail corridors that are identified on this map. Shoreline Access Areas that are shown on existing Map 23 are not shown on proposed Map 9-2 because shoreline access areas are more fully addressed in the Whatcom County CPROS Plan.

**Goal 9E:** Recognize the shoreline as one of Whatcom County's unique assets and provide adequate physical and visual access for present and future generations.

**Policy 9E-1:** As economically feasible, acquire for public use as much of the saltwater shoreline as possible. Public and private resources should be explored to further this policy. A reasonable goal is to acquire for public access a minimum of 15% of the saltwater shoreline and adjacent tidelands in Whatcom County.

**Policy 9E-2:** Continue to review the Nooksack River Plan (Jones and Jones, 1973) and implement those elements which are beneficial, appropriate, and economically feasible.

**Policy 9E-3:** Provide pedestrian, interpretative, and small boat access sites for a diversity of public shoreline.

**Policy 9E-4:** When the County acquires property for flood storage or fish and wildlife purposes, the County should consider secondary use for park and open space purposes.

Reason for Change: Recreation Action Plan Item No. 22 is modified and proposed as Policy 9E-4

**Recreation Resource Management Areas**

*Whatcom County Comprehensive Plan 9-15*
These open space areas are identified as large undeveloped parcels of land having unique or attractive natural features. Often they will also contain extensive trail systems. They lack distinct boundaries and are intended to emphasize open space and recreation values. The land may or may not be in public ownership. It is not intended for Whatcom County to acquire these parcels of land but rather to secure conservation and access easements to ensure that public access is maintained and unique scenic areas preserved.

**Goal 9F:** Identify large undeveloped parcels of land with unique or attractive features and with the cooperation/coordination of public agencies and private landowners provide conservation opportunities and, where possible, public access.

**Policy 9F-1:** Thoroughly study each of the Recreation Resource Management Areas (RRMA) identified in the Comprehensive Park and Recreation Open Space Plan to identify their unique features, scenic quality and open space value. Studies should then be made to determine how these qualities can be preserved for future generations.

**Policy 9F-2:** Trail systems within the RRMA should be used for non-motorized trail activities only.

**Policy 9F-3:** While Whatcom County will probably not own the land within the RRMA, it should take on a major management role to ensure that its recreation and open space value is maintained.

**Policy 9F-4:** A special advisory committee should be formed of users and land owners of the RRMA. Their role will be to inventory, plan and prepare recommendations regarding the management of these areas.

---

**Reason for Change:** Based on recommendations from the Whatcom County Parks and Recreation Commission and in response to public comment, existing Chapter 9 references to Recreation Resource Management Areas (RRMA's) and RRMA Goal and Policies are flagged for deletion throughout this chapter. Input from the public indicates that the county’s vision with respect to RRMA's may be outdated. Relevant aspects of the RRMA vision are addressed in other Recreation Chapter 9 Goals or Policies or in other comprehensive plan elements.

---

**Off Road Vehicle Riding Areas**

*Whatcom County Comprehensive Plan  9- 16*
Recognizing that it is better to regulate and manage where off-road vehicle (ORV) riding may occur, the county attempted twice to develop an area for exclusive ORV use. Both proposals were met with controversy and not pursued. However, ORV riding still occurs and in many instances on land not suitable for that use and without the owner’s permission. The end result is that ORV riding is impacting neighbors and the land in which riding occurs, and is in general creating a problem for less intrusive recreational activities.

**Goal 9G:** Coordinate with the DNR to provide ORV opportunities.

**Policy 9G-1:** Recognizing that there will continue to be a demand for ORV riding, the county should continue to assess its role in the ORV program. Between the Washington State Department of Natural Resources and the Forest Service, some joint solution may be possible.

**Activity Centers**

Activity centers are indoor facilities which provide recreational opportunities. They include the existing senior/community centers, Plantation Rifle Range, and—the Roeder Home, and full-scale indoor recreation centers (multi-purpose centers) and indoor aquatic facilities.

Five of the eight senior/community centers managed by the county are owned by the Cities of Ferndale, Blaine, Everson, Lynden, Sumas, Welcome, and the Point Roberts Park District. Combined, these eight facilities served over 206,546 visitors in 2003, 80% of whom were seniors. There is an increasing trend for use by different agencies and community groups and even church congregations who rent the facilities in Lynden and Bellingham. With appropriate scheduling, the existing senior/community centers have the capacity to absorb additional activity.

The Plantation Rifle Range includes two outdoor ranges, a trap field, an indoor range, and a meeting room which served 16,824 people in 2003. It is a unique facility which receives 60% of its use from law enforcement agencies, educational activities, and recreation.

The Roeder Home, donated to the County and on the National Historic Register, is a unique facility which provides space for meetings, wedding receptions, special events, and classes and serves as the center for cultural arts programs in the County. This facility served 33,042 people in 2003.

As population numbers grow, the need for additional aquatic facilities should be re-evaluated.
The East Whatcom Regional Resource Center in Maple Falls provides community services such as early childhood education, family support and health services, transportation, and community gardens.

Reason for Change: Updated to remove outdated information and add new information

Goal 9H: **Encourage multi-use indoor activity centers to meet the needs of the population, using public and private partnerships where possible.**

Policy 9H-1: Support multi-use of the existing senior/community centers to maximize their full potential.

Policy 9H-2: Continue the cooperation between the County and the Cities and Point Roberts Park District on ownership and management of the existing senior/community centers.

Policy 9H-3: Evaluate the cost/benefit ratio of adding a multi-purpose facility on the property owned by the Parks Department at Smith and Northwest Roads to meet the expanding demand by all age groups in the Bellingham/Ferndale growth corridor.

Policy 9H-4: Expand the Plantation Rifle Range to meet the needs of citizens, residents, organizations, and law enforcement agencies.

Policy 9H-5: Acquire property for a buffer area around the Plantation Rifle Range to insure the ability to continue its use in the future.

Policy 9H-6: Continue to utilize the Roeder Home as the for cultural arts facility flagship activities, community events, and gatherings, while utilizing partnerships, leased space, or creative opportunities to accommodate program expansion.

Policy 9H-7: Continue to monitor the need for additional aquatic facilities in the community, with the basic assumption that Whatcom County will not be an indoor aquatic provider in the near future.

Policy 9H-8: Continue to search for partnerships with other public agencies and private groups in providing recreation facilities such as golf facilities, camping, and resort centers.

Policy 9H-9: Expand the partnership concept to incorporate school buildings and other public or private facilities which can accommodate meetings and recreational functions.
Park Facilities

Goal 9I: As economically feasible, continue to implement the Whatcom County Comprehensive Park, Recreation and Open Space (CPROS Plan) goals and policies through adoption of the Whatcom County Comprehensive Plan Six-year Capital Improvement Program (CIP).

Reason for Change: Recreation Action Plan Item No. 5 is modified and proposed as Goal 9I

Policy 9I-1: Continue to monitor park and recreation service needs throughout the county and encourage others to provide the identified service needs.

Reason for Change: Recreation Action Plan Item No. 1 is proposed as Policy 9I-1

Policy 9I-2: Develop facilities and areas that will be particularly attractive to Whatcom County residents.

Reason for Change: Recreation Action Plan Item No. 6 is proposed as Policy 9I-2

Policy 9I-3: Develop and maintain facilities at a high standard. These standards should be established in accordance with the Whatcom County Comprehensive Park and Recreation Open Space (CPROS Plan) and the Whatcom County Comprehensive Plan.

Reason for Change: Recreation Action Plan Item No. 7 is proposed as Policy 9I-3

Policy 9I-4: Design and develop recreation facilities for low maintenance.

Reason for Change: Recreation Action Plan Item No. 8 is proposed as Policy 9I-4

Policy 9I-5: In keeping with policies in other chapters of this plan, develop a mechanism consider strategies for ensuring the provision of neighborhood-community parks in accordance with appropriate standards when residential areas are developed outside of incorporated areas. In the residential UGAs not associated with cities and in Rural Communities, mechanisms are needed for acquisition, development, and subsequent maintenance and operations. Community Associations and Park Districts are options to be explored.

Whatcom County Comprehensive Plan 9- 19
Reason for Change: Recreation Action Plan Item No. 9 is modified and proposed as Policy 9I-5

Policy 9I-6: Develop a strategic plan. Continue to plan for full utilization of the existing senior/community centers and explore partnerships to help absorb future need.

Reason for Change: Recreation Action Plan Item No. 10 is modified and proposed as Policy 9I-6

Policy 9I-7: Update and implement the master plan for the Plantation Rifle Range and Hovander Homestead Park. Continue to identify and develop major planning initiatives identified in the CPROS Plan.

Reason for Change: Recreation Action Plan Item No. 12 is modified and proposed as Policy 9I-7

Policy 9I-8: Work with timber companies and other private property owners to develop strategies to acquire the land currently leased for the Plantation Rifle Range and a buffer around the rifle range.

Reason for Change: Recreation Action Plan Item No. 13 is modified and proposed as Policy 9I-8

Policy 9I-9: Galbraith/Lookout Mt. - Develop and implement a plan cooperatively to acquire Rights of Way for trail corridors and for the purchase or lease of additional park-acreage, along with pursuit of formal usage agreements with private individuals or land owners, to preserve or expand the recreational values for residents and tourists with reasonably limited impact on both local residents and the environment.

Reason for Change: Recreation Action Plan Item No. 15 is proposed as Policy 9I-9

Policy 9I-10: Stewart Mt. - Negotiate with Crown Corporation-current landowner to obtain formal usage agreements for access to logging trails, to open public access corridors between Lake Whatcom recreation areas and the South Fork Valley.

Reason for Change: Recreation Action Plan Item No. 16 is modified and proposed as Policy 9I-10

**Goal 9J:** Develop a stronger financial base for recreational services:

*Whatcom County Comprehensive Plan* 9-20
Reason for Change: Recreation Action Plan “Funding” descriptive text is modified and proposed as Goal 9J.

Policy 9J-1: Designing future recreation facilities and areas with the ability to charge user fees.

Reason for Change: Recreation Action Plan Item No. 39 is modified and proposed as Policy 9J-1

Policy 9J-2: Investigating Explore new innovative methods of financing facility development, maintenance, and operating needs.

Reason for Change: Recreation Action Plan Item No. 40 is modified and proposed as Policy 9J-2

Policy 9J-3: Considering joint ventures with private clubs, public agencies, commercial operations, and other groups to build and maintain facilities.

Reason for Change: Recreation Action Plan Item No. 41 is modified and proposed as Policy 9J-3

Policy 9J-4: Providing Seek to design and develop facilities that will encourage tourism.

Reason for Change: Recreation Action Plan Item No. 42 is modified and proposed as Policy 9J-4

Policy 9J-5: Consider the establishment of park impact fees based on the Growth Management Act.

Reason for Change: Recreation Action Plan Item No. 44 is proposed as Policy 9J-5

Policy 9J6: Experiment with novel public-private partnerships to provide facilities that will provide a quality experience to draw tourists to Whatcom County's parks. Some examples would be privately operated zip-line facilities and strategically located seasonal food trucks. Part or all of the "rent" provided could be by the provision of privately funded public use facilities such as toilets and shuttle buses used to service these private facilities.

Recreation—Action Plan

Whatcom County Comprehensive Plan 9-21
General Park and Recreation Services

1. — Continue to monitor park and recreation service needs throughout the county and encourage others to provide the identified service needs.

Reason for Change: Proposed as Policy 9I-1

2. — Stress a good public image and the importance of public relations to all employees of the Parks and Recreation Department.

Reason for Change: Recommend deletion

3. — As economically feasible, and as need warrants, implement the recreation and service programs in Chapter VII of the Comprehensive Park and Recreation Open-Space Plan.

Reason for Change: Recommend deletion

4. — Continue to implement those elements of the Nooksack River Plan (Jones and Jones 1973) which are beneficial, appropriate and economically feasible.

Reason for Change: Recommend deletion, similar to existing Policy 9E-2

Park Facilities

5. — As economically feasible, and as need warrants, implement the Comprehensive Park and Recreation Open-Space Plan including the goals and policies and maps incorporated herein through adoption of the six-year capital improvement program.

Reason for Change: Modified and proposed as Goal 9I

6. — Develop facilities and areas that will be particularly attractive to Whatcom County residents.

Reason for Change: Proposed as Policy 9I-2

7. — Develop and maintain facilities at a high standard. These standards should be established in accordance with the Comprehensive Park and Recreation Open-Space Plan and the Whatcom County Comprehensive Plan.

Reason for Change: Proposed as Policy 9I-3

8. — Design and develop recreation facilities for low maintenance.
Reason for Change: Proposed as Policy 9I-4

9. ___ In keeping with policies in other chapters of this plan, develop a mechanism for ensuring the provision of neighborhood parks in accordance with appropriate standards when residential areas are developed outside of incorporated areas. In the residential UGAs not associated with cities and in Rural Communities mechanisms are needed for acquisition, development and subsequent maintenance and operations. Community Associations and Park Districts are options to be explored.

Reason for Change: Proposed as Policy 9I-5

10. ___ Develop a strategic plan for full utilization of the existing senior/community centers and partnerships to help absorb future need.

Reason for Change: Proposed as Policy 9I-6

11. ___ Develop a master plan for the property at Smith and Northwest Road, contingent upon funding, to include an indoor multi-purpose center.

Reason for Change: Recommend deletion

12. ___ Update and implement the master plan for the Plantation Rifle Range and Hovander Homestead Park.

Reason for Change: Proposed as Policy 9I-7

13. ___ Work with timber companies and other private property owners to acquire the land currently leased for the Plantation Rifle Range and a buffer around the rifle range.

Reason for Change: Proposed as Policy 9I-8

14. ___ Preserve additional cultural heritage sites such as the Hovander House, the Roeder Home, and Tennant Lake Interpretative Center for recreation purposes.

Reason for Change: Recommend deletion

15. ___ Galbraith/Lookout Mt. ___ Develop and implement a plan to acquire Rights of Way for trail corridors and purchase of additional park acreage, along with pursuit of formal usage agreements with private land owners, to preserve the recreational value for residents and tourists.
Reason for Change: Proposed as Policy 9I-9

16. Stewart Mt. Negotiate with Crown Corporation to obtain formal usage agreements for access to logging trails, to open public access corridors between Lake Whatcom recreation areas and the South Fork Valley.

Reason for Change: Proposed as Policy 9I-10

Preservation of Natural Areas

17. Complete the inventory and study of Recreation Resource Management Areas in accordance with policies under goal 9(F).

Reason for Change: Recommend deletion

18. Make it advantageous to land developers and landowners to dedicate land for public use.

Reason for Change: Recommend deletion

19. Develop design standards that provide for the integration of open space and recreation opportunities within subdivisions, planned unit developments, and other development proposals.

Reason for Change: Recommend deletion

20. Create alternative revenue sources and develop mechanisms to earmark funds to help pay for the acquisition, maintenance, and operation of parks, open space, and shoreline access.

Reason for Change: Recommend deletion

21. Develop mechanisms for land banking of public open space.

Reason for Change: Recommend deletion

22. Prime open space, and river corridors and natural areas should be designated and prioritized for future acquisition. River corridors will be evaluated for increased wetland/water storage areas for flood mitigation and fish and wildlife habitat and potential secondary use for reservoirs as park and open space attractions.

Reason for Change: Proposed as Policy 9E-4

Whatcom County Comprehensive Plan 9-24
23. Develop specific implementation strategies for those elements of the Natural Heritage Plan that are appropriate, beneficial, consistent with this plan and within the County's fiscal capabilities. Review the Natural Heritage Plan annually and incorporate appropriate items in the Capital Facilities planning for parks and recreation in future years.

Reason for Change: Proposed as Policy 9C-28

24. Continue the partnerships with other organizations, groups, or individuals consistent with the goals identified in the Natural Heritage Plan for Whatcom County.

Reason for Change: Proposed as Policy 9C-28

Trails

25. Incorporate existing and proposed trails into a comprehensive and integrated system of looped and interconnected trails which give users a wide choice of routes and environments.

Reason for Change: Proposed as Policy 9C-2

26. Continue to update the trails inventory to identify all designated and non-designated trails in the county.

Reason for Change: Proposed as Policy 9C-19

27. Work with private property owners and developers to acquire trail corridors or easements. Monitor land development proposals to ensure that existing trails are not lost.

Reason for Change: Modified and proposed as Policy 9C-20

28. Provide non-motorized access to regional recreational and outstanding scenic areas in the county.

Reason for Change: Proposed as Policy 9C-21

29. Reduce conflicts between the various trail user groups and provide appropriate signage.

Reason for Change: Proposed as Policy 9C-22
30. Provide bike lanes or wide shoulders where appropriate in conjunction with major road improvements.

Reason for Change: Modified and proposed as Policy 9C-23

31. Coast Millennium Trail—Continue to develop trail corridors, particularly off-road segments such as the airport connector and shoreline access.

Reason for Change: Proposed as Policy 9C-24

32. Hertz North Lake Whatcom Trail Extension—Develop and implement a plan to either acquire Rights of Way for a trail corridor along the abandoned RR R/W between the existing North Shore Trail and Blue Canyon Road or pursue an alternative route to link these points.

Reason for Change: Proposed as Policy 9C-25

33. Bay to Baker Trail—Develop and implement a plan to secure Rights of Way for trail segments along the abandoned RR R/W in conjunction with the Nooksack River Trail to achieve a contiguous trail system between communities and recreation areas.

Reason for Change: Proposed as Policy 9C-26

34. Nooksack River Trail—Develop and implement a plan to acquire Rights of Way for a trail corridor and picnic areas along the Nooksack River between Ferndale and Glacier, to provide recreation opportunities, inter-community transportation and tourism development.

Reason for Change: Proposed as Policy 9C-27

35. Implement the goals, policies and recommendations of the latest Whatcom County Bicycle Plan that are consistent with this plan and within the County’s fiscal capabilities.

Reason for Change: Proposed as Policy 9C-16

36. Continue to update the Whatcom County Bicycle Plan as needs and conditions change.

Reason for Change: Proposed as Policy 9C-16

37. Develop a Growth Management Act-based ordinance to encourage dedication of trail corridors in the consideration of park or transportation mitigation, as
new subdivisions and development occurs, if the trail has been identified in a park, trail, open-space or other plan adopted by Whatcom County:

Reason for Change: Similar to existing Policy 9D-5

38. Develop design standards that include the integration of trails within subdivisions, planned development proposals to provide internal circulation and connect to nearby commercial and activity centers, and recreational opportunities.

Reason for Change: Similar to modified Policy 9C-17

**Funding**

Develop a stronger financial base for recreational services by:

Reason for Change: Modified and proposed as Goal 9J

39. Designing future recreation facilities and areas with the ability to charge user fees.

Reason for Change: Proposed as Policy 9J-1

40. Investigating new innovative methods of financing facility development, maintenance, and operating needs.

Reason for Change: Modified and proposed as Policy 9J-2

41. Considering joint ventures with private clubs, public agencies, commercial operations and other groups to build and maintain facilities.

Reason for Change: Proposed as Policy 9J-3

42. Providing facilities that will encourage tourism.

Reason for Change: Proposed as Policy 9J-4

43. Where timber needs to be removed due to disease, windfall or for park facility improvements, timber shall be harvested and sold using best management practices.

Reason for Change: Recommend Deletion
44. Consider the establishment of park impact fees based on the Growth Management Act.

Reason for Change: Proposed as Policy 9J-5
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>twk</td>
<td>05/06/16</td>
<td>05/17/16</td>
<td>Finance</td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td>05/17/16</td>
<td>Intro</td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td>5/31/16</td>
<td>Council</td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>05/11/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>05/10/16</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** EMS Levy Ordinance

**ATTACHMENTS:** Memo and Ordinance

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
<th>Requested Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Per request of the Council on May 3rd Executive Louws has submitted a proposed EMS Levy Ordinance for introduction and Council consideration of placement on the November 8th ballot. Executive Louws is available for discussion of the EMS Levy Ordinance.

**COMMITTEE ACTION:**

5/17/2016: Discussed

**COUNCIL ACTION:**

5/17/2016: Substitute Introduced 7-0

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

To: Whatcom County Council Members
From: Tyler Schroeder, Deputy Executive
Subject: EMS Levy Ordinance Discussion
Date: May 6, 2016

BACKGROUND
On April 7, 2015 the Whatcom County Emergency Medical System Oversight Board (EOB) confirmed the EMS Funding Work Group representing EMS Stakeholders. Their mission was to recommend a funding strategy that will support and sustain a countywide EMS System. The EMS Funding Recommendations identified an EMS levy to be the most stable funding mechanism to sustain a county wide EMS system.

On May 3rd Council requested an EMS Levy Ordinance be prepared for introduction to Council at the May 17th Council meeting. That Ordinance is submitted for review and consideration of the Council for placement on the November 8 ballot.

Discussion:
The County Executive is available to discuss the EMS Levy Ordinance as introduced for council action and placement on the November 8 ballot.
PROVIDING FOR SUBMISSION TO THE QUALIFIED VOTERS OF WHATCOM COUNTY A PROPOSITION IMPOSING THE LEVY OF A REGULAR PROPERTY TAX EACH YEAR FOR SIX YEARS, COLLECTION BEGINNING IN 2017, AT A RATE OF $.295 OR LESS PER $1000 OF ASSESSED VALUATION TO CONTINUE TO PROVIDE EMERGENCY MEDICAL SERVICES, IN THE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016.

WHEREAS, Emergency Medical Services (EMS) is a complex, coordinated response and emergency medical care system, that requires people and agencies, to perform an essential role as part of a coordinated, tiered, and seamless system of emergency medical care; and

WHEREAS, Whatcom County’s EMS system has evolved over 40 years, and has transitioned into a tiered level of service; and

WHEREAS, fire districts and agencies provide first responder services and Basic Life Support (BLS) ambulance service and Bellingham Fire Department and Fire District 7 provide Advanced Life Support (ALS) ambulance service; and

WHEREAS, the Countywide Emergency Medical Service system serves all of Whatcom County including Bellingham, Ferndale, Lynden, Blaine, Everson, Nooksack, and Sumas; and

WHEREAS, the existing funding sources dedicated to EMS are not sufficient and revenue has decreased due to changes in the Federal Medical reimbursement; and

WHEREAS, due to the impact of increased costs, limited dedicated funds and decreased revenue, the current funding for the countywide EMS system will not sustain the present EMS service levels; and

WHEREAS, emergency medical services are essential to the people in our community and stable funding is a practical solution to continue providing EMS services at current levels of service, meet future demands and sustain the system into the future; and

WHEREAS, the EMS system also includes regional support programs and services that provide administration, medical oversight and direction, citizen and emergency personnel training, planning, education of the public, and other support programs and services; and
WHEREAS, The EMS Funding Work Group confirmed by the Whatcom County Emergency Medical System Oversight Board (EOB) recommended a funding strategy and levy rate that will support and sustain a countywide EMS system; and

WHEREAS, the state legislature, through RCW 84.52.069, has recognized the needs and concerns described above, and has provided the mechanism for achieving a stable funding source for the provision of such emergency medical services through a voter approved levy; and

WHEREAS, the EMS Funding Work Group and EMS Oversight Board recommends instituting an emergency medical services levy to provide a stable funding source that will sustain the system for the next 6 years; and

WHEREAS, in order to assure such a provision of services, it is both necessary and appropriate that an additional regular property tax of $.295 or less per $1000 of assessed valuation be levied as provided for in this ordinance;

NOW, THEREFORE, THE COUNCIL OF WHATCOM COUNTY DOES ORDAIN:

Section 1. Approval of cities over 50,000 population. Pursuant to RCW 84.52.069, approval to place this county-wide levy proposal on the ballot has been obtained from the legislative body of the City of Bellingham through Resolution 2016-14, which is presently the only city in the county having a population over 50,000, before it is submitted to the electorate of Whatcom County for an election.

Section 2. Deposit of levy proceeds and eligible expenditures. All levy proceeds shall be deposited into the county Emergency Medical Services Fund. If approved by the qualified electors of the county, all levy proceeds authorized in the ordinance shall be used in accordance with RCW 84.52.069.

Section 3. Type of Levy. Pursuant to the authorization in RCW 84.52.069, this levy is a regular property tax levy on all taxable property located in Whatcom County and is in addition to the statutory tax rate limit of RCW 84.52.043.
Section 4. Levy Rate. The rate at which this proposed levy shall be submitted to the voters shall be the rate of $.295 or less per $1000 of assessed valuation each year, for six consecutive years, beginning in 2017. The collection of the taxes will begin in 2017. Taxes will be based upon the previous year’s assessment.

Section 5. Ratification by the Electorate. The proposal for this levy shall be submitted to and approved by the voters in accordance with RCW 84.52.069.

Section 6. Call for Election. A ballot measure shall be submitted to the qualified voters of Whatcom County at the general election to be held on November 8, 2016, of a proposition authorizing the previously described six-year levy for emergency medical services. The Whatcom County Auditor shall cause notice to be given of this ordinance in accordance with the state constitution and general law and to submit to the registered voters of the county, at the said special county election, the proposition hereinafter set forth. The County Executive is hereby authorized and requested to initiate the appropriate action necessary to ensure a proposition in substantially the following form shall be submitted to the voters of Whatcom County:

Whatcom County, Washington

Proposition __________: Regular Property Tax
Levy for Emergency Medical Services

The Whatcom County Council passed Ordinance 2016-______ concerning funding for the countywide Emergency Medical Services system. Will Whatcom County be authorized to impose regular property tax levies of $0.295 or less per thousand dollars of assessed valuation for each of six consecutive years, with collection beginning in 2017, for the continued provision of emergency medical services?

Yes ...........

No ...........

Section 7. Authorization for Interlocal Agreements. The County Executive is hereby authorized and requested to negotiate interlocal agreements: 1) with the City of Bellingham and Fire District #7 for EMS services consistent with the recommendations of the EMS Funding Work Group and the EMS Oversight Board; 2) with Fire Districts #4, #11, and #16, where current levy collections may be reduced consistent with RCW 84.52.069 (6); and 3) with the fire agencies that provide first response, for Council approval relating to the provision of emergency medical services over the length of time the levy is imposed.
Section 8. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Whatcom County Council
Whatcom County, Washington

Barry Buchanan, Chair

Attest:

Dana Brown-Davis, Clerk of the Council

APPROVED this ____ day of June, 2016.

Jack Louws, County Executive

Approved as to form:

Daniel L. Gibson
Whatcom County Deputy Prosecuting Attorney
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>AL</td>
<td></td>
<td></td>
<td>05/31/16</td>
<td>Introduction</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>06/14/16</td>
<td>Council</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>5.24.16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RECEIVED**

MAY 24 2016

WHATCOM COUNTY COUNCIL

**TITLE OF DOCUMENT:** Ordinance Amendment for Whatcom County Code Chapter 2.06.09, Medical Examiner Advisory Council

**ATTACHMENTS:** Memorandum, Ordinance Amendment; Exhibit A

**SEPA review required?** ( ) Yes ( ) NO
**SEPA review completed?** ( ) Yes ( ) NO

**Should Clerk schedule a hearing?** ( ) Yes ( ) NO
**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

County Executive Jack Louws requests the adoption of an Ordinance Amendment for Whatcom County Code Chapter 2.06.090, Medical Examiner Advisory Council

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
</table>

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Memorandum

TO: Whatcom County Council Members
FROM: Jack Louws, County Executive
DATE: May 20, 2016
SUBJECT: Medical Examiner Advisory Committee Code Change Requested

The Medical Examiner Advisory Council was created to include a member of the state death investigation council. The Advisory Council member in this designation has stepped down, and at its annual meeting recently it was decided to request a code change to reflect the change from that designation to "a board-certified forensic pathologist".

Once Council has adopted the change through the amended ordinance attached the ME Advisory Council will be able to more easily fill the board vacancy that currently exists.
ORDINANCE NO. _________

Amending Whatcom County Code Chapter 2.06.090
To Revise Medical Examiner Advisory Council Membership Designation

WHEREAS, Whatcom County Code Section 2.06 sets forth the duties and
administration of the Whatcom County Medical Examiner, and

WHEREAS, Whatcom County Code subsection 2.06.090 sets out the purpose, duties
and membership of the Medical Examiner Advisory Council; and

WHEREAS, an amendment to the Whatcom County Code Section 2.06.090 is
necessary to clarify membership of the board due to the Advisory Council’s approval of a
change of composition for one of the designated positions;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that
Whatcom County Code Section 2.06.090 is hereby amended as indicated in Exhibit A to this
Ordinance.

ADOPTED this ____ day of __________, 2016.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved     ( ) Denied

Date Signed: ____________________
EXHIBIT A

2.06.090 Medical examiner advisory council.

A. The Whatcom County Medical Examiner Advisory Council is hereby formed for the following purposes:

1. To review the medical examiner’s policies and procedures;

2. To review the performance of the medical examiner and make annual written reports to the county council and executive;

3. To report to the county and medical examiner, the various jurisdictional needs for the medical examiner function.

B. The advisory council shall be comprised of the following members:

1. Whatcom County executive;

2. Whatcom County prosecuting attorney;

3. Whatcom County sheriff;

4. Whatcom County health officer;

5. Member of the state death investigation council; Board-certified forensic pathologist;

6. City of Bellingham police chief;

7. Police chief of another city in Whatcom County.

C. The state death investigation council member shall be recommended by the medical examiner and approved by the medical examiner advisory council membership. The police chief position from a city other than Bellingham shall be selected by the cities’ police chiefs and rotated periodically.
D. The advisory council shall meet at least once a year to review the medical
examiner function. A majority of five members of the council may call for a special
meeting, if necessary (Ord. 92-42 (part)).
TITLE OF DOCUMENT: Amendment No.1 to Ordinance No. 2011-049 Establishing the Lummi Nation Ferry Lease Fund

ATTACHMENTS: Ordinance Amendment, Memo, and Exhibit A Supplemental Budget Request

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Amendment No 1 to the Lummi Nation Ferry Lease Fund requests establishment of a project budget and appropriation authority of $2,000,000.
ORDINANCE NO. ________

AMENDMENT NO. 1 TO ORDINANCE NO. 2011-049 ESTABLISHING THE LUMMI NATION FERRY LEASE FUND

WHEREAS, the Lummi Nation Ferry Lease Fund was established through Ordinance 2011-049 and, in accordance with the terms of Uplands Lease Agreement for Lummi Island Ferry Service, was funded with a $2,000,000 transfer from the Road Fund in November 2011, and

WHEREAS, the Lummi Nation, in accordance with the Lease Agreement, recently provided Public Works with a list of eligible projects and intends to seek up to $2,000,000 in reimbursements starting in June 2016, and

WHEREAS, projects will be reimbursed at the rate of one dollar of County funds to one dollar of non-County funds, and

WHEREAS, the projects to be reimbursed include Gooseberry Pedestrian (4 phases), Kwina Pedestrian and Lummi Shore Pedestrian, and

WHEREAS, a project based budget and expenditure authority are needed to accomplish payment of the reimbursements, and

WHEREAS, Section 6.80 of the Whatcom County Home Rule Charter allows for project-based capital budget appropriation ordinances,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a project based budget be established and approved with a project budget of $2,000,000.

ADOPTED this ___ day of ______________________, 2016.

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Chair of the Council

( ) Approved    ( ) Denied

Jack Louws, County Executive
Date:____________________
MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive and Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director

FROM: Randy Rydel, Financial Services Manager

DATE: May 17, 2016

RE: Supplemental Budget ID #2157
Lummi Nation Uplands Lease Projects

Requested Action
The Public Works Department respectfully requests that the Whatcom County Council and Whatcom County Executive approve Supplemental Budget Request #2157, which approves expenditure authority to fund contract #20111024 with the Lummi Nation for use of the land at the ferry terminal.

Background and Purpose
In 2011 Whatcom County entered into a contract, Uplands Lease Agreement for Lummi Island Ferry Service, which allows use of the land associated with the Lummi Island ferry terminal. As consideration for the land use, Whatcom County agreed to dedicate County funds of $6 million in three installments of $2 million each in 2011, 2017, and 2026. These funds can only be used as matching funds on Lummi Nation road and/or safety improvements projects that are consistent with state law provisions for the expenditure of road funds.

The first $2 million installment was set aside into a project based budget in 2011. This amount remains unused and without expenditure authority pending a request for reimbursement pursuant to the Lease Agreement. The Lummi Nation recently provided Public Works with a list of eligible projects and intends to seek up to $2 million of reimbursements starting in June 2016. In order to provide the requested reimbursements, expenditure authority is needed for the $2 million previously set aside.

All qualified reimbursements will be properly affirmed and booked against the $6 million lease commitment.

Funding Amount and Source
Funds for the first installment were placed in project based budget 338. This request will approve the expenditure of these restricted funds.

Please contact Randy Rydel at extension 6217 if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

<table>
<thead>
<tr>
<th>Suppl ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>2157</td>
<td>338</td>
<td>338100</td>
<td>Randy Rydel</td>
</tr>
</tbody>
</table>

Expenditure Type: Ongoing

<table>
<thead>
<tr>
<th>Year</th>
<th>Add'l FTE</th>
<th>Add'l Space</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td></td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

Name of Request: Lummi Nation Uplands Lease Projects

Department Head Signature (Required on Hard Copy Submission)

Date: 5/17/16

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7220</td>
<td>Intergov Subsidies</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

1a. Description of request:

On October 27th 2011 Whatcom county entered into a Uplands Lease Agreement (#201111024) with the Lummi Nation. Part of the consideration for this lease is outlined in Section 3b of the lease which dedicated $2 million of funds the first year to be used according to Exhibit C of the lease. Public Works has determined that recently proposed projects from the Lummi Nation satisfy the conditions of eligibility outlined in Exhibit C. Therefore it is expected that the Lummi Nation will begin submitting reimbursement requests that cover up to 50% of the project expenses. In anticipation of these requests, we request expenditure authority to spend the funds set aside per the terms of this lease.

1b. Primary customers:

Lummi Island residents are the primary beneficiary of the Uplands Lease Agreement as it allows continued sailings of the Whatcom Chief and access to Lummi Island.

2. Problem to be solved:

Whatcom County needed access to a convenient ferry terminal for ferry service to Lummi Island. The terminal resides on Lummi Nation land. To address this problem, Whatcom County entered into a lease agreement for access to the terminal.

3a. Options / Advantages:

This contract was already signed and executed. It is now time to make the first round of payments per the terms of the contract.

3b. Cost savings:

None

4a. Outcomes:

Part of the contract will be fulfilled.

4b. Measures:

Payment will be made to reimburse 50% of each project invoice up to an aggregate of $2 million. Invoices will be submitted to Whatcom County Public Works for review before reimbursements will be made.

5a. Other Departments/Agencies:

No

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

6. Funding Source:

Funds were deposited into a Project Based Budget in 2011. This request will draw down on these funds.

Tuesday, May 03, 2016

Rpt: Rpt Suppl Regular
EXHIBIT C

The long-term road and traffic safety improvements, and funding for such improvements, for which provision is made in Section 3. b, Consideration for Lease, shall be administered as follows:

i. The County shall make the $6 million available for use in $2 million increments during year 1, at year 6, and at year 15 (the latter installment subject to CPI) of the agreement;

ii. While the money shall be dedicated by the County in the amounts and at the times stated above, expenditure of the dedicated funds shall be contingent upon the commitment and receipt of matching funds from non-County sources at least dollar for dollar with dedicated County funds for each project;\(^3\) and the County and Lummi Nation shall fully cooperate in the effort to obtain non-County matching funds for which the agreed projects are eligible;

iii. The projects to be financed and undertaken with these County funds shall be agreed upon by the parties and agreement by the parties on the projects to be undertaken shall not be unreasonably withheld.

iv. The expenditures of these County funds shall be subject to and consistent with the restrictions placed by state law as contained in RCW 36.82.070 upon the expenditure of road funds as is presently in effect or as hereafter amended;

v. The projects shall be so designed and selected as to maximize their respective value to Lummi Nation as well as to the County consistent with the requirements stated in iv, above;

vi. The projects to be funded with the funds dedicated hereunder shall not include County expenditures for parking or for alterations to the dock itself as may potentially occur

\(^3\) The receipt of matching funds may not always coordinate precisely with the performance of work. It is the intention of the parties that for any project executed under this Agreement, the non-County funds received shall, by the completion of the project match at least dollar for dollar the expenditure of County funds. The effect of this is that County funds may be advanced to pay for costs incurred on a project upon adequate commitment from a granting agency of match funds in the necessary amount.
pursuant to Section 1.c in the agreement to which this exhibit is appended;

vii. The County shall identify the agreed projects as priority projects on its six-year Transportation Improvement Program project list and reflect the commitment of County funds there in order to compete for grant funding;

viii. County engineering staff shall perform preliminary engineering necessary in order to create a scope of work and budget for the agreed projects so that the projects may effectively compete for matching funds from non-County sources;

ix. If there are instances in which the parties are not able to reach agreement as provided, the parties shall, upon request of either one of the parties, submit the matter to third-party dispute resolution as set forth in Section 13 of the Uplands Lease Agreement, and as provided in the Framework Agreement of which the Uplands Lease Agreement to which this exhibit is appended is a part.

x. The parties agree that for the Year 1 increment of $2 million, the county will prioritize at least the following safety projects on the Transportation Improvement Program (TIP) project list and maintain these projects as priorities on the TIP until they are funded:

a. Pedestrian walkway facilities from Gooseberry Point Ferry to McKenzie Road north along Lummi View Dr (Haxton Way)

b. Pedestrian walkway facilities from Gooseberry Point Ferry to McKenzie Road east along Lummi View Dr

c. Pedestrian walkway facilities from McKenzie Road to Smokehouse Road along Haxton Way

d. Pedestrian walkway facilities from Smokehouse Road to Balch Road along Haxton Way

4 “Sidewalk” is the term colloquially used for pedestrian walkways but since it is a term of art in the traffic engineering lexicon with a more limited meaning than what the Parties may choose to apply, a broader term is used here instead. The general intent is to provide safe walking facilities for pedestrians in the above-listed areas, consistent with the availability of the stated funding and matching funds.
Tim J. Ellis  
Lummi Nation  
Public Works Director  
time@lummi-nsn.gov

March 31, 2016

RE: Upland Lease Agreement for Lummi Island Ferry Service Exhibit C projects

Dear Mr. Ellis,

Whatcom County Public Works has reviewed your March 27, 2016 request for two projects to be considered as described in the Upland Lease Agreement for Lummi Island Ferry Service Exhibit C i (iii and vii). These projects are:

1. Kwina Sidewalk: Pedestrian and Roadway Improvements
2. Lummi Shore: Pedestrian and Roadway Improvements

The projects meet the criteria as an agreed transportation improvement project. Therefore, these two projects, together with the Gooseberry Point projects specifically outlined in Exhibit C, are included in the current Six Year Transportation Improvement Program as project ID# R13 Lummi Transportation Projects.

Please contact Randy Rydel, Financial Services Manager to set up the appropriate billing and reimbursement procedures. Mr. Rydel can be reached by email at: rrydel@co.whatcom.wa.us or by phone at: (360) 778-6217.

Sincerely,

Jon Hutchings,  
Whatcom County Public Works Director
MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive and Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director

FROM: Randy Rydel, Financial Services Manager

DATE: May 17, 2016

RE: Supplemental Budget ID #2157
Lummi Nation Uplands Lease Projects

Requested Action
The Public Works Department respectfully requests that the Whatcom County Council and Whatcom County Executive approve Supplemental Budget Request #2157, which approves expenditure authority to fund contract #20111024 with the Lummi Nation for use of the land at the ferry terminal.

Background and Purpose
In 2011 Whatcom County entered into a contract, Uplands Lease Agreement for Lummi Island Ferry Service, which allows use of the land associated with the Lummi Island ferry terminal. As consideration for the land use, Whatcom County agreed to dedicate County funds of $6 million in three installments of $2 million each in 2011, 2017, and 2026. These funds can only be used as matching funds on Lummi Nation road and/or safety improvements projects that are consistent with state law provisions for the expenditure of road funds.

The first $2 million installment was set aside into a project based budget in 2011. This amount remains unused and without expenditure authority pending a request for reimbursement pursuant to the Lease Agreement. The Lummi Nation recently provided Public Works with a list of eligible projects and intends to seek up to $2 million of reimbursements starting in June 2016. In order to provide the requested reimbursements, expenditure authority is needed for the $2 million previously set aside.

All qualified reimbursements will be properly affirmed and booked against the $6 million lease commitment.

Funding Amount and Source
Funds for the first installment were placed in project based budget 338. This request will approve the expenditure of these restricted funds.

Please contact Randy Rydel at extension 6217 if you have any questions or concerns regarding this request.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES | Initial | Date        | Date Received in Council Office | Agenda Date | Assigned to:
-------------|---------|-------------|--------------------------------|-------------|------------------
Originator:  | RM      | 5/16/16     |                                | 5/31/16     | Introduction     
Roland Middleton
Division Head: | M        | 5/17/16     |                                | 6/14/16     | Hearing          
Joe Rutan
Dept. Head:   | J        | 5/17/16     |                                |             |                  
Jon Hutchings
Prosecutor:   | D        | 5/20/16     |                                |             |                  
Daniel L. Gibson
Purchasing/Budget: |         |             |                                |             |                  
B. Bennett
Executive:    | J        | 5/24/16     |                                |             |                  
Jack Lawes

TITLE OF DOCUMENT:
Authorizing the Public Works Director and the County Engineer to close or restrict use of county roads on a temporary basis.

ATTACHMENTS:
Draft Ordinance

SEPA review required? | ( ) Yes | ( ) NO
SEPA review completed? | ( ) Yes | (NA ) NO

Should Clerk schedule a hearing? | ( ) Yes | ( ) NO
Requested Date: June 14, 2016

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

An ordinance to amend Whatcom County Code Chapter 12.06.010 to authorize the Public Works Director and the County Engineer to close or restrict use of county roads on a temporary basis.

COMMITTEE ACTION:  

COUNCIL ACTION:

Related County Contract #:  
Related File Numbers:  
Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
Memo

To: The Honorable Jack Louws, Whatcom County Executive, and Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director

From: Roland Middleton, Special Programs Manager

Date: May 17, 2016

Re: Amending Whatcom County Code 12.06; Temporary Road Closures

Requested Action:

The Department of Public Works requests that the proposed amendment to the Temporary Road Closures ordinance (WCC 12.06) be introduced at the May 31, 2016 Council meeting. We then request that a Public Hearing be advertised and held June 14, 2016 at that evening’s County Council meeting with the amendment ordinance adopted at that meeting.

Background and Purpose:

Chapter 46.44.080 of the Revised Code of Washington requires that temporary road closures or restrictions lasting longer than 12 hours be authorized by the County Council by ordinance. The existing approval protocol requires each temporary closure or restriction to be individually decided by council. In some cases, the time to process or amend individual closures causes undue economic hardship on contractors working in the county rights-of-way.

Whatcom County Council has the authority to establish temporary road closures as an administrative duty and may delegate the authority to perform the administrative functions.

Other counties have passed similar ordinances to address the same need (Snohomish County and Spokane County).

Whatcom County Public Works requests approval of the proposed ordinance amending WCC 12.06.010 to better serve the needs of the community.

Funding Amount and Source:

Not applicable
PROPOSED BY: Public Works Dept.
INTRODUCTION DATE: May 31, 2016

ORDINANCE NO. ________

AUTHORIZING THE PUBLIC WORKS DIRECTOR AND THE COUNTY ENGINEER TO CLOSE OR RESTRICT USE OF COUNTY ROADS ON A TEMPORARY BASIS

WHEREAS, Chapter 12.06.010 of Whatcom County Code, by referring to Chapter 46.44.080 of the Revised Code of Washington, requires that each temporary road closure or restriction be authorized by the County Council through ordinance; and

WHEREAS, The County Council has stated their desire that temporary road closures and restrictions be considered administrative duties dealt with by the Public Works Director or the County Engineer; and

WHEREAS, Article XI, section 4 of the Washington State Constitution allows the County Council to delegate the authority to perform administrative functions;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Chapter 12.06.010 is amended to read:

12.06.010 Temporary closure – Posting notices.
In accordance with the provisions of RCW 46.44.080, whenever due to emergency conditions the use of a county road by all vehicles, or by vehicles whose gross tire loads exceed those described in either schedule contained in Section 12.06.020, will damage the highway or will be dangerous to traffic using the highway, the public works director, or the county engineer, shall close such road temporarily to all vehicles or to a designated class of vehicles, as the case may be, by posting notices at each end of the closed portion of road or roads. (Ord. 80-10 § 1 (part). In addition, for any definite period of time, the director of public works or the county engineer may close to travel or restrict county roads to all vehicles or any class of vehicles whenever the county road is being constructed, altered, repaired, improved or maintained in such a manner as to require its use or any portion of its use closed or restricted: PROVIDED,

(a) That before any county road is closed or restricted to all vehicles or any class of vehicles, a notice including the effective date shall be published in one issue of a newspaper of general circulation in the county.
(b) That on or prior to the date of publication of such notice, the engineer shall erect and maintain, or cause to be erected and maintained signs designating the provisions of this chapter in a conspicuous place at each end of the portion of any county road affected.

(c) No county road will be closed sooner than three days after the publication and posting of the notice.

ADOPTED this ____ day of __________, 20____.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Daniel L. Gibson
Chief Civil Deputy Prosecutor

Jack Louws
County Executive,

( ) Approved    ( ) Denied

Date Signed: _____________________
Ordinance Amending WCC 3.08. Purchasing System

ATTACHMENTS:
Memo, Ordinance, Code Revision

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Ordinance to amend WCC 3.08 Purchasing System
MEMORANDUM

To: Whatcom County Councilmembers
From: Whatcom County Executive Jack Louws
Subject: Whatcom County Code 3.08.100
Date: May 23, 2016

Over the course of my term(s) as Whatcom County Executive, we have worked hard to create efficiencies throughout the organization. As discussed last year, we have increased the transparency through contracts on line and through enhanced project budget reports. With the launch of a new website, on-line access to this information has provided more timely and detailed budget information. We are also developing and introducing program based budgeting as an enhanced tool for use in the 2017-2018 budget process. This will allow all costs associated with a specific program to be more easily identified. This will be discussed in more detail at our June 14 budget retreat.

To further enhance our efficiencies I am again proposing a change to the Whatcom County Code (WCC) as it relates to purchasing authority. When comparing Whatcom County’s Code with several other charter counties (see attached table) and local municipalities, it remains clear to me that presently the Whatcom County legislative branch is focused on contract management, where most other legislative bodies focus more extensively on specific appropriations.

While I remain convinced that per our Charter the Executive Branch has the authority to enter into all contracts for which appropriations by Council have been made, I bring before you a compromise of code revisions that increase the dollar threshold for contracts, bids, and professional services. These code revisions meet our institutional needs for efficiency, while allowing Council oversight of contracts that meet the threshold for review in the revised ordinance. Please find a draft Amended Purchasing Ordinance which reflects the requested changes.

JL/twh

Encl:  (1) Ordinance amending WCC 3.08
(2) Exhibit A to Ordinance WCC 3.08.100 proposed language change
(3) County Comparable Table
ORDINANCE NO. 2016-___

AN ORDINANCE AMENDING WHATCOM COUNTY CODE 3.08, PURCHASING SYSTEM

WHEREAS, The County wishes to achieve greater administrative efficiencies through clarifying purchasing processes and increasing dollar value of contracts that may be approved administratively; and

WHEREAS, Whatcom County is unique in its limited purchasing thresholds allowed under Executive Authority when compared to other Washington State Charter Counties and local municipalities; and

WHEREAS, Whatcom County has improved transparency and access to contracts and project budget reports by making them available on-line with the launch of a new public website;

WHEREAS, It is essential and in the best interest of Whatcom County Government and its citizens to keep work flow moving particularly during the short and busy construction season,

NOW, THEREFORE, BE IT ORDAINED BY THE WHATCOM COUNTY COUNCIL, Whatcom County Code 3.08 is amended to read in its entirely, as set forth in the attached Exhibit A:

ADOPTED this day of , 2016.

WHATCOM COUNTY COUNCIL ATTEST:

WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

WHATCOM COUNTY EXECUTIVE

WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:

Daniel L. Gibson

Jack Louws, County Executive

Date Signed: ________________________

( ) Approved    ( ) Denied
EXHIBIT A
Chapter 3.08
PURCHASING SYSTEM

Sections:
3.08.010 Purpose.
3.08.020 Administration.
3.08.030 Authority and functions.
3.08.040 Price quotations.
3.08.050 Vendor lists.
3.08.060 Bids and proposals required.
3.08.070 Contractor's bond required for public works.
3.08.080 Labor and material claims.
3.08.090 Bid specifications, deposits and awards.
3.08.095 Small works roster contract award process.
3.08.100 Council approval required.
3.08.110 Unregistered or unlicensed contractors prohibited.
3.08.120 Joint purchasing.
3.08.130 Amendments to chapter.
3.08.140 Severability.

3.08.010 Purpose.

It shall be the purpose of this chapter to establish a purchasing system to work with all county departments, agencies, boards and commissions, and other operations of the county to ensure efficiency in procurement of supplies and equipment of the necessary quality at the lowest possible cost; to ensure compliance with purchasing statutes, regulations, policies and procedures; to ensure efficient utilization of county property, new and used; and to minimize employee time devoted to purchasing functions. (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.020 Administration.

The director of the administrative services department shall have full authority and responsibility for the operation of the purchasing system under the direction of the county executive. (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.030 Authority and functions.

A. The authority to recommend and implement administrative policies and procedures that provide a comprehensive basis for purchasing functions shall fall under the purview of the purchasing system.
B. The following responsibilities shall be coordinated through the purchasing system:
1. Continue to improve services to departments and agencies in the area of purchasing.
2. Develop automated requisition and reporting systems.
3. Improve purchasing productivity and control for all departments.
4. Standardize high volume purchases.
5. Develop efficient policies and procedures for acquiring goods and services.
6. Implement inventory controls and minimize costs of goods and services.
7. Prepare and make available to all departments standardized forms for requisitions, vouchers,
inventories and any other form required for county operations.
8. Assign purchase order numbers for the acquisition of supplies, materials, equipment, tools, services, rental of personal property, professional services and contracted public works exceeding $2,500.
9. Maintain vendor list pursuant to RCW 39.04.190.
10. Whenever practically possible, contact at least three vendors to assure competitive pricing.
11. Review and approve bid specifications and prepare invitations to bid pursuant to provisions set forth in this chapter.
12. Check bids for accuracy and compliance with specifications and invitation to bid.
13. Make bid recommendations on all awards to the county executive.
14. Perform such other duties as may be required to further the purposes of this chapter. (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.040 Price quotations.

Whenever practically possible, price quotations from at least three vendors shall be solicited for the acquisition of materials, supplies, services, tools, equipment or rental of personal property involving amounts greater than $5,000 but not exceeding $25,000 in a single transaction. Three price quotations will also be obtained for all contracted work constituting a public work not exceeding $40,000. Quotations for architects and engineers are subject to the requirements of Chapter 39.80 RCW. Records of all quotations obtained shall be maintained and shall be open to public inspection. Bids submitted periodically for the roster of rental equipment with operators may be used as the source of quotations for public works projects not exceeding $40,000. (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.050 Vendor lists.¹

Whatcom County will maintain a vendor list pursuant to RCW 39.04.190. (Ord. 2013-029 Exh. A).

3.08.060 Bids and proposals required.

Awards of contracts for the acquisition of materials, supplies, services, tools, equipment or rental of personal property and professional services for a nonpublic work involving amounts exceeding $25,000, or for a public work exceeding $40,000, will be based upon bids or proposals received in response to specifications and invitations to bid, except as follows:
A. Sole source purchases shall not be required to go through competitive bidding. A purchase may be determined to be sole source by the county executive or designee when the bidding process would be futile because only one bidder could respond to the invitation.
B. In the event of an emergency when the public interest or property of the county would suffer material injury or damage by delay, upon an order of the county executive declaring the existence of such emergency and reciting the facts constituting same, the requirements governing competitive bids with reference to any purchase or contract may be waived pursuant to RCW 36.32.270.
C. Public works projects involving funds not exceeding the amount allowed in RCW 39.04.155, Small works roster contract procedures – Limited public works process, or any successor statute, may be completed utilizing the small works roster contract award process.
D. Acquisition is from another public entity.
E. Contract does not require use of county funds.
Proposals from architects and engineers are subject to the requirements of Chapter 39.80 RCW. (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).
3.08.070 Contractor's bond required for public works.


3.08.080 Labor and material claims.


3.08.090 Bid specifications, deposits and awards.

A. In developing specifications for bids or proposals, all reasonable efforts shall be made to ensure that a variety of vendors shall be capable of fulfilling the stated requirements of the county. Performance considerations shall be included in the specifications. However, nothing in this section shall be construed to limit the county from pursuing sole source procurement where adequate justification has been presented that such procurement is in the best interests of county operations.

B. When the acquisition of materials, supplies, purchased services, tools, equipment, rental of personal property or professional services involves amounts greater than $25,000 in a single transaction for a nonpublic work award or exceeding $40,000 for a public work award, the administrative services department shall be responsible for the review and approval of specifications and the preparation of invitations to bid pursuant to provisions set forth in this chapter.

C. All bid specifications shall be in writing and placed on file for public inspection.

D. An advertisement that written specifications are on file and available for public inspection shall be published in the official county newspaper. Advertisements shall be published at least once in each week for two consecutive weeks prior to the last date upon which bids will be received and may be published for as many additional publications as shall be considered in the county’s interest. Such advertisement shall state:

1. The date after which bids will not be received;

2. The character of the work to be done, or the materials, equipment or service to be purchased; and

3. Where the specifications may be seen.

E. No bid shall be considered for public works unless it is accompanied by a bid deposit in the form of a surety bond, postal money order, cash, cashier’s check, or certified check in an amount equal to five percent of the amount of the bid proposed.

F. Should the bidder to whom the contract is awarded fail to enter into the contract or fail to furnish the contractor’s bond within 10 days (exclusive of the date of notice) after notice of the award, the amount of the bid deposit shall be forfeited to the county. Thereafter, the award shall be made to the next lowest responsive bidder. The bid deposit of an unsuccessful bidder (if his bid deposit has not been forfeited) shall be returned after the required contractor’s bond of the successful bidder has been accepted.

G. Bids received shall be opened and read in public on the date named in the advertisement for bids, or on a subsequent date established in a bid addendum.

H. After opening, all bids shall be reviewed and referred to the requisitioning department for recommendation of award. Bids will be forwarded by the director of the administrative services department or designee with a recommendation to the county executive for award.

I. After opening and award, all bids shall be filed for public inspection, and available by telephone inquiry.
J. Any or all bids may be rejected for good cause. If all bids are not rejected, the award shall be to the lowest responsive bidder. In determining which is the lowest responsive bidder, the county may take into consideration the bidder’s responsiveness to the county’s requirements, the quality of the articles to be purchased or leased, availability of parts and service, delivery time, the tax revenue the county would receive from purchasing from a supplier located within its boundaries and prior dealings with the bidder.

K. The county may issue requests for proposals for services, or for technologically complex equipment including but not limited to computers, software, or telephone systems. If all proposals are not rejected, the award shall be to the highest rated proposal, taking into account the selection criteria published in the request for proposals.

L. The county may award to multiple bidders for the same commodity or service when the bid specifications provide for special circumstances in the determination of which vendor is truly the lowest price to the county. Special circumstances may include differences in ability to deliver, delivery time, availability of material, special loading or unloading conditions, total cost including transport or labor if not included with bid item, performance of the delivered material, location of the source, and proximity to the delivery point.

M. Contracts that require county council approval per 3.08.100 entered into by the county, including those which involve externally funded pass-through moneys, may be administratively amended to a cumulative amount not to exceed $250,000 or 15% of contract amount, whichever is greater for professional services and $50,000 for bids; larger amounts require council approval. (Ord. 2015-011 Exh. A; Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.095 Small works roster contract award process.

This section may be utilized in the acquisition of contractual services necessary to complete public works projects as allowed under RCW 36.32.250, and consistent with RCW 39.04.155, in order to use a small works roster contract award process in lieu of formal sealed bidding, the county shall:

A. Publish at least twice each year in the official county newspaper a notice of the existence of the roster and solicit the names of contractors that are qualified for the requested categories of work. Notice shall be published at least once in each week for two consecutive weeks prior to the last date upon which response to the notice will be received, and may be published for as many additional publications as shall be considered in the county’s interest.

B. In every case a certain category of work is to be accomplished under this section, all contractors responding to the above notice and indicating their qualification to perform the category of work proposed shall be contacted and provided an invitation to bid.

C. Include in the invitation to bid the date on which bids will be received, the scope and nature of work to be performed, the materials and equipment to be furnished, and, if not provided otherwise in the invitation to bid, where the detailed plans and specifications may be seen and obtained.

D. Otherwise apply the provisions of WCC 3.08.090(B), (E), (F), (G), (H), (I), (J), and (M).


3.08.100 Council approval required.

Contract for professional services exceeding $20,000 and bids exceeding $250,000, and professional service contracts exceeding $50,000 and all real property leases must be submitted to the county council for approval, except when pursuant to:

A. Exercising an option contained in a contract or lease previously approved by the council.
B. Contract for the design, construction, right-of-way acquisition, professional services, or other capital costs approved by the county council in a capital budget appropriation ordinance;

B.C. Contract or bid award for equipment or supplies approved in a budget ordinance.

B.D. Contract is for technical support and software maintenance from the developer of proprietary software which is currently being used by Whatcom County.

B.E. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems.

DF. Pursuant to and within the scope of a declaration of emergency made by the county executive under WCC 3.08.060(B). The county executive, pursuant to a declaration of emergency, shall submit the contract to the county council for informational purposes at the council’s next regular or special meeting. (Ord. 2015-011 Exh. A; Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 2000-025; Ord. 97-034 Exh. A; Ord. 96-034; Ord. 93-042 Exh. H).

3.08.110 Unregistered or unlicensed contractors prohibited.

No contract shall be entered into or executed with any contractor who is not registered or licensed as required by the laws of this state (except only as permitted under RCW 39.06.010 for highway projects for contractors who have been prequalified as required under RCW 47.28.070). (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.120 Joint purchasing.

The county may enter into agreements with the state or with any agency, political subdivision, or unit of local government to purchase goods or services cooperatively. Joint purchasing services are hereby authorized and encouraged with any other municipal corporation in Whatcom County. Assistance to the participating municipal corporation may be given in any way except that a sale or contract shall be between the vendor and the participating municipal corporation and not Whatcom County. Bids and quotes may be obtained jointly based on volume if it is in the county’s best interest to do so. (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.130 Amendments to chapter.

The county council reserves the exclusive right to alter, amend, rescind, abrogate, delete, supersede or replace the provisions of this chapter, or any part thereof, in any manner not inconsistent with state law. Whether or not the county council takes action, the provisions of this chapter shall be deemed automatically altered, amended, or superseded to conform to any mandatory state administrative ruling or statute, as of the effective date of any such enactment appertaining to the matters covered in this chapter, to the effect that the provisions of this chapter shall at all times conform to, and never conflict with, said state laws and regulations. (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.140 Severability.

If any provision of this chapter is held to be invalid, the remainder of the chapter shall remain in effect. (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

1 Prior legislative history: Ord. 97-034 repealed WCC 3.08.050. Ord. 93-042 was formerly codified in the section.
## COUNTY PURCHASING POLICY COMPARABLES
### Executive Contract Authority

<table>
<thead>
<tr>
<th>County</th>
<th>Legislative Authority (Charter)</th>
<th>Executive Authority (Charter)</th>
<th>Goods &amp; Services (Code)</th>
<th>Professional Services (Code)</th>
<th>Public Work (Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>King Co.</td>
<td>No Contract Authority</td>
<td>All Contracts</td>
<td>Executive Procurement Manager</td>
<td>Executive Procurement Manager</td>
<td>Executive Procurement Manager</td>
</tr>
<tr>
<td>Pierce Co.</td>
<td>No Contract Authority</td>
<td>All Contracts</td>
<td>Executive as per Purchasing Policy</td>
<td>Executive as per Purchasing Policy</td>
<td>Executive as per Purchasing Policy</td>
</tr>
<tr>
<td>Snohomish Co.</td>
<td>Contract Authority</td>
<td>Within threshold limits</td>
<td>Exec. Up to $250,000</td>
<td>Exec. Up to $25,000</td>
<td>Exec. Up to $250,000</td>
</tr>
<tr>
<td>Whatcom Co.</td>
<td>No Contract Authority</td>
<td>All Contracts</td>
<td>Executive as per Purchasing Policy</td>
<td>Executive as per Purchasing Policy</td>
<td>Executive as per Purchasing Policy</td>
</tr>
<tr>
<td><strong>Whatcom Co. as proposed through Ordinance 2016-XX</strong></td>
<td><strong>Contract Authority</strong></td>
<td><strong>Within threshold limits</strong></td>
<td><strong>Exec. Up to $250,000.</strong></td>
<td><strong>Exec. Up to $50,000</strong></td>
<td><strong>Exec. Up to $250,000.</strong></td>
</tr>
</tbody>
</table>

1 | Source: County Charter/Code
# WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>GSS</td>
<td>5/18/16</td>
<td></td>
<td>5/31/16</td>
<td>Introduction</td>
</tr>
<tr>
<td>Gary Stoyka</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td>GSS</td>
<td>5/18/16</td>
<td></td>
<td>6/14/16</td>
<td>Public Hearing</td>
</tr>
<tr>
<td>Gary Stoyka</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td>5/18/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jon Hutchings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>5/19/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dan Gibson</td>
<td></td>
<td>5/20/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brad Bennett</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>5/24/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jack Lawes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Resolution relating to the Whatcom County Coordinated Water System Plan 2016 update.

**ATTACHMENTS:**
- Cover Memorandum
- Resolution
- Whatcom County Coordinated Water System Plan – Executive Summary

**SEPA review required?** ( X ) Yes  ( ) NO

**SEPA review completed?** ( X ) Yes  ( ) NO

**Should Clerk schedule a hearing?** ( X ) Yes  ( ) NO

**Requested Date:** 6/14/16

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**
(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The Water Utility Coordinating Committee, composed of water purveyor and government representatives, approved the Coordinated Water System Plan (CWSP) on April 20, 2016. RCW 70.116.050(4) and (7) require the County Council to hold a public hearing to “insure that the plan is not inconsistent with land use plans, shoreline master programs and/or development policies” of the County. Following acceptance of the plan by the County Council, the CWSP will be submitted to the Washington Department of Health for approval per RCW 70.116.060.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
TO: The Honorable Jack Louws, County Executive  
Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Director

FROM: Gary S. Stoyka, Natural Resources Program Manager

RE: Resolution Accepting the Coordinated Water System Plan 2016 Update

DATE: May 16, 2016

Requested Action
Enclosed is one original of a resolution to accept the Whatcom County Coordinated Water System Plan (CWSP) 2016 update and find the Plan to be not inconsistent with land use plans, shoreline master programs and/or development policies of the County. Public Works staff requests that Council approve this resolution.

Background and Purpose
The County Council commenced an update of the current 2000 Whatcom County Coordinated Water System Plan (CWSP) on September 30, 2014 by adoption of Resolution 2014-045. A CWSP is a plan for public water systems within a defined area that identifies the present and future needs of the systems and sets forth means of meeting those needs in the most efficient manner possible. The County Council established the planning area, called the Critical Water Supply Service Area (CWSSA), for the original CWSP effort in 1993, and retained the same area for the 2000 update, as well as for this update. The CWSSA includes all of Whatcom County west of the Mount Baker-Snoqualmie National Forest Boundary excluding certain portions of the Lummi and Nooksack Indian reservations.

This CWSP update was prepared under the direction of the Water Utility Coordinating Committee (WUCC). Per RCW 70.116.040, the WUCC included representatives of all individual water utilities located in the CWSSA with more than 50 connections that chose to participate, as well as representatives of the Washington State Department of Health (DOH), Whatcom County Health Department (WCHD), Whatcom County Planning & Development Services (PDS), Whatcom County Public Works (WCPW), and the Whatcom County Council. In addition, all water systems in the CWSSA and the Lummi Nation and Nooksack tribes were invited to participate on the WUCC as non-voting members. WUCC meetings were held from late 2014 through early 2016 to review the existing 2000 CWSP update, provide recommended changes that reflect the needs of the current water system community in the county, and provide guidance for the future. These actions were conducted with the primary objective of supporting the public drinking water supply needs of the County and achieving coordination between water services, the Growth Management Act (GMA), and the update of Whatcom County's Comprehensive Plan.

This CWSP represents the collective views of the WUCC and integrates the documented views of other state and local governments. This document is officially known as the "Regional Supplement,"
and it and the approved individual water system plans (WSPs) comprise the CWSP. When integrated with the County’s Comprehensive Plan, the CWSP presents a significant piece of the larger resource and growth management strategy for the County’s future.

The WUCC unanimously approved the Whatcom County CWSP on April 20, 2016. The Planning and Development Services (PDS) Department subsequently conducted a State Environmental Policy Act (SEPA) and consistency review. PDS issued a determination of non-significance (DNS) and determined that the CWSP was not inconsistent with land use plans, shoreline master programs, and/or development policies of the County.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding this resolution.

Encl.
PROPOSED BY: ______________
INTRODUCED: ______________

RESOLUTION NO. __________

RELATING TO THE WHATCOM COUNTY COORDINATED WATER SYSTEM PLAN UPDATE

WHEREAS, State law (RCW 70.116.050(4) and (7)) requires the County Council to review the Coordinated Water System Plan and insure that it is "not inconsistent with the land use plans, shoreline master programs, and/or development policies" of the County and consider other factors; and

WHEREAS, the Water Utility Coordinating Committee, consisting of water purveyor and County government representatives, finalized the Coordinated Water System Plan Update in April of 2016 in accordance with RCW 70.116.050(2); and

WHEREAS, a determination of non-significance was issued pursuant to the State Environmental Policy Act; and

WHEREAS, the County Council held a public hearing and acted on the Coordinated Water System Plan within 60 days of receiving it, as required by RCW 70.116.050(7);

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council hereby determines that the Coordinated Water System Plan Update is not inconsistent with the Whatcom County Comprehensive Plan and development regulations and satisfies RCW 70.116.050, subject to the following conditions:

1) Outside of Urban Growth Areas, as designated on the Whatcom County Comprehensive Plan map, City water service shall be provided consistent with planned densities as set forth in the Whatcom County Comprehensive Plan and Official Whatcom County Zoning Ordinance (Title 20).
2) A City's designation of a water service area that extends outside of an Urban Growth Area shall not be utilized as justification for later expanding the Urban Growth Area.

APPROVED this _____ day of __________, 2016.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Daniel L. Gibson, Civil Deputy Prosecutor
Whatcom County
Coordinated Water System
Plan Update

2016

Prepared For:

Whatcom County Council
Barbara Brenner
Rud Browne
Barry Buchanan, Council Chair
Todd Donovan
Ken Mann
Satpal Sidhu
Carl Weimer

Jack Louws, County Executive

Patrick Sorensen, Chair
Water Utility Coordinating Committee

Larry Helm, Vice-Chair
Water Utility Coordinating Committee

Prepared By:
RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, WA 98021
800-720-8052
425-951-5400
Whatcom County Coordinated Water System Plan
Table of Contents

Contents will be updated when final plan is assembled.

SECTION 0 – GLOSSARY OF ACRONYMS AND TERMS
CERTIFICATE OF ENGINEER ................................................................. ii
ACKNOWLEDGEMENTS .................................................................. iii
DOH APPROVAL LETTER ................................................................. iv
GLOSSARY OF ACRONYMS AND TERMS ......................................... v
   Acronyms ..................................................................................... v
   Terms ......................................................................................... vii

EXECUTIVE SUMMARY

SECTION 1 – INTRODUCTION
1.0 INTRODUCTION ........................................................................ 1-1

SECTION 2 – COORDINATED WATER SYSTEM PLAN PROCESS
2.0 INTRODUCTION ........................................................................ 2-1
2.1 CWSP HISTORY IN WHATCOM COUNTY ................................. 2-4
2.2 CWSP UPDATE PREPARATION ................................................. 2-7
   2.2.1 Coordination with the Growth Management Act .................. 2-10
   2.2.2 Water System Service Areas ................................................. 2-12
   2.2.3 Minimum Design Standards ................................................. 2-13
   2.2.4 Utility Service Review Procedure ....................................... 2-13
   2.2.5 Issues with Potential Implications for Public Water Systems in Whatcom County ................................. 2-14
   2.2.6 Individual Water System Plans ............................................. 2-14
2.3 REGIONAL SUPPLEMENT ....................................................... 2-15

SECTION 3 – POPULATION, WATER DEMAND, AND EXISTING WATER SYSTEMS
3.0 INTRODUCTION ........................................................................ 3-1
3.1 POPULATION FORECASTS ...................................................... 3-1
3.2 WATER DEMAND FORECASTS .............................................. 3-3
   3.2.1 Current and Future Demand Forecasts ................................ 3-3
   3.2.2 Current and Future Water Consumption Data ..................... 3-3
3.3 WATER RIGHT CAPACITY ANALYSIS ................................... 3-5
3.4 EXISTING WATER SYSTEMS ................................................ 3-7
   3.4.1 DOH Operating Permits ...................................................... 3-8
3.5 CONCLUSIONS ........................................................................ 3-12

SECTION 4 – WATER UTILITY SERVICE AREAS
4.0 INTRODUCTION ........................................................................ 4-1
4.1 SERVICE AREA COMMITMENTS AND PROCEDURES .......... 4-2
   4.1.1 Municipal Water Supplier Service Area Commitments ........ 4-2
   4.1.2 Service Area Designation .................................................... 4-3
   4.1.3 Service Area Overlaps ........................................................ 4-4
   4.1.4 Service Area Declarations ................................................. 4-5
   4.1.5 Service Area Adjustments ............................................... 4-5
4.2 SERVICE AREA DISPUTES AND DISPUTE RESOLUTION .......... 4-6
Whatcom County Coordinated Water System Plan
Table of Contents

4.3 BOUNDARY REVIEW BOARD ........................................................................... 4-6
  4.3.1 Notice of Intention .................................................................................. 4-7
  4.3.2 BRB Review of Proposed Actions .......................................................... 4-7
  4.3.3 Public Notification of Proposed Actions .................................................. 4-7
4.4 DEPARTMENT OF HEALTH ACTION .............................................................. 4-7

SECTION 5 – MINIMUM DESIGN STANDARDS

5.0 INTRODUCTION ............................................................................................. 5-1
5.1 RURAL AND URBAN LEVELS OF STANDARDS ........................................ 5-1
5.2 MINIMUM DESIGN STANDARDS ................................................................. 5-3
  5.2.1 Purpose .................................................................................................. 5-3
  5.2.2 Application of Standards ....................................................................... 5-4
  5.2.3 General Provisions ................................................................................ 5-5
  5.2.4 Specific Provisions ................................................................................ 5-6
5.3 FIRE HYDRANTS AND FIRE FLOW ............................................................ 5-10
  5.3.1 New Fire Hydrants ................................................................................ 5-10
  5.3.2 Fire Hydrant Location .......................................................................... 5-10
  5.3.3 Fire Hydrant Maintenance .................................................................... 5-10
  5.3.4 Fire Flow Requirements ....................................................................... 5-12
  5.3.5 Fire Flow Mitigation Alternatives ......................................................... 5-15
  5.3.6 Phased Fire Flow Plan ........................................................................... 5-15
  5.3.7 Low Flow Hydrants (For Existing Systems) ........................................ 5-16
  5.3.8 Water Rights and Fire Flow .................................................................. 5-17
5.4 STANDARDS REVIEW SUBCOMMITTEE ............................................... 5-18
5.5 SEVERABILITY .............................................................................................. 5-18

SECTION 6 – UTILITY SERVICE REVIEW PROCEDURES

6.0 INTRODUCTION ............................................................................................. 6-1
6.1 SERVICE AREAS .......................................................................................... 6-1
6.2 ACTIVITIES WITHIN CITY BOUNDARIES ............................................. 6-2
6.3 TIMELY AND REASONABLE ...................................................................... 6-2
6.4 UTILITY SERVICE REVIEW PROCEDURES ............................................ 6-4
  6.4.1 Review Process for Development Proposals or Water Service Requests in Conformance with Applicable Land Use Plans ............................................................................. 6-6
  6.4.2 Review Process for Development Proposals or Water Service Requests Not in Conformance with Applicable Land Use Plans ............................................................................. 6-9
  6.4.3 Appeals Process ..................................................................................... 6-10
  6.4.4 Special Review Consideration ............................................................... 6-10
  6.4.5 Public Water System Availability ......................................................... 6-10
  6.4.6 DOH Satellite Management Agency (SMA) Requirements .................. 6-11
  6.4.7 Current Approved SMAs in the Whatcom County CWSSA .................. 6-12

SECTION 7 – RECEIVERSHIP OF FAILING SYSTEMS

7.0 RECEIVERSHIP OF FAILING SYSTEMS .................................................... 7-1
# Whatcom County Coordinated Water System Plan
## Table of Contents

### SECTION 8 – ISSUES WITH POTENTIAL IMPLICATIONS FOR PUBLIC WATER SYSTEMS IN WHATCOM COUNTY

8.0 INTRODUCTION .................................................................................................................. 8-1
8.1 LUMMI INDIAN NATION ..................................................................................................... 8-1
  8.1.1 Lummi Peninsula Groundwater Settlement ......................................................... 8-1
  8.1.2 Public Water Systems on Lummi Reservation Outside of Peninsula Settlement Area...... 8-4
  8.1.3 Tribal Claims of Treaty-reserved Fishing and Water Rights ........................................ 8-4
8.2 WATER RIGHTS .................................................................................................................. 8-5
  8.2.1 Background .................................................................................................................. 8-5
  8.2.2 Postema Case .............................................................................................................. 8-5
  8.2.3 Municipal Water Law .................................................................................................. 8-6
  8.2.4 Changes or Transfers of Water Rights ...................................................................... 8-9
  8.2.5 Exempt Well Consolidation ....................................................................................... 8-9
  8.2.6 New or Replacement Wells ....................................................................................... 8-9
8.3 FINANCIAL VIABILITY OF SMALL SYSTEMS ................................................................. 8-10
8.4 EXISTING AND POTENTIAL WATER QUALITY PROBLEMS ..................................... 8-11
  8.4.1 Bacteriological Contamination ............................................................................... 8-11
  8.4.2 Nitrate ...................................................................................................................... 8-12
  8.4.3 Arsenic ...................................................................................................................... 8-14
  8.4.4 Surface Water and Groundwater under the Influence of Surface Water Sources ...... 8-16
  8.4.5 Seawater Intrusion .................................................................................................... 8-17
  8.4.6 Relic Saltwater .......................................................................................................... 8-17
  8.4.7 Deep Wells ............................................................................................................... 8-17
  8.4.8 Volatile Organic Chemicals (VOCs) and Pesticides ................................................... 8-17
  8.4.9 Iron/Manganese ....................................................................................................... 8-19
8.5 DATA MANAGEMENT AND LACK OF WATER QUALITY AND QUANTITY DATA ........ 8-19
  8.5.1 Data Management .................................................................................................... 8-19
  8.5.2 Quantity ................................................................................................................... 8-19
  8.5.3 Wellhead Protection ................................................................................................. 8-20
8.6 LACK OF JOINT FACILITIES AND SYSTEM INTERTIES ............................................. 8-21
  8.6.1 Joint Facilities .......................................................................................................... 8-21
  8.6.2 Interties .................................................................................................................... 8-21
8.7 WATER USE EFFICIENCY ............................................................................................... 8-23
  8.7.1 Introduction .............................................................................................................. 8-23
  8.7.2 WUE Program Measures ......................................................................................... 8-25
  8.7.3 Water Loss Control ................................................................................................. 8-26
  8.7.4 Costs of WUE .......................................................................................................... 8-27
8.8 RECLAIMED WATER ..................................................................................................... 8-28
  8.8.1 Reclaimed Water in Whatcom County ..................................................................... 8-28

### SECTION 9 – PLAN IMPLEMENTATION

9.0 INTRODUCTION ................................................................................................................. 9-1
9.1 PLAN APPROVAL PROCEDURES ................................................................................... 9-1
9.2 APPEALS PROCESS ......................................................................................................... 9-2
  9.2.1 Issues Subject to Appeal and Review .................................................................... 9-2
  9.2.2 Timeliness and Reasonableness of Service ............................................................ 9-3
  9.2.3 Appeals Process ...................................................................................................... 9-4
9.3 COORDINATED WATER SYSTEM PLAN UPDATE ......................................................... 9-5
9.4 PERIODIC REVIEW OF CWSP IMPLEMENTATION ....................................................... 9-6
Whatcom County Coordinated Water System Plan
Table of Contents

9.5 ENVIRONMENTAL REVIEW ................................................................. 9-6
9.6 IMPLEMENTATION TASKS ...................................................................... 9-6
9.6.1 New Implementation Measures .......................................................... 9-7
9.6.2 Other Action Items ........................................................................... 9-7
9.6.3 WUCC Items for Consideration by the Community ............................ 9-9

TABLES

Table 2-1 – Chapter 246-290 WAC – Public Water System Definition ............ 2-2
Table 2-2 – Chronology of Whatcom County CWSP Effort ............................. 2-6
Table 2-3 – 2015 WUCC Membership ......................................................... 2-9
Table 3-1 – Population by County Areas ..................................................... 3-2
Table 3-2 – County-wide Population Forecast ............................................. 3-2
Table 3-3 – Urban and Rural Distribution for Population Projections .............. 3-3
Table 3-4 – Water Consumption for Group A Community Water Systems ....... 3-4
Table 3-5 – County-wide Water Demands for Group A Public Water Systems Average Daily Demands in Million Gallons per Day (MGD) ............. 3-5
Table 3-6 – Group A Public Water Systems Water Right Status Summary Table .................................................. 3-6
Table 3-7 – County-wide Water Rights Summary for Group A Public Water Systems .................................................. 3-7
Table 3-8 – Number and Type of Public Water Systems ................................. 3-8
Table 3-9 – Green Operating Permits – DOH Group A Water Systems in Whatcom County .................................................. 3-9
Table 3-10 – Blue Operating Permits – DOH Group A Water Systems in Whatcom County .................................................. 3-11
Table 3-11 – Yellow Operating Permits – DOH Group A Water Systems in Whatcom County .................................................. 3-11
Table 5-1 – Isolation Valve Spacing ............................................................. 5-8
Table 5-2 – Fire Protection Facility Operation, Maintenance, and Testing ......... 5-12
Table 5-3 – Minimum and Recommended Fire Flow Requirements ............... 5-14
Table 8-1 – Public Water Systems within the Lummi Peninsula Settlement Area that are Currently Regulated under the CWSP ........................................ 8-3
Table 8-2 – Public Water Systems outside the Lummi Peninsula Settlement Area but on the Lummi Reservation that are Currently Regulated under the CWSP ........................................ 8-4
Table 8-4 – Public Water Systems with a Source that has had a Water Quality Sample that Exceeded the Nitrate MCL of 10.0 mg/L at Least Once Since January 1, 2005 ............................................. 8-13
Table 8-5 – Public Water Systems with Raw Water from a Source that has exceeded the Arsenic MCL of 10 ppb from 2005 through June 2015 ............................................. 8-15
Table 8-3 – Status of Systems Evaluated for GWI in the CWSSA ....................... 8-16
Table 8-6 – Existing Interties between Group A Water Systems .................... 8-23
Table 8-7 – The IWA/AWWA Water Balance ............................................... 8-27

FIGURES

Figure 1-1 – Critical Water Supply Service Area
Figure 2-1 – Whatcom County Comprehensive Land Use Map
Figure 2-2 – Coordinated Water System Plan – Water Utility Service Areas January 2016
Figure 3-1 – Water Supply Summary Map ................................................. 3-6
Figure 3-2 – Group A Community Public Water System Operating Permit Color Status ................................................. 3-12
Figure 4-1 – Official CWSP Map ............................................................... 4-4
Figure 6-1 – Overview of Utility Service Review Procedures ......................... 6-5
Figure 8-1 – Lummi Indian Reservation Groundwater Settlement Area and Service Areas Map
Figure 8-2 – Public Water Systems Tapping Groundwater with Nitrate and Arsenic above MCL
Figure 8-3 – Existing Interties between Group A Water Systems

J:\DATA\WCP414-069\PLAN\FINAL FOR 2016-04-20 WUCC MEETING\TABLE OF CONTENTS.DOCX
Whatcom County Coordinated Water System Plan
Table of Contents

EXHIBITS

Exhibit 4-1 – Declaration of Water Utility Service Areas .............................................................. 4-8
Exhibit 4-2 – Service Area Boundary Amendment Procedure ........................................................... 4-9

APPENDICES

Appendix 1 – Water Rights Capacity Analysis Map and Water Rights Analysis Tables
Appendix 2 – Water Right Procedures
Appendix 3 – Department of Ecology Municipal Water Law Interpretive and Policy Statement
Appendix 4 – Excerpts from DOH Regulations Related to Public Water Systems
Appendix 5 – SEPA Checklist
Executive Summary
Executive Summary

This Coordinated Water System Plan (CWSP) is a plan for public water systems within the Critical Water Supply Service Area (CWSSA) that was established by the Whatcom County Council to include all of Whatcom County (County) west of the Mount Baker-Snoqualmie National Forest boundary, excluding certain portions of the Lummi and Nooksack Indian reservations (Figure 1-1).

This CWSP update was prepared under the direction of the Water Utility Coordinating Committee (WUCC), which was established pursuant to the Public Water System Coordination Act of 1977 (Coordination Act; Chapter 70.116 Revised Code of Washington (RCW)). This CWSP represents the collective views of the WUCC and integrates the documented views of other state and local governments. This document, officially known as the “Regional Supplement,” and the individual water system plans (WSPs) approved by the Washington State Department of Health (DOH), comprise the CWSP. When integrated with the County’s GMA Comprehensive Plan, the CWSP presents a significant piece of the larger resource and growth management strategy for the County's future.

The County’s 2016 GMA Comprehensive Plan Update anticipates that more than 80 percent of new growth over the next 20 years will be accommodated within cities and Urban Growth Areas (UGAs), with the remainder in rural areas. However, public water service and systems can either be urban or rural as defined in RCW 36.70A.030 (17:20). Water supply and service policies in this CWSP are designed to support the Growth Management Act (GMA) and local land use policies by projecting population and employment growth capacities for the existing municipal and non-government (Group A) water suppliers (comprising both UGAs and non-UGAs). These population growth capacities (i.e., maximum potential demand) are then compared with their respective water rights (supply) and DOH-approved system connection capacities. Cumulatively, there are sufficient water rights available to meet all current and projected needs for the next 50 years. Most utilities have sufficient individual water rights to meet their current demand and their projected full build out demand. The WUCC recommends several measures, such as new water lines and interties, that individual water utilities with inadequate water rights should implement to provide legal and secure supply of water to areas requiring additional water to support future growth and development.

Water utilities are given exclusive right to provide service in their designated service areas. The Coordination Act mostly addresses service in a utility’s future service area. Under the Municipal Water Law, a water utility has a duty to serve within their retail service area providing certain conditions are met. Water systems are required to identify their service areas by submitting a Declaration of Water Utility Service Areas to the Whatcom County Health Department (WCHD). Any changes to a utility’s service area must be reported to WCHD on the appropriate form. Service areas are shown on the official CWSP map. Service area overlaps may occur and do not necessarily present a conflict. This CWSP includes minimum design standards for water systems within the CWSSA. In most cases, the minimum design standards apply only to new or expanding water systems, although existing water systems are encouraged to meet these standards to support the provision of safe, reliable, and high-quality drinking water throughout the CWSSA, including the provision of adequate fire flow. This CWSP also includes updated fire protection and hydrant placement requirements.
Executive Summary

When a water system fails to provide safe and reliable water, the DOH uses a variety of tools to bring it back into compliance. As a last resort, if the system fails to correct problems, the Secretary of Health or the local health officer may file a petition with the Whatcom County Superior Court. The Court, in turn, may appoint a receiver who is willing and able to operate the water system. Receivership is not a final action, but is a process to bring failing public water systems back into organizational and operational compliance.

This CWSP presents administrative procedures for directing applicants with development proposals that require potable water service in the unincorporated portion of the CWSSA to the most appropriate source of water. These procedures are intended to guide local officials, citizens, development applicants, and regulatory agencies in identifying the necessary facilities for providing adequate potable water service and may, in some cases, involve management and operation by an approved Satellite Management Agency.

This CWSP also presents issues with potential implications for public water systems in Whatcom County. These issues include the Lummi Peninsula groundwater settlement, tribal water rights claims, recent changes to water rights laws, financial viability of small systems, water quality problems, data management and lack of water quality and quantity data, lack of joint facilities and interties, water use efficiency, and potential use of reclaimed water.

An appeal procedure is provided for applicants to resolve disputes regarding certain conditions of service issues. Appeals must be filed with the Hearing Examiner. Whatcom County also offers a voluntary appeals process that parties may decide to use to see if the dispute can be resolved without the expense of a formal appeal.

The CWSP includes a list of new implementation actions resulting from this latest update and continuing implementation actions that require continued attention.